



CITY OF GRIFFIN, GEORGIA

REQUEST FOR PROPOSAL

RFP #19-010

For

WATER TANK MAINTENANCE PROGRAM

For all questions about this RFP contact:

Cindy Fay, Procurement Analyst
cfay@cityofgriffin.com

Deadline:
Thursday, March 28, 2018 at 2:00 P.M.

IMPORTANT SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If this label is not used (i.e. in case of some delivery services), it is the contractor's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and solicitation number are not discernable, your response may not be recorded as properly received.



RESPONSE SUBMITTAL

DELIVER TO:

CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

BID/PROPOSAL #: RFP 19-010

BID/PROPOSAL NAME: WATER TANK MAINTENANCE PROGRAM

DUE ON OR BEFORE: 03/28/19 @ 2:00 PM (local)

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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CITY OF GRIFFIN, GEORGIA REQUEST FOR PROPOSAL SPECIFICATIONS for 19-010 WATER TANK MAINTENANCE PROGRAM

1. SECTION I – SOLICITATION-SPECIFIC INFORMATION

Information in this section is proposal-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Griffin (City) is soliciting proposals from qualified contractors for the contract 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 five (5) water tanks in the system.

1.2. SCHEDULE & SUMMARY

This Request will be governed by the following schedule and criteria:

DATES

Release of Request	Thursday, February 28, 2018
Pre-Conference Meeting*	No. However, Site visits are MANDATORY (prior to Question deadline)
Questions due	Monday, March 18, 2018
Responses due	Thursday, March 28, 2018 by 2:00 PM
# of Response Submittals Required	Three copies, <u>PLUS</u> one original AND one electronic copy
Public opening	Yes
Bonds required	Yes - <u>Performance / Payment</u> bonds only (NO Bid bond)
Professional Liability Insurance	Not Required for this RFP
Project manager	Brant Keller; bkeller@cityofgriffin.com

1.3. SCOPE OF WORK

It is the intent of the City to solicit a full service perpetual maintenance program from a contractor that will provide professional asset management, internet reporting accessibility, engineering services (specific to the maintenance of existing water storage tanks covered by this RFP), all inspection services (washout & visual), all repair and painting services. The proposal shall address all of the information outlined herein. Additionally, each prospective contractor may include such other information as he or she deems pertinent to the proper evaluation of their proposal. Submissions must be typewritten.

It is mandatory that each prospective contractor interested in this proposal climb and inspect the interior and exterior of each tank prior to the submission of their proposal. All contractors are responsible for obtaining any information pertinent to the proper evaluation of the vessel. Contact Mr. Brant Keller, PhD at (678) 692-0391 to arrange appointments for the inspections of the tanks.

Each contractor 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 EPD, A.W.W.A., S.S.P.C., Code of Federal Regulations, N.S.F. Regulations and all other state and federal regulations.

Detailed specifications are listed in the Specification and Response section beginning on page 20.

1.4. PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents **MUST** be included with the contractor's response in addition to any other specific information required and in the order listed below:

- a. ___ Information/Cover Page (*supplied*)
- b. ___ Bid Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
- c. ___ Pricing Sheet (*supplied*)
- d. ___ References Sheet (*supplied*)
- e. ___ Sample Contract
- f. ___ Safety Policy
- g. ___ Tax Compliance form (*supplied*)
- h. ___ Company Registration paperwork – **to be done online***
- i. ___ State Registration
- j. ___ Contractor Affidavit – **an additional copy (showing as notarized) of the Contractor (EV) affidavit must be included with response** (*supplied*)

* If a complete and compliant (*both required documents uploaded*) registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

1.5. EVALUATION CRITERIA

It is imperative the submitted proposal fully address all aspects of the RFP. The proposal response must provide the City's evaluation team with clearly expressed information concerning the contractor's understanding of the City's specific requirements. All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The Evaluation Committee will review all proposals received and determine a ranking based on the information provided. As previously indicated, the Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations/demonstrations with one or more of the selected contractors.

