



Request for Proposal

Elevated Water Tank Annual Inspections & Maintenance

September 24, 2019

Introduction

The Beaufort-Jasper Water & Sewer Authority, hereafter referred to as the “Authority,” is requesting proposals from qualified contractors to provide Elevated Water Tank Annual Inspections & Maintenance at 21 BJWSA elevated tank locations within Beaufort and Jasper counties, South Carolina and in accordance with the attached specifications, terms and conditions for a period of three fiscal years beginning in October of 2019 – with an option to extend the Annual Inspections & Maintenance for a period of two additional fiscal years.

General Information and Process

The Authority requests proposing contractors to provide as much information as possible when responding to each point in the request for proposals (RFP). The key dates for the RFP process are as follows:

September 24, 2019 The RFP will be posted on the Authority website (www.bjwsa.org) and/or will be distributed either electronically or by hard copy to various contractors who have expressed an interest in submitting.

October 1, 2019 Deadline for questions regarding clarification, which must be submitted in writing by e-mail to the following:

Tammy Holman
BJWSA Buyer
tammy.holman@bjwsa.org

And

Al Legare
BJWSA Director of Technical Maintenance & SCADA
al.legare@bjwsa.org

October 8, 2019 **Proposals must be submitted by no later than October 8, 2019 by 4pm.** Contractors are required to submit two (2) complete hard copies and one electronic copy of their proposal to:

BJWSA
6 Snake Rd
Okatie, SC 29909
tammy.holman@bjwsa.org

October 10, 2019 The evaluation committee will consist of the Buyer, BJWSA Director of Technical Maintenance & SCADA and BJWSA's Director of Engineering. The Authority reserves the right to make inquiries regarding qualifications of any or all respondents and request additional information at any time during the RFP process. After reviewing written proposals, the evaluation committee may select certain candidates to present their proposals orally or may proceed to contract discussion.

October 16, 2019 Winning respondent will be notified and Contract documents will be created.

Instructions

- The Authority will not be liable for any expenses incurred by respondents in the preparation of proposals and proposals become the property of the Authority once submitted.
- From the date of this request for proposals and until the Authority selects a Contractor, contact, other than as provided in the general information section, with any Board member or other Authority official is expressly prohibited. Failure to comply with this restriction will result in the disqualification of respondents from further consideration.
- No oral or written statements made by Authority personnel shall be considered addenda to this RFP unless the statement is confirmed in writing and identified as a written addendum to this RFP. During the RFP evaluation process, it will be assumed that respondents received all amendments and addenda for this RFP.
- The Authority reserves the right to seek proposal clarification from any respondent to assist in making decisions. The Authority reserves the right to reject any and all proposals. The Authority will evaluate all proposals and select the option that is in the best overall interest of the Authority, including cost, industry experience & expertise, demonstrated capability to perform services at all BJWSA tank locations and references.
- The Authority reserves the right to amend the RFP at any time before the specified due date for proposals. After the proposal due date, amendments to the RFP shall be sent only to Respondents who submitted a proposal.
- Proposals should be prepared in the format as discussed under "Price Proposal".

Request for Proposal

Elevated Water Tank Annual Inspections & Maintenance

A. PURPOSE

It is the intent of BJWSA to execute an inspection & maintenance agreement with a fully qualified firm to implement a Long Term Full Service Elevated Water Tank Program which includes: project management, inspection, washouts, and visual inspections. BJWSA's twenty-one (21) elevated water tank locations within Beaufort and Jasper Counties.

Each elevated water tank is enclosed in a fenced facility. Locations of each facility are referenced on the Bid Schedule (Exhibit A).

B. SERVICE AGREEMENT PERIOD

The specific period of the Service Agreement with BJWSA shall be for three (3) years with an option at the sole discretion of BJWSA to extend the agreement for two (2) additional years provided both parties agree and terms and conditions remain the same.

BJWSA will renew or cancel the Service Agreement at the end of the three (3) year period by notifying the service provider in writing of its intention at least sixty (60) days before the end of the respective third year. In addition, either party will retain a right to cancel the agreement at any time provided at least sixty (60) days written notice is given.

C. SCOPE OF WORK

The contractor shall perform all required work and shall provide and furnish all labor, supervision, materials, necessary tools, expendable equipment, utility and transportation services and all else required to

complete this work in accordance with the Contractual Requirements listed in this RFP.

