



REQUEST FOR PROPOSALS
For
Backflow Assembly Testing Services

PROPOSAL SUBMITTAL DATE, TIME, & LOCATION:

February 22, 2019 @ 2:00 PM
Mount Pleasant Waterworks Operations Center
1619 Rifle Range Road
Mount Pleasant, SC 29464

EMAIL QUESTIONS TO:

Brian King, Budget & Procurement Supervisor
Financial Services Division
Mount Pleasant Waterworks
bking@mpwonline.com

***MAIL PROPOSALS TO:**

Mount Pleasant Waterworks
1619 Rifle Range Road
Mount Pleasant, SC 29464
Attention: Brian King

HAND CARRY PROPOSALS TO:

Mount Pleasant Waterworks
1619 Rifle Range Road
Mount Pleasant, SC 29464

MARK ENVELOPE:

“Backflow Assembly Testing Proposal”
Attn: Brian King, Budget & Procurement Supervisor

*** Respondents mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by Mount Pleasant Waterworks.**

REQUEST FOR PROPOSALS

Mount Pleasant Waterworks (MPW) is soliciting Request for Proposals (RFPs) for the outsourcing of our annual testing requirements for backflow assemblies. These include residential, commercial, and fire line assemblies. Qualified participants are invited to submit proposals per the specifications and requirements as described herein.

The purpose of this RFP is to state the terms and conditions under which participants will provide **Backflow Testing Services** for MPW on backflow assemblies located within the service area of Mount Pleasant, South Carolina.

GENERAL INSTRUCTIONS

- 1) Vendors must submit two (2) copies of each proposal within the time frame indicated for submission.
- 2) Vendors shall submit their proposals, identifying the contents clearly marked on the outside of the envelope "Backflow Assembly Testing Proposal", by the submission deadline to: Brian King, Budget & Procurement Supervisor, Mount Pleasant Waterworks, 1619 Rifle Range Rd., Mount Pleasant, S.C. 29464. MPW will accept proposals until 2:00 p.m. Friday February 22, 2019.
- 3) MPW shall have a period of up to thirty (30) days after the opening of proposals in which to award the contract to the lowest responsible provider after taking into consideration servicing capability, workmanship, and a history of satisfactory service.
- 4) Submission of a proposal will be considered as conclusive evidence of the provider's complete examinations and understanding of the specifications as provided by MPW.
- 5) Proposals received after the time and date specified will not be considered and will be deemed unresponsive.
- 6) Prices quoted shall include all discounts to be considered in making the award and shall be net, including delivery to Mount Pleasant Waterworks Operations Center. State and local taxes, as applicable, should be included in the proposal price.

GENERAL TERMS AND CONDITIONS

- 1) Mount Pleasant Waterworks reserves the right to reject any and all proposals in whole or in part and to waive all technicalities as deemed appropriate.
- 2) Awards shall be made to the lowest responsible provider who submits a responsive proposal, which is most advantageous to MPW.
- 3) In case of default by the vendor, MPW reserves the right to purchase like services on the open market charging the vendor with any additional costs. Should such charges be assessed, no subsequent proposals of the defaulting vendor shall be considered until the assessed charges have been satisfied.
- 4) Unit prices shall govern over extended prices.
- 5) Ambiguous proposals, which are uncertain as to terms, delivery, quantity, and/or compliance with specifications, may be rejected or otherwise disregarded.
- 6) All proposals shall be executed and submitted in a sealed envelope. The face of the envelope shall contain the following:
 - a. Backflow Assembly Testing Proposal
 - b. Proposal Date: February 22, 2019
 - c. Time: 2:00 p.m.
 - d. Attention: Brian King
- 7) Providers and/or their representatives shall direct all inquiries and all other communications regarding this proposal to Brian King, Budget & Procurement Supervisor. All questions shall be in writing or electronic mail in order to forward the answers to all prospective providers. No oral answers to proposal questions shall be permitted. This shall ensure fairness and give all providers an equal opportunity to be considered.
- 8) Any addenda to the proposal documents will be issued in writing. No oral statements, explanations or commitments shall be of any effect unless incorporated in the addenda.
- 9) MPW reserves the right to contact providers individually for the purpose of clarifying proposals and/or request additional information.
- 10) MPW is not liable for any cost incurred by the providers in connection with the development and submittal of their proposals.
- 11) MPW may make such investigations as deemed necessary to determine the ability of the offerer to perform the work, and the offerer shall furnish to MPW all such information and data requested for this purpose. MPW reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy MPW that they are properly qualified to carry out the obligations of the contract and to complete the work stated herein.

