



City of Commerce

P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Phone: (706) 335-1893
Email: ccase@commercega.gov

Name: Request for Quotes for Elevated Water Tank Painting and Inspection

The City of Commerce is soliciting competitive sealed bids from qualified professional service providers to provide water tank painting and inspection as described in the Scope of Work contained in this solicitation.

Attached hereto are the general conditions, technical specifications, and submittal format:

The written requirements contained in this Request for Quotes (RFQ) shall not be changed or superseded except by a written addendum from The City of Commerce. Failure to comply with the written requirements for this RFQ may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed, marked with the vendor's name and address and labeled: **“RFQ 24-001”** and delivered to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attn: Finance Director

Due no later than October 30, 2023, by 2:00 pm EST. Any proposals received after this time will not be accepted. The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the city.

Vendors are encouraged to contact Christy Case at ccase@commercega.gov to clarify any part of the RFQ requirements.

The City of Commerce does not discriminate based on disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required to fully participate in any open meeting, program or activity should be directed to City Hall at 706-335-3164.

The written proposal documents supersede any verbal or written prior communications between the parties. All companies submitting a proposal will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Commerce.

City of Commerce
REQUEST FOR QUOTES
FOR
Bowden Street Tank Painting Project

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

October 30, 2023, by 2:00 pm EST

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529

RFQ # 24-001

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ ON OR BEFORE
THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE
RESPONSIBILITY OF THE OFFEROR.

**CITY OF COMMERCE, GEORGIA
REQUEST FOR QUALIFICATION
FOR
Bowden Street Tank Painting Project**

SECTION I - REQUEST FOR QUOTES OVERVIEW

1.0 PURPOSE

The City of Commerce desires to establish a contract with a qualified firm, hereinafter referred to as the “Contractor,” for the painting and inspection of one (1) water tank for the City of Commerce water distribution system listed below:

Bowden Street Elevated Water Tank
Located at 64 Bowden Street
Tank size: 200,000 Gallons
Year Constructed: 1952

1.1 RFQ TIMETABLE

The anticipated schedule for the RFQ is as follows:

RFQ Available	September 29, 2023
Non-Mandatory meeting	October 20, 2023, 3:00 pm EST
Deadline for questions	October 25, 2023, 2:00 pm EST
Submittal deadline	October 30, 2023, 2:00 pm EST

1.2 RFQ SUBMISSION:

One (1) original, one (1) copy, and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFQ Number and title to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attention: Christy Case

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON & INQUIRES:

- 1.3.1 Vendors are encouraged to contact **Christy Case at ccase@commercega.gov** to clarify any part of the RFQ requirements. All questions that arise must be submitted prior to the submittal due date (see 1.1) and shall be directed to the contact person in writing via email.
- 1.3.2 Any unauthorized contact shall not be used as a basis for responding to this RFQ and may result in the disqualification of the vendor's submittal. Vendors may not contact any elected official or other City of Commerce employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFQ or in any addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addendum issued, the last addendum issued will prevail. Addenda will be published at www.commercega.gov under the "Business" tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFQ information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. ***Submittals received after said time or at any place other than the time and place will not be considered.***

1.7 MINIMUM RFQ ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 60 days from the date specified for receipt of submittals.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFQ, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFQ to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFQ OPENING

RFQ submittal prices will be opened publicly on October 30, 2023, at 2:00 pm, at 27 Sycamore Street, Commerce, Georgia 30529, and reviewed by a selected committee thereafter. A list of names of firms responding to the RFQ may be obtained from The City of Commerce after the RFQ due date and time stated herein.

1.11 TAXES

Selected vendor will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.12 VENDOR INFORMATION

All submissions shall include a completed vendor master form and current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.13 INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply. The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's

Compensation and Employer's Liability Insurance. Thirty (30) day notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

1.15 ANTI-DISCRIMINATION

By submitting a response to this RFQ, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, in every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2 below apply:

1.15.1 During the performance of this contract, the contractor agrees as follows:

1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.15.1.2 The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1.15.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.15.2 The contractor will include the provisions of 1.15.1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFQ must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b) (1) which is provided with the RFQ package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.

1.16.2 The form must be notarized.

1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City of Commerce and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of Commerce a minimum of five (5) days prior to any work being

accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals please submit the following:

- 1.17.1 One (1) fully executable electronic copy of the response (in Word or .pdf format) and any Technical Requirements (in Excel format).
- 1.17.2 Two (2) paper versions of the bid. **The original shall be clearly marked “original”.**
- 1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFQ.

1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFQ unless clearly and specifically noted otherwise in the Bid.

1.19 BONDING

- 1.19.1 This project work will require Performance and Payment Bonds prior to the commencement of the work.
- 1.19.2 Payment and performance bonds are required by law for all construction contracts in excess of \$100,000.00. All payment and performance bonds must be in an amount at least equal to 100% of the total contract price.