The proposal shall address all of the information outlined herein. Additionally, each prospective firm may include such other information as he or she deems pertinent to the proper evaluation of their proposal.. All work must comply with OSHA Confined Space Entry, SC Department of Health and Environmental Control, A.W.W.A., and N.S.F. Regulations. Proposals will be considered, and should be written to provide the contracted maintenance of the following tanks: Ref Bid Schedule (Exhibit A)

1. Inspect each tank annually to ensure the structure is in a sound, watertight condition and meets SCDHEC regulation 61-58, for hatches, screens etc. Safety climb devices shall also be inspected and any deficiencies reported to the owner immediately for action.
2. Beginning with the initial inspection and afterwards biennially, a complete draining and washout inspection shall be performed, any sediment or contaminants shall be removed. If there is staining of the tank, the contractor will notify the owner, provide photos, and with owner's approval, perform a chemical cleaning. After cleaning is completed the interior shall be thoroughly inspected, then disinfected according to current AWWA 652 standards. The owner shall be responsible for draining, filling and testing the water in the tank after filling and placing the tank back in service.
3. A written report will be provided to the owner after each inspection. The report should contain pertinent photos of the hatches, vents, screens and mil thickness readings, as well as overall appearance to document the condition of the tank. The report should include specific photos of any deficiencies noted.
4. Inspections will be coordinated with the owner. Washout inspections will be scheduled during low water demand months, September through March. A proposed inspection schedule will be provided to the owner annually and be adjusted as necessary.

It is the responsibility of each prospective firm interested in this proposal to inspect the tanks prior to the submission of their proposal.

Contact: Darlene Douglas - to arrange tank inspections
BJWSA Maintenance Planner
Darlene.Douglas@bjwsa.org
843-987-8092

D. Proposal Specifications

The proposal shall include:

1. An informative report introducing your firm. Additionally, a statement of qualifications 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 contact information of the individuals placed in charge for the administration of the terms and conditions of the contract. Summary resumes of all full time employees dedicated to this contract including Engineers and N.A.C.E. certificated inspectors. A copy of the State Contractor's License MUST BE included in the response to this RFP. The proposer must have a full time employee to serve as an account representative. The employee must be a resident of South Carolina, and will be the primary point of contact to the owner.
2. The details of appropriate work and maintenance schedule for the tanks are listed on Bid Schedule (Exhibit A).
3. A list of systems/elevated tanks that are currently being maintained by the proposer in SC should be submitted. Include the primary contact information for the individual involved in each current and active elevated tank maintenance agreement. A list of no less than 10 systems within the state of South Carolina must be submitted to be considered.
4. Specifications on the frequency and degree of inspection and cleanout services must follow the schedule Bid Schedule (Exhibit A). The tanks shall be inspected annually with a complete report provided to BJWSA.
5. All rules and regulations of the SC Department of Health and Environmental Control will be strictly adhered to.
6. The contract must list the fee for the scope of work for the next three (3) years under each tank Ref: Bid Schedule (Exhibit A). The

fee for each tank will be due and payable upon completion of the listed scope of work in each year.

E. PERFORMANCE

1. The Contractor shall comply with all current and future Federal, State and County regulations and ordinances for sanitation and health and shall obtain the required inspections, licenses and permits.

Evaluation Guidelines:

The Contractor will be selected based on the following criteria:

Quality of Proposal
(10 points)

Work Approach & Schedule
(10 points)

Expertise of Firm-Qualifications
(10 points)

Estimated Project Cost
(20 points)

Total Possible Points - 50

CONTRACTUAL REQUIREMENTS

- 1.0 FORCE MAJEURE: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in South Carolina

- 3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the Beaufort Jasper Water and Sewer Authority, furnish satisfactory evidence of its ability to furnish services in accordance with the terms and conditions of this proposal. BJWSA reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.

- 4.0 OFFEROR'S RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. BJWSA will consider the Contractor to be the sole point of contact with regard to contractual matters.

- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by BJWSA. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the Authority pursuant to this contract shall belong exclusively to BJWSA.
- 9.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
- 10.0 INSURANCE REQUIREMENTS:
- A. The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute and/or ordinance to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this contract with minimum limits as reflected below. The Contractor or any approved subcontractor or sub-subcontractor shall name Owner as an Additional Insured on every required policy of insurance and shall provide the Owner with a copy of the necessary Certificate of Insurance which reflects the designation of the Owner as on Additional Insured under the policy. Contractor shall also provide, upon request, a copy of the Declarations Page of the applicable policy also noting the Owner as an Additional Insured under the policy.