- 12) In estimating the lowest cost, MPW will consider any of the following in addition to proposal price; delivery; quality; service; performance analysis; reference checks of other customers; location of support operations and size of the support staff in relationship to number of systems being serviced by the staff; and size, fiscal stability and longevity of the providing company. This list is not all-inclusive.
- 13) Discussions or communications (written or oral) concerning the proposal, the providers, the provider's competitors or the award of the proposal with members of the Commission shall be basis for disqualification of the affected party's proposal.

SPECIFICATIONS

Qualifications: Participants must have the following qualifications and submit evidence of such qualifications with their proposal (failure to submit data will be reason for rejection of proposal):

1. Experience in dealing with the testing of residential, commercial, and fire line backflow assemblies.
2. Must submit a copy of your SCDHEC Certified Backflow Tester certificate.
3. Must submit a copy of your Workman's Compensation and Liability insurance coverage.
4. Must submit a copy of your Mt. Pleasant Business License
5. Submit a list of all certified staff employed or existing agreements with subcontractors.
6. The Proposal response must include name, address and telephone number of at least three client contacts for professional reference. (see attached)

Requirements: The Water Quality Foreman for MPW will be the contract administrator. This person will be the contact for all routine matters and scheduling. After award of the contract, the contractor will report to the Water Quality Foreman. Communications from the Contractor shall be routed through the Water Quality Foreman, unless noted otherwise. The Water Quality Foreman, or a designated representative, shall notify the Contractor when testing services are required.

Terms of the Contract: The term of the Contract for backflow assembly testing will be thirty-six (36) months with the option of three (3) one-year renewal periods. The annual renewal must be by mutual agreement between Mount Pleasant Waterworks and the Contractor. Either party may terminate the Contract at any time giving the other party (30) thirty days written notice of intent to terminate. It is expected that the first day of this contract will commence on March 1, 2019.

PART B - PERFORMANCE SPECIFICATIONS

1.0 GENERAL CONTRACT REQUIREMENTS:

1.1 General Requirements: The Contractor will furnish all labor, supervision, materials, and equipment necessary to perform these services in a way that is satisfactory to MPW. The Contractor shall represent MPW in a courteous and professional manner.

The Contractor shall be responsible for contacting and scheduling with the customer the testing of the backflow assembly.

As backflow inspection deadlines are set and testing services requested, it is the Contractor's sole responsibility to ensure the number of tests required by MPW are inspected, documented and reported within the timeframe requirements. All backflow testing services shall be completed in the timeline required by MPW. All completed paperwork must be submitted electronically through Tokay Web Test and received by MPW within the first five (5) calendar days of the month for the previous month's work.

Failure to comply with such will be grounds for termination of the contract. Invoices should be submitted directly to the Water Quality Foreman.

While acting as an agent of MPW, the Contractor shall not solicit business from any customer under contract with MPW for backflow testing services. These services include, but are not limited to, backflow testing, repairs, installations, replacements, etc.

Pricing submitted shall be a per unit cost, per backflow test/re-test, with proposed costs inclusive of all possible scenarios that may be encountered while field testing backflow assemblies. Possible scenarios may include, but are not limited to, fire service lines, alarms, confined space entries, obstructions, dewatering, locating meters and backflows, removing freeze protection, etc.

The Contractor shall correct all complaints and shall respond to special requests for services within a reasonable period. All complaints, both major and minor, shall be investigated within 24 hours. Any complaint that cannot be corrected within 24 hours or which is considered unreasonable or which cannot be dealt with for reasons beyond the Contractor's control shall immediately be reported to the Water Quality Foreman. Uncorrected complaints, if not considered reasonable by the Water Quality Foreman, shall be cause for any of the following actions by MPW.

1. To obtain services from within MPW's own staff or from another available source without prior notice to the Contractor. Costs for these services will be charged to the Contractor.

