



Request for Quotation

200 South Ivy Street – Room 177 - Medford, Oregon 97501
Phone: (541) 774-2440 □ Fax: (541) 774-2696

To: Painting Contractors
From: Ken Johnson, Operations Superintendent
FAX 541-774-2696
Date: August 4, 2011
Re: Request for Quotation (RFQ) – Fire Hydrant Painting Services

NOTICE TO CONTRACTORS

Written quotes for **Fire Hydrant Painting Services** will be accepted by Medford Water Commission (MWC), 200 S Ivy St. – Room 177, Medford, Oregon 97501 until 4:00 p.m., Local Time on Tuesday, August 30, 2011. Quotes shall be valid for a minimum of 30 days after closing unless otherwise specified in the quote specifications. This RFQ does not commit MWC to pay any costs incurred by any quoter in the submission of a quote and may reject for good cause any and all quotations upon a finding of MWC that it is in the public interest to do so. MWC also reserves the right to waive any informality in any quotation and to delete certain items listed in the RFQ as set forth herein. A **MANDATORY** pre-quote meeting for all contractors will be held at 11:00 a.m., Tuesday, August 16, 2011 at MWC Service Center, 821 North Columbus, Medford OR 97501. **Only those companies that have a representative in attendance and have signed in will be allowed to quote on this project.**

GENERAL INFORMATION

Project Summary:

In general, the project is to furnish all labor and materials required to paint up to 700 hydrants per year per attached Scope of Work, Specifications and Contract. MWC has over 4,500 fire hydrants within its distribution system. The qualified contractor will provide cleaning, painting, and numbering of the designated fire hydrants. Most hydrants are located in the public right-of-way, within sidewalks or landscape mediums, or in landscaped areas adjacent to private property. The contractor will work with MWC to develop and implement an acceptable hydrant painting schedule, contractor/public contact protocol, and develop a protocol for communications with MWC. Contractor professionalism is a top priority.

Licensing, Certification and Insurance Requirements:

Contractor and/or applicable employees shall secure and maintain in good standing through the life of the contract: City of Medford Business License, Valid Oregon Driver's License, licensing with the State of Oregon Construction Contractor's Board, and any other certifications or licensing that may be required to perform the scope of services herein. **Insurance coverage requirements are specified in the sample contract (see attached); proof of insurance is required for contract approval by MWC.** Contractor shall at its expense obtain, keep in force, and maintain insurance to cover its performance.

Schedule:

Hydrants shall be painted between April 1st and September 30th of each year unless approval is given by the MWC inspector to extend painting time. It is anticipated to award contract on September 19, 2011. Upon award of a contract and date of first hydrant painted, a two-week trial period will be established with the contractor to decide if the work is being completed to the satisfaction of MWC. If this is not the case after these two weeks or anytime during the contract period, the contract will be terminated immediately with written notification from MWC and only the completed fire hydrants will be paid for. In the event that all hydrants are not painted within the specified time frame, MWC may allow extension of the contract. It is strongly suggested that the contractor make every effort to complete the project before September 30th of each year.

Prevailing Wage:

This solicitation may be subject to ORS 279C.800 to 279C.870. Prevailing Wage Rates apply to public improvement projects that exceed \$50,000.00.

Contract Period:

Any Contract(s)/Agreement(s) resulting from this RFQ shall be in effect for the term of one (1) year with the option to renew for up to three additional one-year periods, upon mutual agreement in writing, of both parties.

SCOPE OF SERVICES

Clean, prepare, paint and number approximately up to 700 fire hydrants per year located in and around the City of Medford. Contractor shall supply all labor, transportation, equipment, materials and tools necessary to complete the scope of services as follows:

- (A) Trimming
 - (a) General
 - Coordinate with the City of Medford Fire Department to arrange vegetation trimming as needed prior to painting.
- (B) Cleaning / Preparation
 - The Contractor shall remove all grease, oil, loose paint, dirt and other foreign materials from hydrant surface prior to painting. Items "a" and "b" below describe in detail the cleaning requirements.
 - (a) Previously Coated Surfaces
 - Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealer must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint must be clean and dull before repainting. On some hydrants it may be necessary to wash with an abrasive cleanser that will clean and dull in one operation, or, wash thoroughly and dull by sanding. Selected cleaners should be used in an environmentally safe way. Spot prime any bare areas with specified primer or approved equal primer.
 - (b) Hand Tool Cleaning
 - Hand Tool Cleaning removes all loose mill scale, loose rust and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they

cannot be removed by lifting with a dull putty knife. Before hand tool cleaning remove visible oil, grease, soluble residues, and salts.