Coverage	Risk Profile (Authority's Standard Requirement)
Commercial General Liability Products/Completed Operation Explosion, Collapse & Underground (XCU)	\$1,000,000* As above If any, limit To Be Determined
Automobile Liability	\$1,000,000
**Workers' Compensation	Statutory
**Employers Liability	500/500/500*
**Waiver of Subrogation on WC	Required if available
Umbrella /Liability	\$5,000,000
Professional Liability <i>may be required on a risk profile</i> depending on nature of services provided by contract. Coverage required for professional service such as accountant, attorney, architect, design, engineering and most consultants	\$1,000,000
Environmental/Pollution Liability required if demolition, use of hazardous materials or environmentally sensitive	n/a
Marine Protection and Liability For any contract involving the use of watercraft of any type. Marine Protection and Indemnity Insurance. Collision and Jones Act coverage shall be included. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.	n/a

- B. Certificates of Insurance:** The Contractor shall furnish to BJWSA, certificates showing the type, amount, class of operations covered, effective dates and expiration dates of all policies. BJWSA, its officers, officials, agents and employees shall be listed as an additional insured on the Policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered except after 30 days written notice has been received by BJWSA."
- C.** This coverage must be **PRIMARY**. Any insurance coverage of BJWSA shall be considered excess for the purpose of responding to claims.

11.0 INDEMNITY:

- A.** To the maximum extent allowed by law, the Contractor shall indemnify and hold harmless BJWSA, its agents and employees, officers, directors, partners, shareholders, members, successors and assigns against all liability, expenses (including reasonable attorney's fees), claims, judgments, suits or demands for damages to persons or property arising out of, resulting from or relating to the Contractor's performance of work under this Contract Agreement or Contractor's breach of this Contract Agreement unless such Claims have been specifically determined by a trier of fact to be the sole negligence of BJWSA. Such claims can include, but are not limited to claims attributable to bodily injury, sickness, disease or death, damage or destruction to tangible property, to include the loss of use resulting there from and that is caused by the negligent and/or grossly negligent

or willful act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone whose acts the Contractor is liable for. In the event the Contractor subcontracts part of its work under the contract out to subcontractors, the Contractor is specifically and directly responsible for and liable for the acts and/or omissions of its subcontractors.

- B.** The Contractors duty to indemnify BJWSA shall arise at the time written notice of a claim is first provided to BJWSA regardless of whether suit has been filed. Contractors duty to indemnify shall arise even if the only party alleged to be at fault/or sued is BJWSA or if the allegations are solely that BJWSA's negligence was the sole cause of the claimant's damages.
- C.** The Contractors duty to indemnify BJWSA shall include any claim made against BJWSA by one of the Contractor's employees or subcontractor and such indemnification obligation is not limited in any way as to the type or amount of damages, compensation or benefits payable by or for the Contractor/subcontractor under the workmen's compensation acts, disability acts or any other employee benefits acts.
- D.** The Contractors duty to indemnify BJWSA shall survive the expiration or termination of this Contract Agreement and/or completion of the work and shall continue until such time as it is determined by final judgment that the claim is barred by the applicable Statute of Limitations.
- E.** The Contractors duty to indemnify BJWSA shall not be limited to the amounts or types of insurance as required under this Contract Agreement.

12.0 TERMINATION FOR DEFAULT:

14.1 The performance of Work under the Agreement may be terminated by the Purchasing Manager, in accordance with this clause, in whole or in part, in writing, whenever the Purchasing Manager shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

14.2 The Purchasing Manager has the right to terminate for default, if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

13.0 TERMINATION FOR CONVENIENCE: Beaufort Jasper Water and Sewer Authority may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages,

delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the Authority to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the Authority's election to terminate this contract in whole or in part for its convenience.

SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort Jasper Water and Sewer Authority that this request permits competition. It shall be the offeror's responsibility to advise in writing to the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source ten days prior to the proposal opening date. A review of such notifications will be made.

- 2.0 PREPARATION OF PROPOSAL
 - 2.1 All proposals should be complete and carefully worded and must convey all of the information requested by BJWSA. If the proposal fails to conform to the essential requirements of the RFP, BJWSA will be the judge as to whether that variance is significant enough to reject the proposal.