The basis of selection will be the best evaluated response suited for this project. Other considerations in addition to price will include, but are not limited to:

- Ability to meet the City's specifications & provide the service
- Experience
- Quality of workmanship and products used
- Timeliness of project completion
- Additional costs to the City
- Prior Contractor performance
- References
- Guarantees and warranties
- Value added services and/or options
- Financial solvency

At the City's discretion, a short list of the most qualified contractors may be compiled during the evaluation process and additional information requested regarding their submittals may be, either in writing or in a presentation and interview session. The City reserves the right to request product demonstrations or to conduct site visits to assess installations similar to the one proposed.

1.5.1. SELECTION CRITERIA

The following categories will be graded and used for the selection of the successful contractor. Weightings are approximate:

- Ability to meet scope of work 40 %
 - Fee Schedule 35 %
 - Qualifications/Staff Experience/References 20 %
 - Added Value 5 %
-

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.



CITY OF GRIFFIN, GEORGIA

REQUESTS FOR PROPOSAL

GENERAL PROVISIONS

Sections II - VII review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2. SECTION II – COMMUNICATION OF INFORMATION

All available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at \$10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Contractor's responsibility to check the City's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFP must be submitted in the following format:

Company Name

- Question

Citation of relevant section of the RFP

All questions regarding specification/technical issues must be in writing to the Project Manager for this RFP (with a 'cc' to Procurement). The Project Manager, contact email and deadline for questions is noted in section 1.2.

All questions regarding administrative issues must be in writing to the Procurement Analyst:

Address: Cindy Fay
Procurement Analyst
City of Griffin
P. O. Box T, Griffin, GA 30224

Email: cfay@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted on the City's website as an addendum.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this document. The exception to this is the submission of written technical questions to the project manager with Procurement copied. The City reserves the right to reject the submission of the offending contractor if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b>) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Contractor's responsibility to refer to the website for any addenda or other pertinent information before responding to this RFP request.**

2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine contractor responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3. SECTION III –OVERVIEW AND PROCEDURES

Sections II - VII review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1. COMPANY BACKGROUND & EXPERIENCE

Contractors that have not contracted with the city in the past 2 years must provide a list of clients for whom similar services, as detailed in this RFP, have been provided during the past 3-4 years. References must be for the organization or person submitting the response. Subcontractor's references are not acceptable.

The list must include:

Dates of service

Name of contact person

Title of contact person

Phone number of contact person

The Contractor will also disclose any services terminated by the client(s) and the reason(s) for termination.

Failure to provide this information will disqualify the submission response.

3.2. REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted in the Specifications and on the Reference page.

3.3. RFP REQUIREMENTS

3.3.1. SPECIAL CONDITIONS

By submitting a response, Contractors certify that their proposals are made without collusion or fraud and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a RFP are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Contractor. Specifications noted in this RFP shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the contractor's proposed contract and associated legal documents.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive

Contractor's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the contractor, at prices offered in this awarded response. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

3.3.1. RESPONSES

In responding to a RFP, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items when requested may be deemed as sufficient reason to reject a submission. If response forms are not provided for all specification detail items, any non-compliance must be clearly marked, detailed and included with the response submittal. Any items not identified shall be deemed as in compliance. Contractors must: 1) complete any/all required forms; 2) indicate any disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.3.2. PACKAGING OF SUBMITTAL RESPONSE

Submissions must be by the following method:

No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an unbound original and the number of copies specified in Section I. The sealed package must be labeled on the outside as follows:

**(Contractor Name)
RFP # (RFP Number)
(RFP Title)**

Contractor response to this solicitation must consist of the following documents in addition to any specific information requested:

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Contractor Registration is to be completed online, with the following forms needing to be uploaded**
 - **Contractor Affidavit (E-Verify) (available online),**
 - **W-9 (available online),**
 - **Some responses may require an additional notarized Contractor affidavit. (see section 1.4),**
 - **The City cannot award to a contractor that is not registered and compliant,**
- **Tax Compliance form (required if over \$99,000) (supplied if required),**
- **Reference list of a minimum of three (3) references (supplied).**

3.3.3. SUBMISSION OF RFP RESPONSE

The original and specified copies of the response must be delivered to the Procurement Department no later than **the time and date specified in Section I. Any response received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Responses must be submitted to:

**City of Griffin
Attention: Cindy Fay, Procurement Analyst
P. O. Box T, Griffin, GA 30224**

Or delivered to:

Attention: Cindy Fay, Procurement Analyst
100 S Hill Street, 3rd Floor
Griffin, GA 30223

