

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program



City of Crestview, Florida
June 15, 2022

Maryanne Schrader, City Clerk
Phone (850) 682-1560
Facsimile (850) 682-8077
PO Box 1209/198 N. Wilson Street
Crestview, Florida 32536

NOTICE TO PROPOSERS

The City of Crestview, Florida (City), is accepting sealed competitive submittals for Proposal for Water Storage Tank Maintenance. The intent of this Request for Proposals (RFP) is to solicit and obtain the services of an experienced water storage tank maintenance firm to enter into a long-term, full-service agreement with the City of Crestview to provide a maintenance program for the water storage tanks within the City's potable water system. This program shall include, but is not limited to, the following: inspection, rehabilitation, as-needed repairs, recoating, washout services and preventive maintenance. The selected firm shall enter into a long-term agreement to assume full responsibility and accountability for all maintenance issues related to the City's water storage tanks. Any submittal should include all costs associated with labor, materials, equipment, overhead, profit, travel, reimbursables, inflation and all other expenses related to the provision of the necessary service as defined in the Scope of Work and the Schedule of Work. It is the intent of this RFP to determine the most qualified firm to which the City of Crestview could contract these services.

Proposals must be received by the City Clerk's Office at the City of Crestview, 198 N. Wilson St./PO Box 1209, Crestview, Florida 32536, in a sealed envelope clearly marked "RFP No. 22-07-27-PS, **PROPOSAL FOR "WATER STORAGE TANK MAINTENANCE PROGRAM"**, along with the name, return address and telephone number of the firm submitting the proposal, no later than 2:00 p.m. Central Daylight Time, on July 27, 2022 at which time they will be opened and identified aloud.

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSALS (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

I. **PURPOSE:** The purpose of RFP No. 22-07-27-PS is to secure sealed proposals for, **Water Storage Tank Maintenance Program**

II. **SCOPE OF WORK:**

Project Description

City of Crestview currently owns, operates, and maintains six (6) potable water storage tanks as part of the City's water distribution system. The tank names and sizes are the following:

1. 100,000 Elevated -- Tank #2
2. 500,000 Elevated – Tank #4
3. 500,000 Elevated – Tank #6
4. 500,000 Elevated – Texas Tank
5. 500,000 Elevated – Tank #9
6. 500,000 Pedisphere – Antioch Tank

ITEMS TO BE ADDRESSED IN RFP

The details of this proposal shall include information on all the following items. Additionally, each prospective firm may submit such other information as deemed appropriate for the proper evaluation of their proposal.

A. Proposal shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume' detailing the experience of all individuals responsible for providing service under this contract should be submitted. Principals involved should be listed along with the names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract. All full-time employees with N.A.C.E. certifications must be listed.

B. Proposal shall include the details of appropriate work and renovation plan for the tanks. This shall include but not be limited to, the evaluation of the tanks with particular regard to the internal and external structural condition of the tanks and any of its appurtenances, need for painting and condition of the foundation.

C. A list of systems that are currently in your Maintenance Program should be submitted. Include the Name of the System, Contact Person, 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.

D. Proposal shall describe the details on all structural or miscellaneous repairs necessary for the tanks. This should include the need for steel replacement, steel parts, expansion joints, water level indicators, sway rods, manway covers and gaskets, and any other components of the tanks.

E. Proposal 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 one week notice before arriving to work on the tank. At a minimum, a written report along with photographs shall be prepared and submitted within thirty (30) days of completion of inspections. Additionally, each prospective firm should address the requirements to assume responsibility for all corrections and repairs to the tanks necessitated by acts of vandalism or through normal deterioration.

F. A detailed proposal shall adhere to the specifications given in this Request for Proposal. All surface preparation and coatings specified should be adhered to strictly; there will be no variance. These specifications are identified in this Request for Proposal under the Specifications of Work section below. In addition, all rules and regulations of the **State of Florida** will be adhered to strictly. **Any and all permits, approvals, etc., required by the State of Florida will be the responsibility of the successful firm.**

G. Each bidder shall submit a detailed insurance certificate of the firm. This insurance certificate

should detail all levels of insurance that may be required by the **City of Crestview** to accept a contractual obligation. **The insurance carrier must possess an AM Best rating of A- or better.** In addition, all firms 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. A copy of this insurance certificate **must be** attached to the last page of this RFP and is mandatory for consideration of RFP response.