In cases of new hydrants, the chains will be removed and discarded. Also backfilled dirt may come up around the hydrant body; this will need to be dug out. No paint will be allowed on the brass hydrant nozzles, although all caps will be painted while removed from the hydrant to assure that paint does not seal the nozzles shut.

(C) Painting

MWC will furnish to the Contractor a complete detailed listing of fire hydrant locations due for painting at the beginning of each calendar year. Data provided for each hydrant will include a location map, hydrant number and color scheme. Contractor shall communicate and coordinate the hydrant painting schedule with MWC to facilitate any advance notifications to affected parties as deemed necessary by MWC. Each hydrant painted shall be checked against this list to be sure the color and appropriate number is painted on the hydrant. If there should occur an error in painting or numbering, the Contractor will be responsible for correction prior to final payment.

The Contractor shall exercise extreme caution while working and cleaning/painting around automobiles, landscaping, concrete surfaces, etc. Any spilled or splattered paint, debris removed from preparing the hydrant or other foreign material shall be removed or cleaned from the hydrant site. The Contractor shall assume complete liability for any damage caused by his/her painting operations.

Contractor to follow paint manufacturers' specification sheet for application instructions taking into account hydrant preparation, ambient temperature, etc. The Contractor should schedule his/her work accordingly. Any adverse weather conditions that may occur during the contract period will halt painting time as determined by MWC.

The Contractor must submit to MWC a detailed schedule of his/her painting activity so that inspection of both the hydrant preparation and painting can be accomplished. The MWC inspector will verify each hydrant before payment is made.

(D) Numbering

Each hydrant bears a number, which will have to be stenciled with black paint or by other means approved by MWC after painting the hydrant. MWC has renumbered all hydrants and a list will be provided to the Contractor that provides the proper number. **Accuracy is of utmost importance.** The number will be placed on the hydrant barrel, visible to oncoming traffic from the right-hand lane. A one-inch (1") to one-and-one-half-inch (1½") stencil will be used to paint the numbers with MWC-specified black paint.

(E) Materials and Equipment

The Contractor will furnish all necessary tools, equipment, MWC-specified paint, automotive transportation, travel per diem, and incidental expenses to prepare hydrants for painting as well as the painting and numbering of hydrants.

(F) Paint Specifications

All fire hydrants shall be painted as follows (Note: gpm is gallons per minute):

- (a) YELLOW BODY - All hydrants with flow over 1000 gpm
- (b) YELLOW BODY - ORANGE CAPS AND TOPS (hydrants 500-999 gpm)
- (c) YELLOW BODY - RED CAPS AND TOPS (hydrants < 500 gpm)

(Note: MWC will phase out painting of fire hydrants with green caps and tops. All existing hydrants painted with this scheme will be painted yellow.)

To ensure against fading and user friendliness, a waterborne paint system has been selected; Sherwin Williams' products as specified or approved equal:

- (a) Spot Primer: Sherwin Williams 000C23275
Spray aerosol – Pro Industrial Rust Inhibitive Primer
- (b) Primer: Sherwin Williams B66W00310
Pro-Industrial, Pro-Cryl Universal Primer
- (c) Finish: Sherwin Williams B66Y00300 (Safety Yellow)
Sher-Cryl HPA High Performance Acrylic Gloss Coating
- (d) Finish: Sherwin Williams B66Y00300 (Safety Orange)
Sher-Cryl HPA High Performance Acrylic Gloss Coating
- (e) Finish: Sherwin Williams B66Y00300 (Safety Red)
Sher-Cryl HPA High Performance Acrylic Gloss Coating
- (f) Numbers: Sherwin Williams B66B300 (Safety Black) Sher-Cryl HPA High Performance Acrylic Gloss Coating