***Note: Notify Procurement via email (cfay@cityofgriffin.com) if submittal is mailed via Post Office (USPS).**

3.3.4. ALTERNATE DOCUMENTS

Documents prepared by the City must be used for the submission of the RFP Response. Alternate document forms or forms that deviate from the requirements of this solicitation may not be considered. Contractors shall not insert in their submission any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

3.3.5. ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the opening date. Contractors should not rely on any representations, statements, or explanations other than those made in this Request for Proposal and its' addendums. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. It is the Contractor's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Contractors must acknowledge any issued addenda. Response submittals which fail to acknowledge the Contractor's receipt of any addendum will result in the rejection of the response submittal if the addendum contains information which substantively changes the City's requirements.

3.3.6. PROPOSAL PRICING, ERRORS AND OMISSIONS

- 3.3.6.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.
- 3.3.6.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.3.7. WITHDRAWAL OF RESPONSE

A Contractor may withdraw his response before the submittal deadline without prejudice to the Contractor by submitting a written request of withdrawal to the Procurement Analyst.

3.3.8. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Response submittals received after the RFP opening date and time will not be accepted. Modifications to responses received after the opening date will not be considered. The City assumes no responsibility for the premature opening of a submittal not properly addressed and identified or not delivered to the proper designation.

3.3.9. MINIMUM ACCEPTANCE PERIOD

Responses shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt. Contractors will be asked for an 'expiration date' for their response, when exceptions are appropriate. This does not impact the contract price once awarded.

3.3.10. DISQUALIFICATION OF RESPONSES OR CONTRACTORS

Contractors may be disqualified from participation in the RFP process for reasons which include, but are not limited to the following:

- 3.3.10.1. Evidence of collusion;
- 3.3.10.2. Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
- 3.3.10.3. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 3.3.10.4. Being in arrears on taxes owed to the State of Georgia;

- 3.3.10.5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises other party on prior projects which, in the City's judgment and sole discretion, raises party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Contractor's ability to properly perform the work;
- 3.3.10.6. Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity; or
- 3.3.10.7. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the Contractor or the rejection of their submittal;

3.3.11. REJECTION/CANCELLATION/AWARD

The City reserves the right to:

- a) reject any and all submittals received outside the time/place stated in the notice;
- b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
- c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
- d) reject any or all responses or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the proposal that is in the best interest of the City, regardless of whether it is the lowest submission;
- g) award the proposals received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this RFP at any time and will not be liable for any cost/losses incurred by the Contractor throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one Contractor is not in the City's best interest, "all or none" offers will be rejected.

3.3.12. COST INCURRED BY CONTRACTORS

All expenses involved with the preparation and submission of the response submittals to the City, or any work performed in connection therewith, are the responsibility of the Contractor(s).

3.3.13. RFP OPENING

All RFP responses will be opened on the pre-determined opening date. The response submittal details and related documents will not be reviewed at the opening; they will be turned over to an evaluation committee. No announcements or awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the RFP process. Refer to section 2.1 for details regarding this Status. **Any RFP-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

3.3.14. AWARD AND RESULTING CONTRACT

Award will be made to the lowest responsive and responsible Contractor whose submittal is compliant to the terms of this solicitation request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Contractor. Specifications noted in this request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the contractor's proposed contract and associated legal documents.

3.3.15. PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to respondents. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

3.3.15.1. FILING A PROTEST

Only contractors intending to submit a response may protest a solicitation and only contractors that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Procurement Department, be in writing and contain the following information in order to be valid:

- 3.3.15.1.1. The name (company), address, telephone number and email of the protestor
- 3.3.15.1.2. Signature and printed name of the protestor
- 3.3.15.1.3. Identification of the solicitation and the sections contested
- 3.3.15.1.4. A statement of reason for the protest including copies of relevant supporting documents
- 3.3.15.1.5. A description of the remedy requested.
- 3.3.15.1.6. A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items offered that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this RFP shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The Contractor may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any Contractor is not satisfactory, the response of such Contractor may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

3.6. NON-COLLUSION AFFIDAVIT

By submitting the notarized signature in the response, the Contractor represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Contractor has not directly or indirectly solicited any other Contractor to put in a sham submittal, or any potential Contractor to refrain from submitting and that the Contractor has not in any manner sought by collusion to secure any advantage over any other Contractor. By submitting a response, the Contractor represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Contractor is independent of the City.