1.20 CITY GOVERNMENT

- 1.20.1 The City of Commerce operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body.
- 1.20.2 It is anticipated that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this Request for Quotes is intended to provide a common methodology of development and basic technical skills for proposal purposes.

1.21 PREPROPOSAL MEETING

- 1.21.1 A non-mandatory preproposal meeting is scheduled for October 20, 2023, at 3:00 pm.
- 1.21.2 The location will be at the site of the water tank at 64 Bowden Street, Commerce, Georgia 30529.

SECTION II – SCOPE OF SERVICES TO BE PROVIDED

2.0 PURPOSE

The City of Commerce, GA is Requesting Quotes (RFQ) from respondents capable of the painting and inspection of a 200,000-gallon elevated water tank located at 64 Bowden Street, Commerce, GA 30529.

2.1 DOCUMENTS AND STANDARDS

The successful contractor will adhere and follow all required regulations and standards, per **Attachment “A.”**

2.2 SCOPE OF SERVICES

- 2.2.1 The Scope of Services to be performed by the Contractor, including but not limited to adherence to and compliance with the specifications and terms stated herein, shall be subject to the review, approval and acceptance of the Project Manager engaged by the City of Commerce, Georgia hereinafter referred to as the “Project Manager.”
- 2.2.2 The Contractor hereby agrees to perform the work as an independent Contractor, and not as a subcontractor, agent or employee of City of Commerce Georgia.
- 2.2.3 The painter shall mix, thin and apply each coating at the rate and manner specified by the manufacturer's printed instructions. Deficiencies in film thickness shall be corrected by the application of an additional coat(s) of paint.
- 2.2.4 All coatings shall be applied in strict accordance with the applicable manufacturer's current printed product data sheet(s) and container labels. Coatings shall not be applied above or below the minimum and/or maximum surface temperatures as stated on the product data sheet(s) and shall not be applied to wet or damp surfaces, in rain, snow, fog or mist. Surface temperature must be at least 5°F above the dew point.
- 2.2.5 Painting shall be completed well in advance of the probable time of day when condensation will occur and/or the surface temperature is expected to drop below the minimum listed on the applicable product data sheet(s).
- 2.2.6 Finish coats shall be uniform in color and sheen without streaks, laps, runs, sags or missed areas.
- 2.2.7 The manufacturer's recommended curing time shall elapse before the next coat is applied. Adequate ventilation shall be provided for proper drying of paints on interior tank surfaces. A minimum of 7 days following the application of the final coat on the interior surfaces shall be allowed before the tank is flushed, disinfected or filled with water.
- 2.2.8 Clean-Up: All cloth and waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site and/or destroyed in an approved and legal manner. Paint spots, oil, or stains upon adjacent surfaces and floors shall be completely removed.
- 2.2.9 The work of the Contractor shall be subject at various stages during the performance of the Scope of Services to inspection, review and approval of the Project Manager. Upon completion of the Scope of Services, final approval of the Project Manager of the work shall be required.

2.3 UTILITIES AND STRUCTURES

- 2.3.1 It shall be the responsibility of the Contractor to locate and avoid damage to all existing water, gas, sewer, electric, telephone, and other utilities, structures, or appurtenances.

- 2.3.2 The Contractor shall repair or pay for all damages caused by its operations or its personnel to existing utilities, structures, appurtenances, or properties, either below ground or above ground and shall settle in full all damage claims or related litigation which may arise as a result of its operations or the actions of its personnel in such regard.

2.4 VENTILATION

- 2.4.1 It is essential that the solvent vapors released during and after application of coatings be removed from the tank. During coating application, the capacity of ventilating fans shall be at least 300 cfm per gallon of coating applied per hour.
- 2.4.2 Continuous forced ventilation at a rate of at least one complete air change per 4 hours shall be provided for at least 7 days after coating application is completed.
- 2.4.3 Air shall be exhausted from the lowest portions of the tank with the top openings kept open and clear. A minimum of seven days (manufacturers printed instructions shall be followed for cure times at various temperatures) following application of the final coat on the interior shall be allowed before the tank is sterilized or filled with water.

