



REQUEST FOR PROPOSAL

**Facilities Maintenance
Fuel Tank Replacement Project**

Proposal Closing Date: **February 23, 2021 at 1:00 p.m.**
Proposal to be returned **PRIOR TO** date and time above.

RETURN TO:

City of Vandalia
Attention: Rudy Wells, Facilities Superintendent
1111 Stonequarry Drive
Dayton, Ohio 45414
rwells@vandaliaohio.org

THIS IS NOT A COMPETITIVE BID. The request for proposal process allows the City to select a contractor that best meets the needs of the City, taking into consideration contractor and sub-contractor qualifications, price, products, and service capabilities.

PROPOSER'S CERTIFICATION

We offer to furnish to the City the products, services, and equipment requested in accordance with the specifications described herein:

Proposer: _____

Address: _____

City: _____ State _____ Zip Code _____

Telephone No. _____

Name: _____

Title: _____

Signature: _____

REQUEST FOR PROPOSAL

The City of Vandalia is seeking proposals for the replacement of fuel tanks at the Facilities Maintenance Garage, located at 1151 Stonequarry Road, Dayton, OH 45414, as detailed in the attached specifications. It is important that the proposals are complete and succinct, as a contract will be awarded based on the adjudged value of the proposal.

The City of Vandalia is requesting sealed proposals from qualified firms or individuals for the removal and replacement of two existing fuel tanks as detailed in the attached specifications.

Proposals are to be addressed and delivered to Rudy Wells, Facilities Superintendent, in accordance with the Instructions to Proposers and all other requirements as referenced in this document. Proposals will be received until 1:00 PM on Tuesday, February 23, 2021. No public disclosure will be made until after award of contract. If any information submitted is considered a trade secret by the submitter it must be clearly marked as such. In the event of a public records request for any item deemed a trade secret, the submitter will have the burden of proving trade secret status and must take necessary to prevent disclosure at submitters sole cost.

The City will use the following tentative schedule for the selection process:

- Email requests for proposals **February 5, 2021**
- Proposal Submittal Deadline **February 23, 2021 at 1:00pm**
- Awarding of Contract **March 15 City Council Meeting**
- Project Work Period **August 23 – September 30**
(Unless otherwise approved by the City)

INSTRUCTIONS TO PROPOSERS

1. Firms responding to this Request for Proposal (“RFP”) must submit their proposals in the overall format as outlined in this solicitation.
2. Each vendor proposal shall consist of two hard copies delivered to the below address. The proposals are to be submitted no later than **February 23 at 1:00pm** to:

r wells@vandaliaohio.org

Or
Rudy Wells, Facilities Superintendent
1111 Stonequarry Drive
Dayton, OH 45414

3. Proposals must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified. All of the proposal contents and fees must be guaranteed for ninety (90) days from the proposal date.
4. The content of all proposals must conform to the following:
 - Proposers must respond to the questions in the order presented.
 - Proposers may provide additional supporting documentation pertinent to clarification of the proposal.
5. The City reserves the right to:
 - Reject any and all proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any proposal or responses received.
 - Adopt all or any part of the Proposer's proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be most qualified to fulfill the needs of the City. The Proposer with the lowest proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal. Factors to be considered will include but not be limited to the items in section 13 below.
6. The selected Proposer will be required to assume responsibility for all goods and services offered in the proposal, whether or not the Proposer produces them. Further, the selected Proposer shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. The selected proposer shall not assign or transfer any interest in the contract without prior written consent of the City. Any manufacturer warranties for goods provided must be transferable to the City.
7. The City shall not be liable for any costs incurred by the proposer in the preparation and production of the proposal or for any work performed prior to the execution of a contract.
8. All proposals and other materials submitted shall become the property of the City.
9. No reports, information, or data given to or prepared by the selected proposer shall be made available to any individual or organization by a respondent or the selected proposer without prior written approval of the City.

