



REQUEST FOR PROPOSALS

CHLORINATION SYSTEM FOR OAK RIDGE OUTDOOR POOL (FY2019-151)

PROPOSAL DUE DATE

April 8, 2019

2:00 p.m., Local Time

**at the
Central Services Complex Finance Department Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819
Email: lmajeski@oakridgetn.gov
Attn: Lyn Majeski**

**REQUEST FOR PROPOSAL
Outdoor Pool Chlorination System**

GENERAL INFORMATION

Purpose

The City of Oak Ridge is soliciting proposals for the chemical change-out from gaseous chlorine system to a solid form of chlorine and chlorinating system as its main form of sanitation at the Oak Ridge Municipal Outdoor Pool. The Pool is located at 172 Providence Road, Oak Ridge, Tennessee, 37380. The City envisions installing four (4) chlorinators on four (4) existing pumps and linking them to an existing BECS chemical feeder system. The systems will be sanitizing 2.2 million gallons of water with a surface area of an acre.

Proposal Due Date

All proposals shall be sent in a sealed envelope to the following address:

By mail:

Attn: Lyn Majeski
Purchasing Manager
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831

By express mail or personal delivery:

Attn: Lyn Majeski
Purchasing Manager
City of Oak Ridge
100 Woodbury Lane
Oak Ridge, Tennessee 37830

The outside envelope must be clearly marked with the following description: "RFP – Outdoor Pool Chlorination System." It is the respondent's responsibility to deliver responses to the exact location specified prior to the proposal due date and time.

Proposals will be publicly opened and names read aloud at 2:00 p.m. local time on April 8, 2019. The main purpose of this opening is to reveal the names of the respondents, not to serve as a forum for determining the awarded proposal.

All respondents shall submit the enclosed proposal sheet complete with all requested information as an accompaniment to their proposal. No faxed, emailed or telephoned proposals will be accepted. Late proposals are not accepted.

Questions

For questions, please contact Lyn Majeski at (865) 425-1819 or lmajeski@oakridgetn.gov. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. Any interpretation or clarification made in response to questions received which could affect a vendor's response to this RFP will be posted on the City's website at www.oakridgetn.gov (go to Online Bid Requests). All questions must be asked by 5:00 p.m. on March 29, 2019 and answers will be posted by 5:00 p.m. on April 1, 2019.

Required Services

Required services will include, but are not limited to, the following:

1. The installation of four (4) chlorinating systems on four (4) pool pumps. Two (2) pumps are located at the shallow end of the pool, under a shade shelter with the chemical feeder system located in an adjacent building. The second set of pumps are located at the deep end of the pool, under a shade shelter, with the chemical feeder system located in the building beside those pumps.

Chlorinator specifications:

- a. Capacity: 300lbs dry chlorine tablets
 - b. Feed Rate: 500lbs of available chlorine per day
 - c. Recommended Pool Size: 50,000-1,600,000 gallon stabilized
 - d. Chlorinators shall incorporate spray technology to dissolve tablets. Erosion-type feeders are not acceptable.
2. Service and maintenance for equipment must have an in person response time of no more than (2) two hours.
 3. The use of subcontractors is permitted, but all subcontractors are subject to approval by City staff. The primary contractor maintains full responsibility for fulfilling the contract requirements.
 4. The contractor will be responsible for the cleanup and removal of **all** materials and debris.
 5. Proposals should be written to show the cost per chlorinator with installation.
 6. The timetable for the project will be as follows:
 - a. Proposals must be submitted by April 8th, 2019.
 - b. Project must be completed no later than May 2, 2019.
 - c. Return for an inspection and orientation of systems between May 6, 2019 and May 10, 2019.
 7. The proposal will designate the project manager, who will be responsible for the management of all aspects of the project. The project manager will be the primary point of contact between the winning bidder and City staff.
 8. Manufacturer(s) and installer(s) must provide proof of liability insurance in the amount of \$1,000,000 covering equipment/materials and installation.

Reservation of Rights

The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of any proposal deemed to be in the best interests of the City. The City reserves the right to request clarification of information submitted, and to request additional information from any respondent. Upon further analysis of need and analysis of costs resulting from responses to this proposal, the City reserves the right to award or reject any portions of the proposal.