3.7. HOLD HARMLESS AND INDEMNIFICATION

The Contractor agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Contractor, its officers, employees, and agents under any of the terms of this contract.

3.8. BID BONDS (Bid, Performance, Payment)

For any proposal as required and noted in Section 1 of this document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the Contractor's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful Contractors when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of the response. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4. SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - VII review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section (if applicable) will take precedence.**

4.1. LIQUIDATED DAMAGES

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Contractor neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of \$500.00 per day of non-compliance.

4.2. FORCE MAJEURE

The City and Contractor will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

- 4.2.1.** The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 4.2.2.** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 4.2.3.** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;
- 4.2.4.** The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.3. CONTRACTOR'S INVOICE

- 4.3.1.** The Contractor shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: (insert project manager name), PO Box T, Griffin, GA 30224. A proper invoice must include the items below:
 - (a) Name and address of the Contractor.
 - (b) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

- (c) Purchase order number for supplies delivered or work completed.
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
- (f) Name and address to which payment is to be sent.
- (g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.3.2. A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

- (a) Name of contractor
- (b) Purchase Order number
- (c) Ship to Department and Address
- (d) Description, Quantity, unit price, and extension of each item.
- (e) Date of delivery or shipment.

4.4. TAX LIABILITY

The City is exempt from sales tax under Georgia law. The successful Contractor will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request. No purchase made by an entity or contractor is qualified to be exempt other than those made directly by the City.

4.5. PAYMENT

Payment will be made for deliverables satisfactorily executed and accepted by the City; standard terms are net 30.

4.6. ESTIMATED QUANTITIES

Any quantities of items specified in the Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Contractor shall furnish to the City all items specified in the Schedule & Summary and called for by orders issued in accordance with the Ordering clause.

4.7. ASSIGNMENT OR NOVATION OF CONTRACT

The Contractor shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.8. TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Contractor at least thirty (30) days before the effective date of termination. The Contractor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Contractor does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The Contractor also has a right to terminate this contract for cause by providing a written notice of intent to terminate at least thirty (30) days prior to the effective date of the contract termination.

4.9. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City, such as an unforeseen project cancellation. Any such termination shall be effected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. The City will be responsible for payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc.

4.10. TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the City's termination of the resulting contract for fund appropriation, the Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.11. CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.12. REPORTING DISPUTES

The Contractor shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5. SECTION V –INSURANCE REQUIREMENTS

Sections II - VII review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Contractor shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the response submittal. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change or cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract (minimum of ten [10] days). It shall be the responsibility of the Contractor to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Contractor's liability.

5.1. STANDARD INSURANCE REQUIREMENTS

5.1.1. The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

5.1.2. Commercial General Liability Insurance - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Contractor should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based.

The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

5.1.3. Automobile Insurance - \$1,000,000 limit per person or \$2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.1.4. Umbrella Coverage

5.1.4.1. *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor is otherwise required by law to provide such coverage. The Contractor shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Contractor does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.4.2. *Professional Liability/Errors & Omissions Insurance* - \$2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.2. OTHER INSURANCE PROVISIONS

5.2.1. All Coverage

5.2.1.1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2. If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

5.2.1.3. Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Contractor, the City may deduct from sums due to the Contractor any premium costs advanced by City for such insurance.

5.2.2. Commercial General Liability and Automobile Liability Coverage

5.2.2.1. The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which the Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2. The Contractor's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

5.2.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4. Coverage shall state that Contractor's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.3. Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Contractor in the performance of services under this Agreement (*see 5.1.4.1*).

5.2.4. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.2.5. Acceptability of Insurer

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

5.2.6. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.2.7. Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the successful Contractors contracting for physical labor or providing services with the City:

6.1. VENDOR/CONTRACTOR AFFIDAVIT

6.1.1. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.2. SUBCONTRACTORS

6.2.1. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

6.2.1.1. Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Contractor is liable to the City.