 - 2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

 - 2.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

 - 2.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

- 3.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal.

- 4.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. All questions and answers will be provided in writing to all offerors via an amendment.
- 5.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to Beaufort Jasper Water and Sewer Authority, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases BJWSA will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 6.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 7.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

CONTRACTOR AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ (“Contractor”) hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Beaufort Jasper Water and Sewer Authority.

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20 (B), it will:

(1) Register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification employment authorization of all new employees.

OR (2) Employ only workers who:

- (a) Possess a valid South Carolina driver’s license or identification card issued by the S. C. Department of Motor Vehicles; or
- (b) Are eligible to obtain a South Carolina driver’s license or identification card in that they meet the requirements set forth in S. C. Code Annotated Sections 56-1-40 through 56-1-90; or
- (c) Possess a valid driver’s license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles.

The Contractor agrees to provide to Beaufort Jasper Water and Sewer Authority upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will upon request provide Beaufort Jasper Water and Sewer Authority any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: _____ By: _____

(Contractor Authorized Signature)

(Contractor Print Name/Title)

(Name of Company)

Elevated Water Tank Annual Inspections & Maintenance

Bid Schedule Exhibit A

BJWSA Tank Name	Description - Location	Annual Inspection & Maintenance Fee
BLUFFTON 1 TANK	150,000 ELEVATED - 18 Hawkes Rd Bluffton, SC 29910	
BLUFFTON 2 TANK	300,000 ELEVATED - 87 Heritage Lakes Dr Bluffton, SC 29910	
GARLAND MILLS TANK	150,000 ELEVATED - 2980 Trask Pkwy Beaufort, SC 29906	
HIGHWAY 170 TANK	1,500,000 ELEVATED HIGHWAY 170-556 Robert Smals Pkwy Beaufort, SC 29906	
1-95 TANK	150,000 PEDISPHERE - I-95 Exit 5 Jasper Hwy Hardeeville, SC 29927	
INDUSTRIAL PARK WATER	150,000 ELEVATED INDUSTRIAL PARK - 233 Hardeeville Industrial Park Rd Hardeeville,	
LADYS ISLAND TANK 1	250,000 ELEVATED LADYS ISLAND TANK 1 - 106 Sea Island Pkwy Lady's Island, SC 29907	
LADYS ISLAND TANK 2	250,000 ELEVATED LADYS ISLAND TANK 2 - 14 James F Byrnes St Lady's Island, SC	
LAUREL BAY TANK	250,000 ELEVATED LAUREL BAY- 99 Bob White Drive Beaufort, SC 29906	
LEVY LIMEHOUSE TANK	150,000 ELEVATED LEVY LIMEHOUSE TANK - 3650 Speedway Blvd Hardeeville, SC	
MAIN SIDE TANK	500,000 ELEVATED MAIN SIDE TANK - Santo Domingo Street - Parris Island, SC	
MARINE AIR STATION TANK	500,000 ELEVATED MARINE AIR STATION - Gordon Street - MCAS Beaufort, SC	
MOSS CREEK TANK	250,000 PEDISPHERE MOSS CREEK - 131 Timber Road Bluffton, SC 29910	
NAVAL HOSPITAL TANK	150,000 ELEVATED NAVAL HOSPITAL - Willis Road Beafort, SC 29902	
POINT SOUTH	250,000 ELEVATED POINT SOUTH - 892 Campground Rd Yemassee, SC 29945	
PURRYBURG TANK	250,000 ELEVATED PURRYBURG TANK - 10314 Purrysburg Road Hardeeville, SC 29927	
SAINT HELENA TANK 1	250,000 ELEVATED ST HELENA TANK 1 - 1071 Sea Island Pkwy St. Helena, SC 29920	
SAINT HELENA TANK 2	250,000 ELEVATED SAINT HELENA TANK 2 - 124 Cuffy Rd St. Helena, SC 29920	
SUN CITY TANK	500,000 ELEVATED SUN CITY - 50 Okatie Maintenance Yard Bluffton, SC 29910	
WASHWATER TANK	150,000 ELEVATED WASHWATER TANK - 14 Snake Rd Okatie, SC 29909	
WEAPONS TANK	500,000 ELEVATED WEAPONS TANK - Henderson Street-Parris Island, SC	