H. Each proposal should include a detailed contract document for the tanks to be included in this RFP. This contract shall **not** be a specific timeframe. The maintenance contract can be extended for an **indefinite period** of time unless the City of Crestview elects to cancel. Within the contract document shall be a specific cancellation clause, which indicates procedures that the **City of Crestview** may take for cancellation of the contract. **The firm may never cancel the contract for any reason other than non-payment by City of Crestview. Moderate inflation (no more than 5% per annum) shall be allowed in contract. A maximum % must be specified in the pricing form and the inflation cannot be tied to the Consumer Price Index.**

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

J. Each proposal shall include evidence of proposer's State of Registration and must have a State of Florida contractor's license.

K. Each proposal shall include a listing of any cancellations of their maintenance agreement within the last 5 years including the system name, contact information, and reason for cancellation.

L. Each proposal shall include a listing of any litigations within the last 10 years including the system name, contact information, and a brief explanation of the litigation.

Specifications of Work

The following specifications shall be strictly adhered to in regard to any and all work tasks performed under the maintenance program. The specifications should be performed in conjunction with the attached schedule of work.

Contractor must furnish and install pressure relief valves on the fire hydrants during washouts and renovations so we can keep customers in supply of water and correct pressure for that system or zone for no additional charge. Contractor will set pressure(s) according to City recommendations.

Visual Engineering Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tanks comply with all federal and state regulations.

5. Maintain as per the maintenance program.
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days

Washout & Disinfection Inspection Service

1. Washout inspection, Disinfection, and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tanks comply with all federal and state regulations.
5. Maintain as per the maintenance program.
6. Provide Written Report with Photographs of Inspection within Thirty (30) Days

Exterior Renovation – Steel Tanks

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.
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.
3. Finish Coat – all exterior surfaces (100%) shall receive one full finish coat of a Tnemec Series compatible coating applied at a rate to achieve 2.0-3.0 mils dry film thickness.
4. Any Existing Logos and/or Artwork shall be re-traced.

Interior Renovation – Steel Tanks

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 “Near White” finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. 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.
 - e. Caulking: All seams around structured beams and lapped steel shall be caulked with Sika-Flex 1A
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A.

- Spray Method No. 2 (200 PPM).
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**

III. TERMS AND CONDITIONS

Schedule of Work (Initial 10 Years)

100,000 Elevated – Tank #2

- Year 1 – Washout Inspection
- Year 2 – Visual Inspection
- Year 3 – Exterior & Interior Renovation
- Year 4 – Visual Inspection
- Year 5 – Washout Inspection
- Year 6 – Visual Inspection
- Year 7 – Washout Inspection
- Year 8 – Visual Inspection
- Year 9 – Washout Inspection
- Year 10 – Visual Inspection

500,000 Elevated – Tank #4

- Year 1 – Washout Inspection
- Year 2 – Visual Inspection
- Year 3 – Washout Inspection
- Year 4 – Exterior Renovation & Visual Inspection
- Year 5 – Washout Inspection
- Year 6 – Visual Inspection
- Year 7 – Interior Renovation
- Year 8 – Visual Inspection
- Year 9 – Washout Inspection
- Year 10 – Visual Inspection

500,000 Elevated – Tank #6

- Year 1 – Visual Inspection
- Year 2 – Washout Inspection
- Year 3 – Visual Inspection
- Year 4 – Exterior Renovation & Interior Renovation
- Year 5 – Visual Inspection
- Year 6 – Washout Inspection

Year 7 – Visual Inspection
Year 8 – Washout Inspection
Year 9 – Visual Inspection
Year 10 – Washout Inspection

500,000 Elevated – Texas Tank

Year 1 – Visual Inspection
Year 2 – Exterior Renovation & Washout Inspection
Year 3 – Visual Inspection
Year 4 – Washout Inspection
Year 5 – Visual Inspection
Year 6 – Washout Inspection
Year 7 – Visual Inspection
Year 8 – Interior Renovation
Year 9 – Visual Inspection
Year 10 – Exterior Renovation