2. To cancel the contract: Notice, if deemed necessary, shall be made at any time by certified mail (return receipt requested) and either received or refused at the office of the Contractor listed in the contract. If action results in cancellation, MPW will assess costs or damages due the Contractor. The Contractor will be liable for any damages due and for any excess costs of obtaining the services for the balance of the original contract period or until such time a new Contract is established.
- 1.2 **Contractor's Employees:** The Contractor agrees to be responsible for and provide general supervision of all employees working under this Contract. Testing personnel shall be certified and trained in testing backflow assemblies of the type and scope described herein.
- 1.3 **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of MPW. In the event the Contractor desires to subcontract part of the work specified herein, the Contractor shall furnish names, qualifications and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for all work done by subcontractor(s) and shall assure compliance with all requirements of the Contract.
- 1.4 **Testing / Inspection:** MPW reserves the right to conduct any test or inspection to assure supplies and services conform to the Contract requirements.
- 1.5 **South Carolina Law to Apply:** The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State and Local agencies having jurisdiction. This shall include, but not limited to, minimum wage, labor and equal employment opportunity laws.
- 1.6 **Venue:** Should any dispute arise between the parties hereto that results in legal action being taken by either party, the parties agree that the proper venue of such action shall be in Charleston County, Charleston, South Carolina.
- 1.7 **Responsibility of Contractor - Personnel:** Only those personnel who have been certified through the State of South Carolina as a Certified Backflow Tester shall be assigned duties under this Contract. MPW reserves the right to refuse to accept services from any personnel deemed by MPW to be unqualified, disorderly, or otherwise unable to do assigned work.
- 1.8 **Safety:** The Contractor shall maintain an adequate safety program to ensure the safety of Contractor employees, subcontractor employees, and all other individuals working under this contract.
- 1.9 **Damage:** The Contractor shall be responsible for the repair and replacement of any damage to properties and/or Commission assets caused by the Contractor or employees of the Contractor.

- 1.10 Emergencies:** All emergency conditions shall be promptly reported to MPW.
- 1.11 Scheduling and Coordination:** The Contractor and MPW shall schedule all work ahead of time as agreed upon. The work schedule shall be kept up to date.
- 1.12 Warranty:** The Contractor warrants to MPW that all work performed will be performed professionally and consistent with industry practice.
- 1.13 Acceptance Evaluation and Quality Assurance:** The services provided will be subject to inspection by the Water Quality Foreman. Any failure to meet quality standards may be grounds for contract termination.
- 1.14 Acts of God:** In the event that the performance by Contractor of any of its services shall be interrupted or delayed by any occurrence not occasioned by Contractor, such as, without limitation, acts of God, then Contractor shall be excused from such performance for such period of time it is reasonably necessary after such occurrence to remedy the effects thereof.

PROPOSAL CONSTITUTES OFFER

By submitting a proposal, the respondent agrees to be bound by all the terms and conditions set forth in this document. A proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the Commission, be declared non-responsive. The requirements and conditions set forth in this document will become part of the successful Contractor's contractual obligations upon award of a Contract.

Contractor services for testing backflow devices shall be on an as needed basis.

The proposer understands that quoted prices are all inclusive and that no additional costs, incidental or otherwise shall apply.

VENDORS FED. ID NUMBER

OFFEROR

BY: _____(SEAL)

PRINTED SIGNATURE

BUSINESS ADDRESS

CITY, STATE AND ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

**MOUNT PLEASANT WATERWORKS
BACKFLOW ASSEMBLY TESTING SERVICES
PRICING WORKSHEET**

COST:

Backflow Assemblies (all sizes):

- Initial Testing: \$_____ /per test
- Re-Testing (as necessary): \$_____ /per test

I authorize that all pricing stated in this proposal document is correct and binding.

Company Name:_____

Authorized Signature:_____

Printed Signature:_____

Date:____/____/____

**MOUNT PLEASANT WATERWORKS
BACKFLOW ASSEMBLY TESTING SERVICES
CLIENT REFERENCE FORM**

CLIENT NO. 1:

Company Name:

Address:

Contact Person: _____ Telephone No.

CLIENT NO. 2:

Company Name:

Address:

Contact Person: _____ Telephone No.

CLIENT NO. 3:

Company Name:

Address:

Contact Person: _____ Telephone No.