2.5 PAINTERS LOG AND TESTING EQUIPMENT

The Contractor shall keep a daily log in which he shall record the following information:

- 2.5.1 Air Temperature: Air temperature readings shall be taken at intervals throughout the day's work. Readings shall be taken at the start of the morning's work, midday and afternoon. Should environmental conditions change, additional reading shall be taken to assure that coatings are being applied under the conditions as outlined by the coatings manufacturer.
- 2.5.2 Surface Temperature: Surface temperatures shall be taken in areas where work is being performed. Surface temperature shall be that as specified by the coatings manufacturer.
- 2.5.3 Material Temperature: Material temperature reading shall be taken prior to the application of the paint.
- 2.5.4 Relative Humidity: Relative humidity readings shall be taken at intervals throughout the day's work. Readings shall be taken at the start of the morning's work, midday and afternoon. Should environmental conditions change, additional reading shall be taken to assure that coatings are being applied under the conditions as outlined by the coatings manufacturer.
- 2.5.5 Dew Point: Dew point readings shall be taken at intervals throughout the day's work. Readings shall be taken at the start of the morning's work, midday and afternoon. Should environmental conditions change, additional reading shall be taken to assure that coatings are being applied under the conditions as outlined by the coatings manufacturer.
- 2.5.6 Detail or Work Performed during the Day: Area where work was performed, and the extent of the work performed shall be included in the daily log.
- 2.5.7 Dry Film Thickness Measurements Gauge: Dry film thickness reading shall be taken with a properly calibrated (per the manufacturer's instructions) Type 1 (magnetic) or Type 2 (electromagnetic) instrument. Dry film thickness reading will

be taken and recorded in the in a frequency and manner as dictated by the Project Manager.

2.6 CHLORINATING WATER STORAGE TANKS

Upon completion of the interior tank washout, the interior surfaces will be thoroughly disinfected as per AWWA Spray Method #2. The complete interior will be sprayed with a hypochlorite solution containing at least 200 PPM prior to refilling.

2.7 ADMINISTRATION

The project will be administered by the City of Commerce through the Finance Director being the main point of contact for all questions during the proposal period. An employee of the Owner will be designated as project monitor to discuss issues that need to be resolved and will require periodic progress reports.

2.8 INSPECTION AND MONITORING

- 2.8.1 In addition to the review, inspection and approval conducted by the Project manager, inspections of the performance of the Contractor will be performed by a NACE certified inspector.
- 2.8.2 The Owner reserves the right to any additional inspections it may deem advisable to assure the work performed conforms to the specification's terms of this Agreement.
- 2.8.3 The monitor will review the financial statements and may provide limited assistance to the Contractor by way of comments and suggestions for enhancements to the report prior to its preparation in final form. The monitor will also be available for technical assistance concerning the interpretation of state laws, regulations and policies.

2.9 ACCEPTANCE OF WORK

- 2.9.1 All work performed by the Contractor shall be subject to the inspection, review and approval of the Project Manager.
- 2.9.2 Damaged coatings, pinholes, and holidays shall have edges feathered and repaired in accordance with the recommendations of the manufacturer, as pre-approved by the Project Manager.
- 2.9.3 All finish coats, including touch up and damage-repair coats shall be applied in a manner which will present a uniform texture and color-match appearance.
- 2.9.4 If the item has an improper finish, color, or insufficient film thickness, the surface shall be cleaned and top coated with the specified material to obtain the specified color and coverage. Specific surface preparation information to be secured from the coatings manufacturer and the Project Manager prior to engaging in the preparation process.
- 2.9.5 All visible areas of chipped, peeled, or abraded paint shall be hand or power-sanded, feathering the edges. The areas shall then be primed, and finish coated in accordance with the specifications.
- 2.9.6 Work shall be free of runs, bridges, shiners, laps, or other imperfections. Evidence of these conditions shall be cause for rejection.

- 2.9.7 Any defects in the coating system shall be repaired by the Contractor per written recommendations of the coating manufacturer.
- 2.9.8 A twelve-month warranty, from date of substantial completion, must be provided as part of the Contractor's bid.

2.10 PROCEDURES & MISC. ITEMS

- 2.10.1 All questions shall be submitted in writing (e-mail is preferable) and will be communicated to all firms responding to this RFQ.
- 2.10.2 All materials submitted in connection with this RFQ will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.
- 2.10.3 All respondents to this RFQ shall hold harmless the City of Commerce, and any of their officers and employees from all suits and claims alleged to be a result of this RFQ. The issuance of this RFQ constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFQ. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFQ is withdrawn, or the project canceled for any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFQ or otherwise.
- 2.10.4 Failure to submit all the mandatory forms from this RFQ package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
- 2.10.5 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
- 2.10.6 In case of failure to deliver goods in accordance with the contract terms and conditions, The City of Commerce, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.
- 2.10.7 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the State of Georgia.
- 2.10.8 Any contract resulting from this RFQ shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. The contractor shall comply with applicable federal, state, and local laws and regulations.

2.10.9 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

SECTION III – PROPOSAL FORMAT

3.0 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFQ, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Commerce. Vendors should be sure they have included an electronic copy of the response as part of their proposal. Instructions relative to each part of the response to this RFQ are defined in the remainder of this section.