6.2.1.2. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

6.2.1.3. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands

and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all contractors that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

***Please separate and use the following pages with your response submittal.
Additional pages may be used as needed. Thank you for your interest and
participation in this opportunity.***



**CITY OF GRIFFIN, GEORGIA
REQUEST FOR PROPOSAL**

**SPECIFICATIONS AND
RESPONSE SUBMITTAL COVER**

RFP #19-010

For

WATER TANK MAINTENANCE PROGRAM

Submitted by:

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

**Submittal Deadline:
Thursday, March 28, 2018 at 2:00 P.M.**



SPECIFICATIONS & RESPONSE

19-010

WATER TANK MAINTENANCE PROGRAM

OVERVIEW

It is the intent of the City to solicit a full service perpetual maintenance program from a contractor that will provide professional asset management, internet reporting accessibility, engineering services (specific to the maintenance of existing water storage tanks covered by this RFP), all inspection services (washout & visual), all repair and painting services. The proposal shall address all of the information outlined herein. Additionally, each prospective contractor may include such other information as he or she deems pertinent to the proper evaluation of their proposal. Submissions must be typewritten.

It is mandatory that each prospective contractor interested in this proposal climb and inspect the interior and exterior of each tank prior to the submission of their proposal. All contractors are responsible for obtaining any information pertinent to the proper evaluation of the vessel. Contact Mr. Brant Keller, PhD at (678) 692-0391 to arrange appointments for the inspections of the tanks.

Each contractor 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 EPD, A.W.W.A., S.S.P.C., Code of Federal Regulations, N.S.F. Regulations and all other state and federal regulations.

All requirements and answers to the questions noted below are mandatory. Any deviations or exceptions to the requirement must be detailed in the section provided.

8.1. General Submission

- 8.1.1.** Response must include an informative narrative report of your company's background. Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing service under this contract shall 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. All full time GA Engineering employees with N.A.C.E. certifications must be listed.
- 8.1.2.** Proposal shall include, but not limited to, the details of appropriate work and renovation plan for the tank. This shall include but not be limited to, the evaluation of the tank with particular regard to the internal and external structural condition of the tank and any of its appurtenances, need for painting and condition of the foundation.
- 8.1.3.** A list of systems that are currently in your Maintenance Program are to be submitted. Include the Name of the System, Person of Contact, Telephone Number of Contact, and Number of Tanks in the System under contract. A minimum of forty [40] systems (not tanks) must be submitted. Any company with less than forty (40) existing systems under their maintenance program will not be considered
- 8.1.4.** Response shall describe the particular details on all structural or miscellaneous repairs necessary for the tank. This should include the need for steel replacement, steel parts, expansion joints, water level indicators, sway rods, manhole covers, and gaskets and any other components of the tank
- 8.1.5.** Responses shall also specify the frequency and degree of inspection and cleanout services the Owner 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. The provider must give the owner at least a two week notice before arriving to work on the tank. At a minimum, a written report along with photographs shall be prepared and submitted to the City within thirty (30) days of completion of inspections. Additionally, each perspective contractor should address the requirements to assume responsibility for all corrections and repairs to the tank necessitated by acts of vandalism or through normal deterioration.
- 8.1.6.** Responses must adhere to all specifications listed. All surface preparation and coatings specified should be strictly adhered to with no variance. These specifications are identified within this RFP as Tank

renovation specifications. In addition, all rules and regulations of the State of Georgia will be strictly adhered to. **Any and all permits, approvals, etc., required by the State of Georgia will be the responsibility of the successful contractor.**