500,000 Elevated – Tank #9

Year 1 – Visual Inspection
Year 2 – Washout Inspection
Year 3 – Visual Inspection
Year 4 – Exterior Renovation & Washout Inspection
Year 5 – Visual Inspection
Year 6 – Washout Inspection
Year 7 – Visual Inspection
Year 8 – Interior Renovation
Year 9 – Visual Inspection
Year 10 – Washout Inspection

500,000 Pedisphere – Antioch Tank

Year 1 – Warranty Washout Inspection
Year 2 – Visual Inspection
Year 3 – Washout Inspection
Year 4 – Visual Inspection
Year 5 – Washout Inspection
Year 6 – Visual Inspection
Year 7 – Washout Inspection
Year 8 – Visual Inspection
Year 9 – Exterior Renovation & Washout Inspection
Year 10 – Visual Inspection

This is **not** a 10-year contract but is a long-term agreement that can be continued indefinitely. After the specified timeframe above, washouts must be performed every two years and visual

inspections must be performed on an annual basis. **At a minimum, the exteriors must be painted every 8 years and the interiors painted every 12 years.**

All future renovations shall be performed according to the specifications listed above in this RFP. 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 for no extra charge from the contractor.

IV. SUBMITTAL FORMAT

The Submitted proposals **SHALL** be submitted in the format described below:

1. Letter of interest:

- a. An individual authorized to legally bind the firm shall sign the transmittal letter. The letter shall include the firm's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the City about the confidential nature of the information.
- b. Specific services offered by the firm – ensure that all aspects of Water Storage Tank Maintenance Program outlined above are covered.

2. Table of Contents.

3. Joint Ventures, Background Information & Business Credentials – Provide a synopsis of the firm's qualifications, to include specific capabilities of the firm:

- a. Name, address, telephone number, fax number and e-mail address of the firm including all d/b/a's or assumed names or other operating names of the firm.
- b. Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the firm's performance under the terms of this RFP.
- c. Local office address and phone number (if any).
- d. Joint venture information/previous experience. Firms submitting proposals as a joint venture shall submit to the City, as part of proposals, a copy of any joint

venture agreement.

- e. **Registration** – State of Florida licensing/registration qualifications of the firm’s personnel and business office. Provide copies of same.
4. The firm shall prepare an **executive summary** and overview of the RFP requirements, including all the following information:
 - a. Statements that demonstrate that the firm understands and agrees with the terms and conditions of the RFP.
 - b. Statement through which the firm certifies that the contents of the proposal are true and accurate.
 - c. An overview of the firm’s plans for providing the necessary services to the City.
 - d. An explanation as to why the firm should be awarded this engagement.
5. **Expertise** – Provide proof of your company’s expertise. Include listing of clients verifying same. The firm must provide the following information regarding its experience:
 - a. Number of years in business.
 - b. Number of years’ experience with providing the types of services sought by the RFP.
 - c. Describe the level of technical experience in providing the types of services sought by the RFP.
 - d. Describe any significant changes in your firm’s organization, focus or leadership for the past 10 years and whether any changes are anticipated in the near future.
 - e. Describe any investigative, disciplinary or enforcement actions pending against your firm, and information on any such investigations which concluded with enforcement or disciplinary action against your firm since January 2012.
6. **Specific Accomplishments** – Provide a listing of specific accomplishments with a description of the work performed by the firm of the type of work proposed under this Request for Proposal/Qualifications.

7. **Firm(s) projects** (List as many projects as necessary to adequately describe firm's experience) Include the name and telephone number of the Owner's Representative or Contact. Be especially careful to provide current names, current contact information, to include email of owner's representatives to be contacted by the City.
8. **Project Management Organization** – Provide information for all key personnel who will be involved in executing the services contemplated by this RFP. Include only those who will likely be assigned to this account and indicate the day-to-day contact person or persons. The following information must be included:
 - a. Full name.
 - b. Education, licenses, registrations.
 - c. Years of experience and employment history particularly as it relates to the scope of services specified herein.
 - d. Expected role in the City's transactions.
9. **References** – List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone number, and a brief description of the work performed.
10. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal.
11. **Conflict of Interest Disclosure Form** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the City of Crestview, or any of its agencies. (Attachment #3)