10. All changes in the RFP documents shall be through written addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
11. The selected proposer may be required to enter into a written contract with the City on the City's approved form. All information contained in this request for proposal and acceptable provisions of the proposer's response may be attached to and made part of the executed contract.
12. Proposers who have questions concerning the submission of proposals, the RFP process, or scope of work must contact:

Rudy Wells, Facilities Superintendent
City of Vandalia
rwells@vandaliaohio.org
Telephone: 937.415.2345

13. The proposals will be reviewed by a selection committee. The committee may request additional information from proposers or request personal interviews with one or more proposers. Final evaluation and selection may be based on, but not limited to, any or all of the following:
 - Information presented in the proposal.
 - Ability of the proposer to provide quality and timely products and services.
 - Qualifications and experience of the proposer.
 - Reference checks.
 - Personal interview.
 - Total cost.
 - Proposed time lines.
 - Warranty on products
14. The City is an equal opportunity employer. Businesses owned and operated by minorities or women are encouraged to submit proposals. Proposers to whom a contract is awarded shall not discriminate on the basis of age, race, color, national origin, gender, creed, or disability.

SPECIFICATIONS/SCOPE OF WORK

Background

City Profile: The City of Vandalia is soliciting proposals from qualified certified fuel tank installers to remove and replace two existing fuel tanks as detailed in the attached specifications. Qualified firms that meet all criteria will be considered. There is absolutely no commitment to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

Scope:

A proposal and budgetary quote to remove and replace two existing fuel tanks at the Facilities Maintenance Garage, located at 1151 Stonequarry Road, Dayton, OH 45414, to include all necessary equipment, supplies and labor as detailed in the attached specifications (Appendix E).

- *Include an itemized breakdown of cost.*
- *Proposal shall include any necessary permits and fees required for the project.*

The scope of the work includes acquiring a state permit and removing and replacing the existing 500-gallon diesel and 1000-gallon gasoline fuel tanks per the attached specifications.

AWARD OF CONTRACT

Selection shall be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations and interviews may be conducted with one or more qualified Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the city may select the Offeror which in its opinion, has made the best proposal, and award the contract to that Offeror.

The city may cancel this RFP; reject proposals or any portion thereof at any time prior to an award or decide not to proceed with the project. Should the city determine at its sole discretion that only one Offeror is fully qualified, or that one Offeror is more qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

It is anticipated that the award shall be in the form of a firm fixed price contract. The award document will be a contract incorporating by reference all the requirements, terms, and conditions in this solicitation and the contractor's proposal as negotiated.

PROPOSAL TERMS & CONDITIONS

1. All participating proposers, by their signature, agree to comply with all of the conditions, requirements, and instructions of this request for proposal ("RFP") as stated or implied herein. Should the city omit anything from this document which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall secure written instructions from the

Director of Parks and Recreation at least 48 hours prior to the time and date of the scheduled due date of the proposals.

2. The proposer warrants that all equipment, materials, and work will conform within applicable drawings, specifications, samples, and/or other descriptions given to the city, and that they will be free from defects. Without limitation of any rights that the city may have at law or in equity, goods that are not as warranted and/or that are not in conformance with applicable drawings, specifications, samples, and/or other descriptions may be returned by the city at the proposer's expense within a reasonable time after delivery, for either credit or replacement, as the city may direct.
3. The successful proposer shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes, and shall secure all necessary licenses and permits in connection with this RFP and any goods or services to be provided hereunder.
4. By submission of the proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer, and that the contents of the proposal have not been communicated by the proposer, or to the proposer's best knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the proposer, and will not be communicated to any person prior to the official opening of the proposals.
5. All information included as part of this proposal shall be subject to the Ohio Open Records Act. Merely marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees, and warranties.
6. The successful proposer shall indemnify and hold the city harmless from any and all claims, causes of action, suits and liabilities, including attorneys' fees and costs, arising out of or relating to disclosure of any information included in the successful proposer's proposal.
7. The city is exempt from sales, use, and excise taxes. Certification of tax exemption will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.
8. The city reserves the right to cancel without penalty, at any time, any awards occurring as a result of this RFP. Time is of the essence. When a date is set for the delivery of goods or the performance of work, the goods must be delivered, and/or the work must be performed, in accordance with the proposal specifications or description on or before that date, or the order to the delinquent proposer may be canceled and re-awarded.
9. The selected proposer must procure and maintain during the term of the contract the insurance as set forth in Appendix D as well as satisfactory evidence to the City before starting any work under the contract that all of its employees are covered by Worker's Compensation under and in accordance with the laws of the State of Ohio.