3.1 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

The Executive Summary portion of the response to the RFQ should be limited to a brief narrative highlighting the vendor’s proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

3.2 COMPANY BACKGROUND

Vendors must provide the following information about their company so that the City can evaluate the vendor’s stability and ability to support the commitments set forth in response to the RFQ. The City, at its option, may require a vendor to provide additional support and/or clarify requested information. The vendor should outline the company’s background, including:

- 3.2.1 How long the company has been in business?
- 3.2.2 A brief description of the company size and organization.
- 3.2.3 The number of public sector installations or sales within the last five (5) years.
- 3.2.4 Any other item that sets your company apart from others in the industry.

3.3 CLIENT REFERENCES

Vendors should provide at least three (3) client references that are similar in size or complexity to the City of Commerce, located in the state of Georgia. Information should include at the minimum: name of client reference, name of agency, address, telephone, and e-mail.

SECTION IV - SELECTION

4.0 FINAL SELECTION

- 4.1 Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, the project representative will make a recommendation to the City Council of Commerce. Following approval, the City will complete contract negotiations.

- 4.2 The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals.
- 4.3 Every vendor submitting a proposal must complete the form showing compliance with the Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1). The form is provided with this RFQ package.

5.0 EVALUATION METHOD

- 5.1 The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce.
- 5.2 Responses to this RFQ will be scored according to the following selection criteria:
 - 5.2.1 Overall Cost & Pricing – 50 Points
 - 5.2.2 Approach to Project – 20 Points
 - 5.2.3 Company Background – 20 Points
 - 5.2.4 References – 10 Points

Required Forms for Submission



EXECUTION OF PROPOSAL

DATE: _____

The potential contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the company.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative

Operational Contact Representative

Vendor's Name Federal ID #

Address

Phone Fax

Email

Authorized Signature Date

Printed Name & Title



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Quotes and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____
Addendum No _____
Addendum No. _____
Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. The affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Commerce or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Commerce or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



CONTRACTOR FIRM CERTIFICATION STATEMENT

- I (we) certify that the information contained herein is true and correct to the best of my (our) knowledge, and that the person submitting the RFP on behalf of the proposer has the authority to submit this RFP and make all representations contained herein.
- I (we) understand that the inclusion of false information may result in rejection of the bid submitted in response to this RFP.
- The undersigned, as Bidder hereby declares that the only persons interested in this Bid are named herein, that no other person has any interest in this Bid or in the Contract Documents to which this Bid pertains, that this Bid is made without connection or arrangement with any other person and that this Bid is in every respect fair and is submitted in good faith and without collusion or fraud.
- The Bidder further declares that he has satisfied himself fully relating to all matters and conditions with respect to the work to which this Bid pertains.
- The bidder proposes and agrees, if this Bid should be accepted, to execute, without modification, all Contract Documents and deliver all required bonds immediately.
- All in full and complete accordance with all terms and conditions set forth in and covered by the Contract Documents.

Contractor's Signature: _____

Date: _____

Attachment “A”

1. SURFACE PREPARATION & COATING

This specification covers repair, preparation of surfaces, performance and completion of painting of all surfaces specified.

- 1.1 Preparation of surfaces which are to receive finishes.
- 1.2 All waste generated during the work must be properly disposed of.
- 1.3 Tank repairs
- 1.4 Finish surfaces
- 1.5 Cleaning and restoration of site

2. DOCUMENTS AND STANDARDS

- 2.1 Code of Federal Regulation as they apply to the project.
 - 2.1.1 29 CFR 1910 Occupational Safety and Health Standards (General Industry Standards)
 - 2.1.2 29 CFR 1910.134 Respiratory Protection
 - 2.1.3 29 CFR 1910.1020 Access to Employee Exposure and Medical Records
 - 2.1.4 29 CFR 1910.1200 Hazard Communication
 - 2.1.5 29 CFR 1926 Safety and Health Regulations for Construction (Construction Industry Standards)
 - 2.1.6 40 CFR 50 National Primary and Secondary Ambient Air Quality Standards
 - 2.1.7 40 CFR 261 Identification and Listing of Hazardous Waste
 - 2.1.8 40 CFR 268 Land Disposal Restrictions
 - 2.1.9 All other Applicable State and Federal Regulations
- 2.2 National Institute for Occupational Health and Safety
 - 2.2.1 All applicable regulations
- 2.3 Occupational Safety and Health Administration
 - 2.3.1 All applicable regulations
- 2.4 Steel Structures Painting Council (SSPC)
 - 2.4.1 SSPC-SP 1 Solvent Cleaning
 - 2.4.2 SSPC-SP 2 Hand Tool Cleaning
 - 2.4.3 SSPC-SP 3 Power Tool Cleaning
 - 2.4.4 SSPC-SP 6 Commercial Blast Cleaning
 - 2.4.5 SSPC-SP 10-63 Near White Blast Cleaning

Attachment “B”