Furthermore, all respondents must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to, or at the time of submission of the proposal, must file a statement with the City Clerk of the City of Crestview, if he is an officer or employee of the City, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

12. **Public Entity Crime Form** Each Bid shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

13. **Drug Free Workplace Certification** – Preference shall be given to businesses with drug-free workplace programs included as Attachment No. 2. Whenever two or more proposals that are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

14. **Liability & Indemnification Form** – To the fullest extent permitted by law, Firm shall indemnify and hold harmless the CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Firm and other persons employed or utilized by the Firm in the performance of this Agreement included as Attachment No. 4.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

15. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Firm under the terms of the Contract. The Firm shall procure and maintain at their own expense any additional types and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Firm shall carry insurance as prescribed herein and all policies shall be with companies which carry an AM-Best financial rating at minimum of (A-).

If a part of this Contract is sublet, the Firm shall require each subfirm to carry insurance of the same types, and in like amounts as carried by the prime Firm.

Certificates of insurance shall state that ten [10] days written notice will be given to City Officials before the policy is changed. No Firm or subfirm will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by City Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name the City of Crestview as additional insured.

The Firm shall secure and maintain in effect for the period of the Contract and pay all premiums for the following types and amounts of insurance.

A. Workman's Compensation and Employer's Liability Insurance

This insurance shall protect the Firm against all claims under applicable State Workmen's Compensation Laws. The Firm shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars [\$100,000] for each person. This policy shall include an "all status" endorsement.

B. Firm's Comprehensive Public Liability and Property Damage Insurance

This insurance shall cover all operations in connection with the performance of this Contract in amounts not less than the following. Bodily injury liability in the amount of Five Hundred Thousand Dollars [\$500,000] for each person and One Million Dollars [\$1,000,000] for each accident and property damage liability in the amount of Two Hundred Fifty Thousand Dollars [\$250,000] for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of Five Hundred Thousand Dollars [\$500,000] for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage Policies carried by both the prime and the subfirms shall contain an endorsement to include the coverage of the following hazards:

[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.

[2] The collapse of or any structural injury to any building, structure, or property on or adjacent to the City of Crestview operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

[3] Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

C. Firm's 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 said 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 of Crestview.

D. Automotive Public Liability and Property Damage

The Firm shall maintain automobile public liability insurance in the amount of not less than \$250,000 for injury to one person and \$500,000 for one accident; and automobile property damage insurance in the amount of not less than \$250,000 for one accident to protect him from any and all claims arising from the use of the following:

- [1] Firm's own automobile and trucks.
- [2] Hired automobiles and trucks.
- [3] Automobiles and trucks owned by subfirms.

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

E. Owner's Protective Liability Policy

The Firm shall maintain Owner's Protective Liability Insurance with the City of Crestview, and their servants, agents, and employees as additional insured in amounts not less than the following:

- [1] Bodily injury in the amount of FIVE HUNDRED THOUSAND DOLLARS [\$500,000] for each person and ONE MILLION DOLLARS [\$1,000,000] for each accident, and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS [\$250,000] for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of FIVE HUNDRED THOUSAND DOLLARS [\$500,000] for all damages arising out of injury to or destruction of property during the policy period.

F. Pollution Liability Policy

The Firm shall maintain Pollution Liability Insurance with the City of Crestview, and their servants, agents, and employees as additional insured in amounts not less than \$2,000,000.

CITY reserves the right to modify its insurance requirements with 60 days' notice to Firm.