- 8.1.7.** The Schedule of Work located below outlines when all renovation work is to be performed. ***There will be no deviation from this schedule of work as a maximum timeframe; however, should any tank experience premature coating failure occur, then the coatings must be repaired at once utilizing best practices including touch up and/or complete renovation of the existing surfaces utilizing these specifications.***
- 8.1.8.** The successful contractor shall submit a detailed insurance certificate by a carrier possessing an AM Best rating of A or better prior to the contract award. This insurance certificate should detail all levels of insurance that may be required by the City to accept a contractual obligation. In addition, the contractor shall provide a detailed certificate that indicates they carry Pollution Liability Insurance in the amount of no less than \$2,000,000.00 of coverage.
- 8.1.9.** Responses should include a detailed contract document for the tanks to be included in this RFP. The specific timeframe for the contract document shall be ten (10) years. **Any inflation must be included in the 10 year proposal.** The contract document must include a specific cancellation clause, which indicates procedures that the City may take for cancellation of the contract. The contractor may not cancel the contract for any reason other than non-payment by the City.
- 8.1.10.** Responses 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.
- 8.1.11.** Responses shall include evidence of a computerized asset management system to be utilized in the professional asset management of the water storage tanks identified in this RFP.
- 8.1.12.** Responses shall include evidence of contractor's State of Registration and also registration for the State of Georgia if not a Georgia contractor. The contractor must also be a registered and compliant contractor for the City prior to the award of any contract.
- 8.1.13.** Responses shall include a list of any cancellations of their maintenance agreement or any and all legal actions or arbitration proceedings against the organization, officer or partner on the organization has been a party for the past five (5) years. This list shall include project/system name, dates involved and contact information.
- 8.1.14.** List the GA Engineers and NACE certified employees.
- 8.1.15.** Has your organization ever failed to complete any work awarded to you? If so, explain.
- 8.1.16.** Has your organization ever been removed from a project? If so, explain.
- 8.1.17.** Has your organization ever been involved with bankruptcy proceedings? If so, explain.
- 8.1.18.** Has your organization ever been denied a bid, performance or payment bond? If so, explain.

8.2. Additional Insurance Requirements

- 8.2.1.** The Comprehensive Public Liability and Property Damage Policies carried by both the prime and the subs shall contain an endorsement to include the coverage of the following hazards:
- 8.2.1.1. Explosion collapse, and underground property damage to include any damage or destruction of property below the surface of the ground such as wires, conduits, pipes, mains, sewers, etc., caused by the Firm's operations.
- 8.2.1.2. The collapse of or any structural injury to any building, structure, or property on or adjacent to the City's operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- 8.2.1.3. Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.
- 8.2.2. Contingent or Protective Liability and Property Damage.** In case part of this Contract is sublet, the Firm shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his subfirms in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of

\$500,000/\$1,000,000 for Public Liability Insurance and \$250,000/\$500,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the City.

- 8.2.3. Pollution Liability Policy.** The Contractor shall maintain Pollution Liability Insurance with the City and their servants, agents, and employees listed as additional insured in amounts not less than \$2,000,000

WORK TO BE PERFORMED

All prospective contractors are responsible for obtaining any information pertinent to the proper evaluation of the tanks. It is mandatory that each contractor interested in this proposal climb and inspect the interior and exterior of each tank prior to the submission of their response. Appointments for these inspections can be made by contacting Brant Keller, PhD at bkeller@cityofgriffin.com or by calling 678-692-0391.

The following specifications shall be strictly adhered to in regards to any and all work tasks performed. The work schedule shall be in accordance with the enclosed "Schedule and Fee Submission" sheet. All requirements noted below are mandatory. Any deviations or exceptions to the requirement must be detailed with the item number noted

8.3. Visual Engineering Inspection Service

- 8.3.1.** Engineering inspection and preventive maintenance.
- 8.3.2.** Any needed repairs/touchup.
- 8.3.3.** Provide emergency repair service
- 8.3.4.** Ensure Tanks complies with all federal and state regulations
- 8.3.5.** Maintain as per the maintenance program
- 8.3.6.** Provide Written Report with Photographs of Inspection within Thirty (30) Days.

8.4. Washout & Disinfection Inspection Service

- 8.4.1.** Washout inspection, Disinfection and preventive maintenance
- 8.4.2.** Any needed repairs/touchup
- 8.4.3.** Provide emergency repair service
- 8.4.4.** Ensure Tanks complies with all federal and state regulations
- 8.4.5.** Maintain as per the maintenance program
- 8.4.6.** Provide Written Report with Photographs of Inspection within Thirty (30) Days.

