
INVITATION FOR BIDS

Via eProcurement System

IFB NO. 2017-65

OIL WATER SEPARATOR MAINTENANCE AND CLEANING

OPENING: APRIL 12, 2017 AT 11:00 A.M.

BUYER: Anna Anuszewski, Buyer

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HOWARD COUNTY, MARYLAND

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046
www.howardcountymd.gov/departments/county-administration/purchasing



SPECIFICATIONS

- 1 SCOPE: Howard County, Maryland, (the “County”), seeks a qualified vendor (the “Contractor”), to provide Oil/Water Separator inspection, cleaning and repair services for oil/water separator units at various locations throughout the County. The Contractor is to provide these services on a scheduled basis and provide on-call services as needed.

- 2 CONTRACTOR’S QUALIFICATIONS:
 - 2.1 Contractors must be engaged in oil/water separator cleaning, maintenance, repair and disposal of liquids, solids, filters and other debris associated with oil water separator units commonly in use and must have been actively engaged in oil/water separator cleaning, maintenance, repair and solids, liquid and associated materials disposal for a period of no less than five years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least five years of demonstrated experience of reliability and meets the criteria set forth herein.
 - 2.2 Contractors must possess all required waste handling and disposal permits.
 - 2.3 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Agreement.
 - 2.4 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor’s businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

- 3 BACKGROUND CHECKS AND INVESTIGATIONS
 - 3.1 If a Contractors’ employees are on-site in County buildings working without a County escort each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.
 - 3.2 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building.
 - 3.3 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
 - 3.4 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
 - 3.5 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

- 4 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about June 1, 2017 after approval and proper execution of the Agreement, with a renewal option for five additional years in one-year increments, exercisable at the sole discretion of the County.

5 PRICE ADJUSTMENT:

- 5.1 Prices offered shall be firm against any increase for one year from the effective date of the Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
- 5.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
- 5.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 5.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

6 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

7 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add, change or delete items as deemed necessary.

8 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:

- 8.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured.
- 8.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
- 8.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 8.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 8.5 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its officials, employees, agents and volunteers" must be shown as the Certificate Holder and an Additional Insured on the certificate.
- 8.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.

- 8.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 8.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default.

9 METHOD OF AWARD:

- 9.1 The County intends to award to the lowest responsive and responsible Contractor(s) meeting the specifications on a lump sum basis, individual item basis, groups of items basis, or any combination basis, which best meets the needs of the County. The estimated annual quantities on the Price Sheet represent the total volume of work for all Contractors combined.
- 9.2 If only one bid is received, the County reserves the right to award to a single Contractor if it is in the best interest of the County.

10 BILLING AND PAYMENT:

- 10.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Department of Public Works, Bureau of Facilities, 9250 Bendix Road, Columbia, MD 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
- 10.2 Each location is to be invoiced separately with all documents attached.
- 10.3 Each invoice shall include the following information:
 - 10.3.1 Contractor's name;
 - 10.3.2 Address;
 - 10.3.3 Federal tax identification number;
 - 10.3.4 Contract number, if applicable (i.e., 44XXXXXXXXXX);
 - 10.3.5 Purchase Order number (i.e., 2XXXXXXXXXX);
 - 10.3.6 Contract line number;
 - 10.3.7 Unit price and extended price (unit price must match a contract line); and
 - 10.3.8 Description of goods provided and/or services performed.
- 10.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
- 10.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements or which this is appropriate.
- 10.5 Delivery tickets signed by authorized County personnel shall accompany invoice, if applicable.
- 10.6 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 10.7 All amounts, costs, or prices referred to herein shall be United States of America currency.
- 10.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.
- 10.9 All pricing shall be quoted as FOB Destination, Inside Delivery.

- 11 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the IFB, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement shall mean that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions may be sufficient cause for rejection of the Contractor's response.
- 12 SITE CONDITIONS: The submission of a bid shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.
- 13 WARRANTY:
- 13.1 The Contractor warrants the replacement parts, filters and installation furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.
- 13.2 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty.
- 14 TECHNICAL SPECIFICATIONS:
- 14.1 Safety Plan Submission:
- 14.1.1 Submit a Safety Plan for approval with information on project safety measures included, but not limited to Injury and Illness Prevention Program, Confined Space Entry, and Fall Protection.
- 14.1.2 Contractor must follow all Howard County Safety Policies and Procedures.
- 14.2 Inspections of Oil/Water Separator units include:
- 14.2.1 Inspect all oil/water separators, and test waste solids and liquids for hazardous status. Testing is to be in accordance with all industry standards and performed by a certified laboratory with results provided to the County in an approved format.
- 14.2.2 Identify any work needed to return oil/water separators to manufactures recommended specifications to include any physical repairs needed.
- 14.2.3 Remove, clean and replace filter cartridges as necessary.
- 14.2.4 Inspect all trench drains, connective piping, clean and remove all sediment and debris and dispose of waste solids per state/federal regulations.
- 14.3 Maintenance and Repair: Examples, other items may be included;
- 14.3.1 Manhole gasket replacement
- 14.3.2 Repair/Replacement of floats
- 14.3.3 Replacement of access panels
- 14.3.4 Replacement of trench drain grading
- 14.3.5 Repair of level indicators and alarm devices including panel-box. All alarms and level sensors are to be tested and set to manufactures specifications.