16. **Acceptance of Terms and Conditions** - The firm shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the firm objects to any term or condition, the firm must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the firm.
17. **Certification of Independence and No Conflict of Interest** - The firm shall sign and submit with the proposal the document included as Attachment No. 5 in which the firm shall certify that it developed the proposal independently. The firm shall also certify that no relationship exists or will exist during the contract period between the firm and the City that interferes with fair competition or is a conflict of interest. The City reserves the right to reject a proposal or cancel the award if, in their discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the City.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

18. **Authorization to Release Information** - The firm shall sign and submit with the proposal the document included authorizing the release of information to the City.
19. **Firm Proposal Terms** - The firm shall guarantee in writing that the services offered in this RFP will be guaranteed for the term of the contract.
20. **Proposal Form.** The Proposal Form submitted should contain all the mandatory information required in this RFP. Any additional information submitted in support of the Bid shall follow the required information.
21. **Public Access:** The selected firm will be required to have on file with the City a Public Access form for the maintaining of public records

NOTE: FOR PROPOSER'S CONVENIENCE, THIS FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

Sealed Submittal Packages. All Proposals to be considered must be in the possession of the City Clerk no later than 2:00 p.m. Central Daylight Time, on July 27, 2022, at which time shall be opened publicly and identified verbally in the City of Crestview, City Hall Council Chambers, PO Box 1209/198 N. Wilson St., Crestview, Florida. Proposals may be mailed or delivered to the Office of the City Clerk at the address above. An original and one (1) digital copy of the Proposal shall be submitted in a sealed envelope clearly marked "**RFP NO. 22-07-27-PS, PROPOSAL "WATER STORAGE TANK MAINTENANCE PROGRAM"**" along with the name, return address and telephone number of the proposer, and note the time and date of the opening. All copies,

including the digital, must be in the sealed envelope. Emailed copies will not be accepted. Each proposer shall be responsible for their Proposal being delivered on time. Proposals offered or received after the time set for the Proposal Opening shall be rejected and returned unopened to the proposer. The City of Crestview Selection Committee will then review all Proposals and forward their recommendation to the City Council for award.

MAILING AND HAND-DELIVERY ADDRESS:

City of Crestview
ATTN: Maryanne Schrader, City Clerk
PO Box 1209/198 N. Wilson Street
Crestview, Florida 32536

Notification. Questions or requests for Proposal documents, regarding RFP **NO. 22-07-27-PS** “**Water Storage Tank Maintenance Program**” may be directed to the individuals below:

Maryanne Schrader
City Clerk, City of Crestview
PO Box 1209/198 N. Wilson St.
Crestview, Florida 32536
Voice: (850) 682-1560
Fax: (850) 682-8077
Email: cityclerk@cityofcrestview.org

22. **Responsive Proposals.** Only those Proposals fulfilling all requirements outlined in this RFP will be considered.

V. EVALUATION CRITERIA

The City intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The City will use a Bid Selection Committee to review and evaluate the proposals for compliance with the RFP.

The Bid Committee will evaluate and rank all proposals meeting the minimum submission requirements based on professional qualifications and experience. The following considerations will be used as a guide to rank Firms as having best applicable professional qualifications and experience: The Bid Committee will provide the rankings to the City Council accompanied with recommendations.

The evaluation will be based on the criteria below. Each submittal will be eligible for a total of 100 points weighted in accordance with the percentages provided. Each committee member will score each section 0 to 5 with 5 being the highest score. The provided scores account for the assigned percentage of the total score. The scoring sheet to be used by the

committee is provided herein.

25%

Qualifications and experience

- Qualifications and experience of the key personnel
 - All full-time employees with N.A.C.E. certifications must be listed
 - A statement of qualifications and resume' detailing the experience of all individuals responsible for providing service under this contract should be submitted
- Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract
- Identify extent of experience and past performance working with DEP, EPA, DOT, FAA, NWFLWMD, SRF, EDA and other Grant Loan Programs.

20%

Performance and interactions

- Prior performance with City of Crestview
- Prior interactions with City of Crestview

15%

Overall response quality and reference results

- A list of systems that are currently in your Maintenance Program should be submitted. Include the Name of the System, Contact Person, 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.

10%

Financial strength, litigations, ability to obtain stated insurance

- Each proposal shall include a listing of any cancellations of their maintenance agreement within the last 5 years including the system name, contact information, and reason for cancellation.
- Each proposal shall include a listing of any litigations within the last 10 years including the system name, contact information, and a brief explanation of the litigation

20%

Cost Proposal

- 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 for no additional charge.