- (G) Inspection
Contractor will be subject to periodic work inspections by MWC, which may include witnessing cleaning and painting of hydrants and protection of paint overspray on but not limited to nearby structures, vehicles, concrete, asphalt, etc.
- (H) Reporting
The Contractor may also be required to provide supplemental data such as a list of hydrants as they are painted along with location information. MWC and Contractor may agree to coordinate painting and maintenance data via an electronic file format.
- (I) Availability of Contractor
Contractor shall be available to promptly respond to and resolve MWC concerns regarding customer complaints, or situations that may arise regarding workmanship or safety.
- (J) Signage
Contractor is required to display a magnetic sign on vehicle along with personal identification badges provided by the Commission while performing hydrant painting work for MWC.

MEASUREMENT AND PAYMENT

All payments are to be made on Net 30 day terms. Measurement and payment shall be on a per hydrant basis and shall include all activities outlined above in the Scope of Work. Contractor

shall submit an invoice on or about the 25th day of each month detailing the number of hydrants painted, including the hydrant numbers. The painting of hydrants shall be compensated at the fixed rate charge submitted in the quote.

QUOTE INSTRUCTIONS

The quote submittals must include the following information:

- (A) **COST QUOTE FORM:** Includes individual cost per hydrant quotes adequate to cover the scope of all services requested.
- (B) **REFERENCES:** Provide three (3) representative references from commercial, municipal, and residential projects.

Instructions for Submitting Quotations

Submit quote form and references via FAX, mail, or PDF e-mail to:

Medford Water Commission
Attention: Ken Johnson, Operations Superintendent
200 S. Ivy St., Room 177, Medford, OR 97504
E-mail: ken.johnson@cityofmedord.org
FAX: 541-774-2696 Attn: Ken Johnson.

Quotes received after the deadline will not be considered.

AWARD

Basis of award of contract: Medford Water Commission Purchasing Regulations 3.10 (1) & (2) and ORS 279C.412 - 279C.414 allows for award of contract that best serves the interests of the contracting agency (MWC), taking into account price as well as any other applicable factors such as, but not limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility.

CONTACT PERSON

Requests for additional information, or questions regarding this quote document, please contact Ken Johnson, at (541) 774-2680.

MEDFORD WATER COMMISSION
QUOTE FORM – Fire Hydrant Painting Services

INSTRUCTIONS

1. Provide a fixed cost quote for each individual Fire Hydrant.

The cost quote shall be sufficient to cover the scope of all services required.

NO.	DESCRIPTION	COST PER HYDRANT
1.	Clean, paint, and number up to 700 Fire Hydrants annually in the City of Medford	\$.

SAMPLE - MAINTENANCE SERVICES CONTRACT (NON-PREVAILING WAGE)

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20____, by and between the Medford Water Commission, a chartered municipal water utility of the City of Medford, Oregon, and governed by and through its Board of Water Commissioners, hereinafter termed "COMMISSION" and _____, hereinafter termed "CONTRACTOR".

W I T N E S S E T H:

I. THE WORK.

CONTRACTOR, in consideration of the payments to be made by COMMISSION, in the manner and at the times hereinafter provided, and of the covenants and agreements hereinafter contained, hereby agrees to furnish all materials and labor for:

SEE EXHIBIT "A"

and to furnish all necessary machinery, tools, apparatus, materials and labor and to do said work in the most substantial and workmanlike manner according to the solicitation, general provisions, general specifications and any special provisions hereto attached, and the plans therefore on file in the office of the applicable department of the COMMISSION, and in accordance with such modifications of the same and other directions as may be made by COMMISSION as provided for therein.

It is agreed that said plans, specifications and provisions, and the schedule of rates and prices during the course of the project as set forth in the solicitation and in the said provisions and specifications are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all the sums and provisions thereof were fully inserted herein.

The services of CONTRACTOR are to commence immediately after the date of this Agreement, and shall be undertaken in such a sequence as to assure their expeditious completion in light of the purposes of this Agreement. All work covered herein shall be completed within _____ days after the date of this Agreement.

II. CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING (ORS 279B.220).

CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against COMMISSION on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

III. CONDITION CONCERNING SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL (ORS 279B.225).

CONTRACTOR shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

IV. CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION (ORS 279B.230).

(1) CONTRACTOR further agrees promptly as due, to make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all monies and sums which CONTRACTOR collected or deducted from the wages of employees, under any law, contract or agreement, for the purpose of providing or paying for such services.

(2) All employers working under this contract shall comply with ORS 656.017 or employers that are exempt under ORS 656.126.

V. CONDITION CONCERNING HOURS OF LABOR (ORS 279B.235).

(1) No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

(a) (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) Persons employed under contracts for personal services as described in ORS 279A.055 shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) ORS 279B.235(4) does not apply to this contract.

(5) (a) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) CONTRACTOR shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

VI. CONTRACTS GOVERNED BY FEDERAL LAW.

Notwithstanding any other provision hereof, any applicable federal laws, rules or regulations are to govern in any case where federal funds are involved and the federal laws conflict with any provision hereof. Where applicable, CONTRACTOR shall comply with any attached conditions regarding federally funded projects.

VII. INDEMNITY AND COMPLIANCE WITH LAWS AND REGULATIONS.

CONTRACTOR agrees that CONTRACTOR will be solely responsible for any damage or trespass to or upon adjacent property or injury thereto and any and all other liability or damages resulting from or in connection with CONTRACTOR'S operation, and that CONTRACTOR will hold COMMISSION harmless from any claim, liability, damages or obligation arising therefrom and indemnify COMMISSION for the amount of any obligation it may incur on account thereof or arising therefrom. Provided, however, that CONTRACTOR shall not be required to indemnify COMMISSION against liability for damage arising out of death or bodily injury to persons or damage to property caused solely by the negligence of COMMISSION.

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, in any manner affecting the conduct of the work, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless COMMISSION and all its officers, agents and servants against any claim or liability arising or based on the violation of any such law, ordinance, regulation, order or decrees, whether by CONTRACTOR or CONTRACTOR'S employees.

VIII. TERMINATION OF WORK.

COMMISSION may terminate all or a portion of the work covered by this Agreement for its convenience. COMMISSION or CONTRACTOR may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

IX. INSURANCE

During the life of this Agreement, CONTRACTOR shall maintain the following minimum insurance:

(1) Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The following minimum limits are required: General Aggregate- \$1,000,000; Products/Completed Operations Aggregate- \$1,000,000; Personal & Advertising Injury Aggregate- \$1,000,000; Each Occurrence- \$500,000. "The MEDFORD WATER COMMISSION and its officers, employees and agents while acting within the scope of their duties as such" shall be named an additional Insured.

(2) Commercial automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired autos. The combined single limit for bodily injury and property damage shall be not less than \$500,000. "The MEDFORD WATER COMMISSION and its officers, employees and agents while acting within the scope of their duties as such" shall be named an additional Insured.

(3) Statutory workers compensation and employers liability insurance as required by State law. Coverages 1 and 2 shall be written on an occurrence basis, not on a claims-made basis. Coverages 1 and 2 shall be primary and non-contributing over any other insurance available to COMMISSION. CONTRACTOR shall submit to COMMISSION certificates of insurance for all policies listed above. The certificates shall provide that the insurance company give written notice to COMMISSION at least ten (10) days prior to cancellation of or any material change in the policy.

X. PAYMENTS TO CONTRACTOR.

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), and in consideration of the faithful performance of the work herein embraced and provided for, as set forth in this contract, solicitation, general specifications and special provisions, notice to contractors, and plans which are a part thereof, in accordance with the directions of COMMISSION and to its satisfaction, COMMISSION agrees to pay to CONTRACTOR the amount earned by CONTRACTOR under said contract, as provided in the general specifications and special provisions attached. All payments will be made at the times and in the manner provided in the general and special provisions incorporated herein and in accordance with the regulations of COMMISSION in regard to the payment of claims, which regulations provide, among other things, that all claims against COMMISSION shall be submitted to COMMISSION upon vouchers.

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have caused this contract to be executed for and on their behalf by their duly authorized officer(s) on the day and year first above written.

MEDFORD WATER COMMISSION

By _____
Signature / Title

CONTRACTOR

By _____
Signature / Title