Proposals Binding

All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the respondent/vendor for ninety (90) calendar days after the proposal opening.

Confidentiality of Proposal Information

Each Proposal and supporting documents must be submitted in a sealed envelope. All Proposals and supporting proposal documents become public information after the proposal opening and are available for inspection by the general public. If the respondent/vendor submits information that is confidential under Tennessee law, the respondent/vendor shall clearly mark such information as confidential citing the relevant state law provision(s) and place it in a separate section of the Proposal.

Tobacco Products

The selected vendor and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City and the State of Tennessee. Please note smoking and the use of tobacco products, including e-cigarettes, is prohibited inside City facilities.

City Officers and Employees Not To Have Financial Interest

No contract/agreement shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

The selected vendor shall comply with all applicable federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept proposals from vendors in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

Anti-Discrimination

The selected vendor, in performing the work or furnishing the services covered by this RFP, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects.

Competency of Workers / Background Checks

The selected vendor shall only furnish employees who are competent and skilled for work under this RFP. If, in the opinion of the City, an employee of the selected vendor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the agreement, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the agreement. The selected vendor's employees working on this project may be subject to police background checks at the sole discretion of the City prior to commencement of the work.

Warranty

Respondents shall include warranty information with the proposal.

PROPOSAL REQUIREMENTS

Interested firms shall submit the following information for consideration:

1. A document (proposal) outlining the costs for each chlorinator plus installation for a total of four (4) chlorinators.
2. Listings of individual product specification and warranty details.
3. At least three (3) client references with phone numbers where similar services were provided and work completed within the last five (5) years.

Requirements for a Proposal

Each Proposal submitted must include the following in order to be considered by the City:

1. Proposal Signature Sheet. Each Proposal must include a signed and fully executed Proposal Signature Sheet. The Proposal Signature Sheet is contained within this RFP.
2. Vendor Profile. Each proposal must include a Vendor Profile Sheet. The Vendor Profile Sheet is contained within this RFP.
3. Reference Sheet. Each Proposal must include at least three (3) references. Each reference must include the name of the organization and the name, title, and telephone number of a contact person within the organization. The reference sheet is contained with this RFP.
4. Completing proposal. All information must be legible. Any and all corrections and/or erasures must be initialed. A neatly typed document of reasonable length is preferred. Proposals shall be prepared simply and economically providing a straightforward, concise description of the respondent's capabilities and experience to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Expenses incurred in developing and submitting a Proposal is borne entirely by the respondent/vendor.

Agreement to Specifications

By submitting a Proposal, the respondent/vendor agrees to the specifications presented in this RFP except as noted in the respondent/vendor's proposal (specifically label any "Exceptions"). The agreement between the City and the selected vendor is to include and fully incorporate this RFP and the selected vendor's response (proposal).

Agreement

The City will negotiate an agreement with the selected vendor quoting the best value for the City and will require that the agreement be substantially the form set forth in this RFP. If an agreement cannot be successfully negotiated between the City and the selected vendor within a reasonable time as determined by the City, the City will then attempt to negotiate an agreement with the vendor quoting the next best value for the City. The process will continue with other vendors under an agreement is reached or the City terminates efforts to negotiate an agreement.

Insurance

The successful vendor shall provide proof of insurance in the form, coverage, and amounts specified in this agreement template.

Selection Process

A selection will be made by analyzing each written proposal. Initial selection may be made of respondents deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in this RFP.

Projected Schedule

RFP Release.....March 22, 2019
Proposals Due.....April 8, 2019
Project Completion.....May 2, 2019

PROPOSAL SIGNATURE SHEET

Vendor Contact Information

Vendor Name: _____

Contact Name: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____

Email: _____

Vendor Signature

I have reviewed all of the information and specifications in this RFP, have contacted the City regarding any needed clarifications, and have submitted this Proposal with full understanding of the specifications.

Company Officer Name: _____

Title: _____

Signature: _____

Date: _____

Telephone: _____

VENDOR PROFILE SHEET

How many years has your company been in business? _____

How long has this product been on the market? _____

What is your company's Tax ID Number? _____

Will any of your services will be subcontracted to another party? Yes _____ No _____

If yes, on a separate sheet of paper provide the name, contact information, and description of each service each subcontractor will perform.