- 14.4 Clean oil/water separator vaults:
 - 14.4.1 Screens and traps are to be dismantled, removed, inspected and cleaned and reinstalled as per manufacture specifications
 - 14.4.2 Use of a power washer and/or other means of agitation of material may be necessary to suspend and remove all material from surfaces of walls and base of units and all devices installed within the vessel.
 - 14.4.3 Must have an automated mechanical means (example: crane, truck bed mounted lift, etc.) for removal of canisters/ filter cartridges from the vault.
 - 14.4.4 Upon completion, the devices are to be refilled with clean water, tested and returned to service.
 - 14.5.5 The work area is to be returned to the building occupants in a clean and safe manner.
- 14.5 Disposal:
 - 14.5.1 Filter cartridge disposal must comply with all laws and regulations including federal, state and local ordinances.
 - 14.5.2 Dispose of waste, liquids and solids per federal, state and local ordinances.
- 14.6 Reporting:
 - 14.6.1 Provide inspection report with information to include location; make & model/serial number of device. Details on sediment depth, structural damage, and cartridges submerge depth of standing water, number of cartridges, oil sheen, other observations etc. Refer to Exhibit I for Oil Water Separator Inspection and Maintenance Log.
 - 14.6.2 Reports and/or manifests detailing disposal of waste water and waste solids per state/federal regulations are to be included with invoices.
 - 14.6.3 A completed log sheet approved by the County is to be provided for each device. Copies of the service reports are to be provided in printed format with each invoice and an electronic copy to be delivered to the County. Provide photos of each oil/water separator's conditions before and after cleaning.
- 14.7 Sites: Oil Water Separator locations are provided in Exhibit II. The County may at any time add, change or delete locations as deemed necessary.

EXHIBIT I

Oil Water Separator Inspection and Maintenance Log

Oil Water Separator Inspection and Maintenance Log Serial #: _____

Date: _____
 Facility Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Name at Facility (please print): _____

OWS Unit Details

Model #: _____ Type: _____ Flow Rate: _____ (GPM) Rec. Pump Out _____ (Gal)
 Location of oil water separator: _____
 (e.g.: Building, garage, parking lot, etc.)

Service/Maintenance Provider

Company Name: _____ License#: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Name (please print): _____
 Observations/Comments: _____

Item Number	Maintenance Item	Verified Complete
1	Periodic Inspection Items	<input type="checkbox"/>
1a	Upstream Trench Drains, Solids catch basin, traps cleaned	<input type="checkbox"/>
1b	OWS Interior-sand/trash/sludge accumulation	<input type="checkbox"/>
1c	Effluent Inspection for oils & other contaminants	<input type="checkbox"/>
1d	Oil level in system: _____ gals	<input type="checkbox"/>
2	Verification of Alarm Operation	<input type="checkbox"/>
3	Remove oil stored in tank: _____ gals	<input type="checkbox"/>
4	Remove soil/water mix stored in tank _____ gals	<input type="checkbox"/>
5	Remove sludge in tank	<input type="checkbox"/>
6	Clean Sediment chamber w/pressure washer	<input type="checkbox"/>
7	Clean oil water separator chamber w/pressure washer	<input type="checkbox"/>
8	Remove and clean petro-screens/coalesce packs	<input type="checkbox"/>

EXHIBIT II

Oil Water Separator Locations Table

Number of Units	Name	Street Address	Township	State	Zip Code	Location
1	Dayton Maintenance Shop	4301 Route 32	Dayton	MD	21036	Maintenance Shop
2	Cooksville Maintenance Shop	4212 Frederick Road	Cooksville	MD	21723	Fuel Island Maintenance Shop
2	Mayfield Maintenance Shop	7751 Mayfield Ave.	Elkridge	MD	21075	Fuel Island Maintenance Shop
2	Bureau of Utilities	8270 Old Montgomery Road	Columbia	MD	21045	Outside Maintenance Shop
1	Fire Station #6	8521 Corridor Road	Savage	MD	20763	In front of Bldg.
1	Fire Station #8	9601 MD-99	Ellicott City	MD	21042	
1	Fire Station #9	5950 Tamar Drive	Columbia	MD	21045	
1	Fire Station #10	10115 Old Columbia Road	Columbia	MD	21046	
2	Fire Station #11	11226 Scaggsville Road	Laurel	MD	20723	Parking Lot
1	Fire Station #13	14620 Carrs Mill Road	Glenwood	MD	21738	
4	Alpha Ridge Landfill	2350 Marriottsville Road	Marriottsville	MD	21104	Maintenance Shop Transfer Station Sorting Area Wash Bay
1	Rockburn Park Maint Facility	6405 Rockburn Branch Park Road	Elkridge	MD	21075	Maintenance Shop
1	Recreation and Parks HQ	7120 Oakland Mills Road	Columbia	MD	21046	Maintenance Shop
1	Timbers of Troy Maintenance Shop	6409 Marshalee Drive	Elkridge	MD	21075	Maintenance Shop
2	Ridge Road Maintenance Facility	8800 Ridge Road	Ellicott City MD	MD	21043	Maintenance Shop Parking Lot