- Complete “Pricing Submittal Form”, appendix “A”

5%

Local – Primary Offices in:

- Santa Rosa/Walton/or Escambia Counties (1pt)
- Okaloosa County (3pts)
- City of Crestview (5pts)

5%

Women/Minority Owned Business

- Yes (5pts)
- No (0pt)

VI. SELECTION OF PROPOSALS

This section describes the evaluation & ranking process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation & ranking process is designed to award the contract to the firm with the best combination of attributes to perform the required services.

- A. The Bid Committee will evaluate all proposals received as follows:
 - a. Prepare an alphabetical listing of those proposers determined to be interested, responsive and available.
 - b. Evaluate the proposals meeting minimum submission criteria based upon the seven criteria provided above. Each committee member will review the provided material and score each submittal independently. Committee members may not speak to each other or any firm which has submitted a proposal except at the committee meeting or during firm presentations.
- B. At the designated time, the committee members will independently submit their evaluation form to the City Clerk.
- C. The City Clerk will combine the scores for review by the committee at the scheduled meeting.
- D. During the committee meeting the members will discuss the scores and determine final

rankings. At this time, the committee will determine if presentations are necessary and which firms will be invited. It is advised that the committee discuss any questions they would like respondents to be prepared to answer.

- E. Upon approval of the agreement by the City Council, the parties shall execute a formal written agreement prior to commencement of the work associated with the contract.

VII. RIGHT TO WAIVE AND REJECT

- A. The City of Crestview, in its absolute discretion, may reject any proposal of a firm that has failed, in the opinion of the Bid Committee, to complete or perform a City contracted service in a timely fashion or has failed in any other way to perform a prior contract in a satisfactory manner, and has directed the City Clerk to emphasize this condition to potential proposers.
- B. The City reserves the right to award the proposal to firm submitting a responsive proposal with a resulting agreement which is most advantageous and in the best interest of City of Crestview, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. City of Crestview shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The City Council reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of, or in addition to, this proposal and to accept the proposal that in its judgment will best serve the interest of the City.
- D. The City Council specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

VIII. DISQUALIFICATION OF PROPOSERS

Any of the following reasons may be considered as sufficient for the disqualification of a firm and the rejection of their proposal:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Bid Committee, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform a City of Crestview contracted project in a timely fashion or has failed in any other way, to perform a prior contract in a satisfactory manner, and has directed the City of Clerk to emphasize this condition to potential proposers.
- H. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
- I. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ATTACHMENT #1

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted by _____

whose business address is _____

and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of

the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of physical appearance or online notarization, this _____ day of ___ 20___, by _____ who is personally known to me or has produced _____ as identification.

Notary Public

My Commission expires:

ATTACHMENT #2

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

ATTACHMENT #3

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS**

PROPOSAL FOR: Water Storage Tank Maintenance Program

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

ATTACHMENT #4

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR: Water Storage Tank Maintenance Program

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of this Agreement.

CONSULTANT's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

ATTACHMENT #5

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR “Water Storage Tank Maintenance Program”

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFP No. **NO. 22-07-27-PS**

“Water Storage Tank Maintenance Program”

FOR THE CITY OF CRESTVIEW, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Name and Title

ATTACHMENT #6

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 22-07-27-PS

PROPOSAL FOR “Water Storage Tank Maintenance Program”

PUBLIC ACCESS FORM

_____, as Proposer, shall comply with the requirements of Florida’s Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. **If contractor has questions regarding the application of Chapter 119, Florida Statutes, to contractor’s duty to provide public records relating to this Agreement, contractor shall contact the Custodian of Public Records at:**

**Maryanne Schrader, City Clerk
City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250**

cityclerk@cityofcrestview.org

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Signature

Pricing Submittal Form

Water Tank	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
100,000 Elevated - Tank #2											
500,000 Elevated - Tank #4											
500,000 Elevated - Tank #6											
500,000 Elevated - Texas Tank											
500,000 Elevated - Tank #9											
500,000 Pedisphere - New Tank											
Totals											

Maximum annual inflation % after first 10 years

Grand Total

*** This is a 10-year snapshot of pricing, but the contract can be continued indefinitely. Fill in the maximum inflation % increase per annum for the City to determine future fees (after the 10 years) under the maintenance agreement. The fees shown in the first 10-year pricing schedule should include inflation.**