Contractor shall make all premium payments promptly so as to maintain such protection in full force and effect during the term of this Agreement.

10. Any subcontractors are to be covered by the terms and conditions of the final contract. The selected proposer must remain, fully responsible to City for the full and complete performance of all work
11. The selected proposer must guaranty all work installed against defects resulting from the use of inferior materials, equipment or workmanship.
12. All vehicles used in conjunction with the performance of the awarded Contract shall be properly insured for the specific type of work being performed. In addition, all vehicles as required by the State of Ohio, will be properly licensed with required commercial license plates. All drivers shall have valid Ohio driver's licenses.
13. The selected proposer must acknowledge that it is an Equal Opportunity Employer and agree not to discriminate against employees or applicants for employment by reason of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth nor knowingly permit subcontractors to do so.
14. Upon submission of materials to the City, the City is granted a limited license to use and reproduce applicable portions of the materials, including but not limited to any drawings or other specifications appropriate to and for use in considering the award of a contract. The submitter shall defend suits or claims for infringement of copyrights and patent rights and shall hold the City and its elected officials, employees and contractors, harmless from loss on account thereof

PROPOSAL RESPONSE FORMAT

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Proposals not meeting the requirements below may be determined to be non-responsive. Non-responsive proposals will receive no further consideration.

- A. **Cover Letter:** Provide a cover letter indicating your firm's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations for Proposer. Please provide name, title, address, telephone numbers (including fax) and email address.
- B. **Qualifications:** Summarize the qualifications of the firm. Where the project team includes subcontractors or sub-consultants, qualifications of the proposed subcontractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated.

Provide the credentials of the individual(s) from your firm that will administer the day-to-day operations of the City contract. It is expected that the services provided will require a close, positive working relationship with the City and that the personnel identified would not be changed without the prior written approval of the City. The City will reserve the right to terminate the contract if key personnel are changed or if working relationships are not satisfactory.

- C. **References:** Please provide three (3) references. Include name of customer, address, contact name, telephone numbers, and email address. Please include only references within the current calendar year and previous three (3) calendar years. The City may contact these references during the evaluation process. Please use Appendix C.

The City reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.

- D. **Scope of Services:** The Proposer must acknowledge agreement with the specific requirements of the specifications starting on page 4 or provide an alternative for the City to consider. Indicate any exceptions to the scope of services of the RFP. Summarize your approach and understanding of the services and any special considerations of which the City should be aware.

- E. **Appendices:** The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the City in understanding the services provided for this specific contract. Appendix A, B, and C must be completed and included as part of this section of the proposal.

Certification Regarding Debarment and Suspension

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Appendix A

Proposal

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the Contract Documents, and Specifications entitled:

**REQUEST FOR PROPOSALS FOR FACILITIES MAINTENANCE GARAGE
FUEL TANK REPLACEMENT PROJECT**

I further declare that I have carefully read and examined the Proposal Requirements, that I have made personal examination of the facilities, and I understand the exact scope of work.

In submitting this Proposal, I agree to:

1. Hold this proposal open 90 days after the proposal date.
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

Total Cost to Perform Fuel Tank Replacement Project: \$ _____

Total number of days to complete project: _____

I hereby certify that I am fully authorized to bind the above-named firm to the terms and conditions contain in the Request for Proposals at the above price.

Company _____

Address _____

Telephone _____

Email _____

Signature of Representative _____

Name of Representative _____

Title of Representative _____

Date _____

Appendix B

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
O.R.C. §5719.042

STATE OF OHIO:

SS:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for the Facilities Maintenance Garage Fuel Tank Replacement Project, Vandalia, Ohio, hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you, as a taxing district, have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Sworn to before me and subscribed in my presence this _____ day of _____, 2021.