The City will require the agreement to be bound by the laws of the State of Tennessee. Will your company be able to comply with this requirement? Yes _____ No _____

REFERENCES

Provide three (3) references of customers currently using your product:

Reference Company	
Address	
City, State and Zip Code	
Contact Name	
Title	
Telephone Number	
What Similar Service Was Provided?	

Reference Company	
Address	
City, State and Zip Code	
Contact Name	
Title	
Telephone Number	
What Similar Service Was Provided?	

Reference Company	
Address	
City, State and Zip Code	
Contact Name	
Title	
Telephone Number	
What Similar Service Was Provided?	

AGREEMENT TEMPLATE

The following template shall be the basis of the Agreement between the City and the selected vendor.

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2019, be and between the City of Oak Ridge, Tennessee, a municipal corporation, with a physical address of 200 S. Tulane Avenue, Oak Ridge, Tennessee 37830 and a mailing address of P.O. Box 1, Oak Ridge, Tennessee 37831, hereinafter referred to as the "City," and _____, with a physical address of _____ and a mailing address of _____, hereinafter referred to as the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Agreement

The Contractor shall provide to the City certain products and installation services as set forth herein and as outlined in the City's Request for Proposals and the Contractor's Proposal, copy of which are attached hereto and incorporated herein by reference (Exhibits A and B, respectively). [Insert text of further explanation of product/services to be provided.]

In performance of this Agreement, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term

This Agreement shall commence on the date first written above and shall terminate on _____.

ARTICLE 3 – Compensation

The City agrees to pay the Contractor as follows: _____.

ARTICLE 4 – Compliance with All Laws, Ordinances, Statutes, and Regulations

In the performance of this Agreement, the Contractor shall comply with all applicable federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 5 – Subcontracting and Assignment

The parties hereto agree that neither shall assign, subcontract, or transfer their interest in this Agreement without the advanced written consent of the other party and further agree that this Agreement binds the parties, their successors, trustees, assignees, and legal representatives. The City will not approve a request to subcontract until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

ARTICLE 6 – Prior Verbal or Written Statements Not Binding

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representatives of the City and the Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.

ARTICLE 7 – Dispute Resolution

The parties agree that disputes relative to the products delivered and work performed should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute the Contractor shall proceed with the work as per this Agreement as if no dispute existed. No dispute will be submitted to arbitration or binding mediation without both parties' express written consent.

ARTICLE 8 – Insurance

A. Generally. Throughout the duration of this Agreement, including applicable renewals thereto, the Contractor shall secure and maintain in full force the types of insurance set forth below and in at least the minimum amounts set forth below. The City of Oak Ridge, Tennessee shall be named/listed as an *additional insured* and not just a certificate holder.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of a material change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

B. Types of Insurance. The minimum amounts per type of insurance are as follows:

1. Comprehensive General Liability.

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable Tennessee statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$300,000	each person
	\$700,000	each occurrence
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 9 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance to perform the work/services under this Agreement and maintain the same in full force and effect.

ARTICLE 10 – Independent Contractor

The Contractor is an independent contractor and as such neither the Contractor nor its personnel are agents or employees of the City. The Contractor is responsible for payment of any and all federal, state, and local taxes.

ARTICLE 11 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Agreement; provided, however, that the Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Contractor is not responsible.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Agreement, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Agreement shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Agreement.

ARTICLE 12 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Agreement, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall

inform all of its subcontractors and vendors providing work or services under this Agreement of this requirement and shall ensure compliance therewith.

ARTICLE 13 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 14 – No Waiver

The failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any term, condition, or provision of this Agreement.

ARTICLE 15 – Severability

If any provision is held to be unenforceable by a court of competent jurisdiction, the enforceability of the other provisions shall not be affected.

ARTICLE 16 – Governing Law

This Agreement is entered into, under, and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Tennessee.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its City Manager, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

City Manager

NAME OF SELECTED VENDOR

Name, title, signature, etc.

Attachments: Exhibit A – Request for Proposals
Exhibit B – Contractor's Proposal