8.5. Exterior Renovation

- 8.5.1.** All exterior surfaces including the dome, bowl, shell walls, balcony, riser columns, ladders, venting, pipes and other appurtenances and component parts will be power washed following a chlorine treatment as set forth in the Steel Structures Painting Council Specification Surface Preparation Specification Number 1, SSPC-SP1 "Solvent Cleaning". Power washing will be a minimum of 4000 PSI (at nozzle tip) to remove contaminants such as dirt, dust, mold, mildew, chalk and other foreign contaminants. All areas of oxidation, peeling paint and runs/sags will be cleaned in accordance with the Steel Structures Painting Council Specification Surface Preparation Specification Number 2, SSPC-SP2 "Hand Tool" cleaning and Number 3, SSPC-SP3 "Power Tool" cleaning to remove all loose mil scale, loose rust, loose paint, and other loose detrimental foreign matter.
- 8.5.2.** Spot Prime - All exterior surfaces which have been cleaned to bare metal will be primed with one coat of a Tnemec Series Epoxy applied at a rate to achieve 3.0-5.0 mils dry film thickness.
- 8.5.3.** Finish Coat – all exterior surfaces (100%) shall receive one full finish coat of a Tnemec Series Urethane applied at a rate to achieve 2.0-3.0 mils dry film thickness.
- 8.5.4.** Any Existing Logos and/or Artwork shall be re-traced.

8.6. Interior Renovation

- 8.6.1.** The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish

8.6.2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.

8.6.3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:

8.6.3.1. Primer Coat: One [1] complete coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils.

8.6.3.2. Finish Coat: One [1] complete finish coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 5 mils

8.6.3.3. Contrasting Color: Each coat of epoxy paint shall be of contrasting color

8.6.3.4. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams after Primer coat and prior to Finish coat

8.6.3.5. Caulking: All seams around structured beams and lapped steel shall be caulked with Sika-Flex 1A.

8.6.4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM)

8.6.5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.

NOTICE:

All maintenance program costs and inflation must be calculated and included in final pricing with the completion deadline of these projects in mind. No "brush" blasting and/or over coating shall be permitted on interior renovations. Should any tank experience premature coatings failure then the coatings must be repaired at once utilizing best practices including complete renovations of the existing surfaces utilizing the above specifications.

NARRATIVE RESPONSES TO GENERAL QUESTIONS – SECTION 8

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Response Submittal: Schedule and Fee Submission
RFP 19-010 Water Tank Maintenance Program

Bid Price Valid Through _____

DESC	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
535,000 Gallon Standpipe-Water Plant Tank	Interior Touch Up & Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Exterior Renovation & Washout Inspection	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Interior Renovation	Visual Inspection & Emergency Service
Price:										
50,000 Gallon Elevated-Water Plant Tank	Interior Touch Up & Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Interior Renovation & Visual Inspection	Visual Inspection & Emergency Service	Exterior Renovation & Washout Inspection	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service
Price:										
1,000,000 Gallon Elevated-Coca Cola Tank	Interior Touch Up & Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Interior Renovation & Visual Inspection	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Exterior Renovation & Washout Inspection	Visual Inspection & Emergency Service
Price:										
1,000,000 Gallon Elevated-Industrial Park Tank	Interior Touch Up & Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Exterior & Interior Renovation	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service
Price:										
1,000,000 Gallon Elevated-ByPass Tank	Visual Inspection & Emergency Service	Interior Touch Up & Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Interior Renovation & Visual Inspection	Visual Inspection & Emergency Service	Exterior Renovation & Washout Inspection	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service
Price:										
TOTAL:										
GRAND TOTAL: <i>all years PLUS all additional costs</i>										

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

Response Submittal: Schedule and Fee Submission – cont'd
RFP 19-010 Water Tank Maintenance Program

List and explain any other additional or potential charges **not included** in above table:

Description	Cost
Additional charge for:	\$ _____
Other costs (specify):	\$ _____
Other costs (specify):	\$ _____
Other costs (specify):	\$ _____

Date-Tank1 site visit/inspection (m/d/yy) – 535,000 gal Standpipe _____

Date-Tank2 site visit/inspection (m/d/yy) – 50,000 gal Elevated _____

Date-Tank3 site visit/inspection (m/d/yy) – 1,000,000 gal Coca Cola _____

Date-Tank4 site visit/inspection (m/d/yy) – 1,000,000 gal Industrial Park _____

Date-Tank5 site visit/inspection (m/d/yy) – 1,000,000 gal ByPass _____

List any/all exceptions to specified requirements:

Additional comments/recommendations: _____

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: _____

Contact Person: _____
(Signature) (Printed Name)



CONTRACTOR DISCLOSURES 19-010

All solicitations **MUST** contain signed and notarized statement of Non-Collusion and non-Conflict of Interest. Any **YES** response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Contractor' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws.

I certify that this bid response is genuine and is not a collusive or sham proposal. I further state that:

- The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other contractor, contractor or potential responder to the solicitation; and
- No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Contractor.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any contractor has an unfair competitive advantage over other contractors. A conflict is also perceived if any previous history would make it impossible for the contractor to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

Company Name

Signature of Authorized official of company

Printed Name

Sworn to and subscribed before me this ____ **day of** _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

OTHER CONTRACTOR DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

Debarment. Contractor certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Contractor been deemed ineligible from participating in any business with any government agency in the past five (5) years?

REFERENCES

Submit a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 2:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 3:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

COMPLETED BY:

Company Name: _____

Contact Person: _____
(Signature) (Printed Name)



TAX COMPLIANCE FORM*

**Must be completed for all submittals with an aggregate total of more than \$99,000.00.*

INSTRUCTIONS TO CONTRACTORS

Please complete the following information:

- Contractor's Name: _____
- Physical Location Address: _____

- Federal Identification Number (FEI): _____
- Have you ever been registered in the State of Georgia? _____
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI): _____
 - Sales and Use Tax Number: _____
 - Withholding Tax Number: _____
- What type of service will you perform? _____
- Will you sell any tangible personal property or goods? _____
- Contractor's Affiliate's Name: _____
 - FEI: _____
 - STI: _____
 - Sales and Use Tax Number: _____
 - Withholding Tax Number: _____

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling contractor's tax issues (such as the CFO, the company tax officer, etc.):
 - Name: _____
 - Telephone Number: _____
 - E-mail Address: _____

NOTICE TO CONTRACTOR:

In the event the contractor is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the contractor is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.



CONTRACTOR REGISTRATION

Contractor Registration with the City Of Griffin consists of the following:

The City of Griffin now has online self-service registration, via Vendor Registry. In order to be registered as a City of Griffin contractor, you must access the registration via the City's site. This will give you the opportunity to keep your information accurate and current. It also permits unlimited NIGP commodity codes, allowing for notifications based on your specific business criteria. In addition to the visibility to the City, this service will allow for other agencies in our area to have visibility of your company and it will allow you to have visibility of opportunities from other agencies in our area. There is no charge for this basic service, but you do have the option to automatically expand your visibility to other areas for a small fee to Vendor Registry at any time.

TO REGISTER:

- ✓ Please visit our website at www.cityofgriffin.com
- ✓ Select "Resources"
- ✓ Select "Register my Business with the City"
- ✓ Complete your registration by following the instructions provided
 - Two documents (forms included below) will be required to be **uploaded online** before your registration is complete. They are:
 - **Contractor Affidavit** – This document is also referred to as the E-Verify affidavit and has been updated to reflect new laws that have recently gone into effect. An E-Verify (EV) number is REQUIRED by the State of Georgia (OCGA § 13-10-91) if you provide labor or services to the City that is valued in excess of \$2,499.99. In addition to the EV number and signature, the affidavit must be notarized. If you are a sole proprietor or your company provides only products, simply initial the statement that applies to your situation and sign. **There is no need to notarize the affidavit unless you provide your EV number.**
 - **W-9** – This document supplies the Employer Identification Number (EIN) or the Social Security (SS) number of the contractor.

Note: *If you have problems getting registered, Vendor Registry is available to answer questions and help get you registered; they can be reached toll-free at (865) 777-4337. The City is also available to help.*

If you are registered on Vendor Registry with another agency other than City of Griffin, you can 'piggyback' off of your existing profile to create a profile for Griffin. Contact Vendor Registry or our Procurement office for help in creating this new record.



CONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

- A) ____ My company provides products only for the City (no physical labor or services).
B) ____ I am a sole proprietor and have no employees.
C) ____ My company is providing labor or services on a one-time basis that amounts to under \$2,500.00.
D) ____ My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

BY: Authorized Officer or Agent

Printed Name

Date

Company / Contractor Name

Title of Authorized Officer or Agent of Contractor

While the City requests a signed affidavit from every contractor, only those that provide labor or services that could amount to \$2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

EEV / (E-Verify # issued by Homeland Security IF checked above)

Sworn to and subscribed before me

This _____ day of _____, 20 ____

Notary Public _____

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).