Appendix C

REFERENCES

Bidder shall submit as a part of the bid package, three (3) business client references with name of the business, address, contact person, and telephone number. All references shall be for similar products / services that have been delivered / provided within the last three (3) years.

Name:
Contact:
Address:
Telephone:
Email:
Name:
Contact:
Address:
Telephone:
Email:
Name:
Contact:
Address:
Telephone:
Email:

Appendix D

City of Vandalia Contractor Insurance Requirements

Contractors shall procure and maintain for the duration of the Contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by Contractor, their agents, representatives, employees or subcontractors under the Contract. The following minimum requirements

- 1. Workers' Compensation.** Workers' Compensation insurance as required by the State of Ohio, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Workers' Compensation, Employers' Liability coverage must be endorsed on the Commercial General Liability policy.
- 2. Commercial General Liability (CGL):** Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 CGL for bodily injury, property damage, personal & advertising injury, including products-completed operations, covering CGL on an "occurrence" basis, with limits no less than \$2,000,000 per occurrence / \$3 million aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO form CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 3. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess policy, unless the Umbrella or Excess policy provides coverage on a "Follow Form" basis and such fact is disclosed on the Certificate of Insurance.

Additional Insured. "The City of Vandalia, its officials, agents, employees and volunteers" are to be covered as Additional Insureds on the Commercial General Liability and Automobile Liability policies as respects liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

- a. To provide appropriate Additional Insured coverage for general liability, including liability arising out of the products-completed operations hazard, Contractor agrees to use the following endorsement(s), or similar endorsements providing equal or broader Additional Insured coverage:
 - i. ISO Form CG 20 10 11 85, OR if later revisions are used;
 - ii. ISO Form CG 20 10, CG 20 26, CG 20 33, or CG 20 38; AND ISO Form CG 20 37 10 01.

Primary Coverage For claims related to this project, the Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Waiver of Subrogation Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to secure endorsements necessary to affect this waiver of subrogation.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage. The Contractor shall furnish the City with **Certificates of Insurance** and amendatory endorsements (or copies of the applicable insurance language effecting coverage required herein) and a copy of the Declarations and Endorsements Page of the CGL policy listing all policy endorsements. All certificates and endorsements shall be received by the City before work commences. However, failure to obtain the required documents prior to the beginning of work shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Certificate of Insurance – The certificate of insurance shall contain the following language evidencing compliance with the requirements herein: “The City of Vandalia, its officials, agents, employees, and volunteers are Additional Insureds. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.”

The Contractor and all Subcontractors shall furnish the City one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that he has paid the premiums required under the Ohio Workers' Compensation Act evidencing that these workers are covered by Workers' Compensation during the Contract term. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the City.

Non-renewal, Cancellation, or Material Change of Coverage. Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the City. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, **Contractor agrees to notify the City** by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. The Contractor shall cease operations on the occurrence of any such non-renewal, cancellation, or material change and shall not resume operations until insurance is in force that complies with these requirements.

Subcontractor's Insurance. The Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

Appendix E

Facility Maintenance Garage Fuel Tank Replacement Specifications

A certified fuel tank installer will:

- Acquire a state permit for the work
- Remove the existing 500-gallon diesel tank and a 1000-gallon gasoline tank
 - Remove old tanks with state inspector and clean to provide safe demolition
 - The old tanks will be left onsite within 100' feet of their current location for demolition by others.
- Replace with new Flame Shield or better 500-gallon (diesel) and 1000-gallon (gasoline) tanks
 - The tanks will be placed in the existing dike area. (Pictures attached for reference)
 - Tanks will be complete with vents, fill bucket, tank gauge, emergency vents
 - Fill Rite motors to be mounted on the front of the tanks for easy access with 12' hoses complete with hose hangers and flow metering (similar or better than our current system).
 - Install emergency stop at approved location and 5 bumper posts to the north of the dike to bring the system to code requirements
 - Following state inspection start the system and calibrate the pumps.
- List any items below that you, as the contractor for this project, will require:

