

SECTION D – SPECIFICATIONS/SCOPE OF WORK

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BACKGROUND

The Montgomery County Department of General Services is responsible for the operation, maintenance and repair of various underground and aboveground storage tanks, pumps, piping, dispensers, automatic tank gauging consoles and other associated equipment for County fueling sites, generators, heating oil and vehicle maintenance fluids. The County must operate, inspect, maintain, repair and test these systems and ensure compliance with pertinent regulations and requirements.

SCOPE

This solicitation is issued to provide qualified vendors to provide underground and above ground storage tank and associated equipment inspection, maintenance, parts and repair at County facilities.

INTENT

The County shall establish contracts up to three qualified vendors to perform work in the following functional area groupings:

Group A – Repair, maintenance, and upgrades of underground and aboveground storage tanks, piping, fuel, petroleum product and fluid dispensing equipment and automated tank gauging consoles and associated equipment.

Services include the inspection, maintenance, repair, cleaning, removal, disposal, spill clean-up, calibration, and certification of tanks, pumps, piping, dispensers, leak detection equipment and automatic tank gauging consoles, as well as all other associated equipment. Also included is the replacement of pumps, sumps and dispensers as needed and minor upgrades and renovations of fuel islands and associated equipment. Major renovations and construction projects will be awarded separately by competitive bid. Contact information for emergency and after-hours repair must be provided. Repairs must be conducted by or under the direct supervision of a MDE (Maryland Department of the Environment) Certified Underground storage tank technician. The MDE Certified Technician must be present during any repair to the fuel tank or distribution system.

Group B – Tank cleaning and polishing of underground and aboveground storage tanks, piping, fuel dispensing equipment and automated tank gauging consoles and associated equipment.

Service includes the cleaning and polishing of the inside of the underground and aboveground storage tanks. This is to remove any sediment, buildup or detritus from the bottom of the tank and removing and filtering any fuel from the tank and pumping it back in. These services must be conducted by or under the direct supervision of a MDE (Maryland Department of the Environment) Certified Underground storage tank technician.

Group C – Inspection of underground and aboveground storage tanks, piping, fuel dispensing equipment and automated tank gauging consoles and associated equipment.

Services include monthly and annual inspection and reporting of condition of equipment listed in A above, and conduct of Maryland Department of the Environment (MDE)-required third party compliance inspections. Inspections must be conducted by a MDE-certified Third Party Inspector. Monthly and annual inspections will be conducted on a schedule determined by the County. Third Party Inspections must be conducted within ten working days of request/notification by the County. Inspection results must be communicated to the County within five working days of the completion of the inspection. Services shall also include consultation and follow up on discrepancies which can be billed at the agreed upon hourly basis.

Group D – Scheduled testing of underground and aboveground storage tank systems.

Services include MDE-approved testing and certification of County tanks, piping, dispensing and associated equipment to include Tank Tightness, Cathodic Protection, Tank/STP/Dispenser Sumps and Spill Catchment Basins, Product Lines,

Leak Detector, and Phase II Vapor Recovery Tests to include Liquid Blockage, Air to Liquid Ratio, and Pressure Decay tests. This list is illustrative and other tests as required by MDE or necessitated by change in equipment may be included after award of the contract. All tests will be conducted by MDE-certified inspectors/testers in accordance with MDE, Federal requirements and regulations and results will be sent to the County's Authorized Representative within five working days of the inspection/test. The County will be immediately notified of any test that is a "failure". The services listed are representative and should not be considered all-encompassing. All work must be coordinated with the authorized County representatives prior to commencement of work. All work is to be completed in compliance with applicable federal, state and local regulations.

Group E – Parts for underground and aboveground storage tanks, piping, fuel, petroleum product and fluid dispensing equipment and automated tank gauging consoles and associated equipment.

Vendor must be able to provide an uninterrupted supply of parts for underground and aboveground storage tanks, piping, fuel petroleum product and fluid dispensing equipment and automated tank gauging consoles and associated equipment to the County on an as-needed, requirements based basis.

INTERRUPTED SERVICE

After an interruption caused by severe inclement weather or other disaster, the Contractor must be prepared to complete the work without necessary delays.

RESPONSIBILITY OF CONTRACTOR

At its own expense, the Contractor will:

- A. Notify the County Contract Administrator to oversee the project 48 hours prior to beginning repairs.
- B. Obtain all necessary licenses and permits; expedited for emergency repairs.
- C. Provide competent supervision.
- D. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
- E. Perform the work without unnecessarily interfering with other Contractor's work or County activities.
- F. Provide all necessary labor, equipment, materials and supervision necessary to perform the work as required.
- G. Clean up Contractor-generated debris and restore the site to original conditions, including grass seeding, concrete replacement, paving, etc.
- H. Report all spills, soil contamination and corresponding clean up to Maryland Department of Environment, Montgomery County Contract Administrator and any other agency as required by local, State or Federal regulations. All spills must be cleaned up immediately.

CONTRACTOR REQUIREMENTS

The Contractor shall be able to perform the required maintenance and repair service and have direct access to Original Equipment Manufacturer (OEM) parts. The Contractor shall also have and show proof of the following:

- A. At least three (3) maintenance contracts for commercial or governmental for fuel maintenance and repair service, at a similar size and scope.
- B. At least two (2) MDE Certified UST Service Technicians on staff each having at least two (2) years or more experience in fuel maintenance and repair service.
- C. At least two (2) Veeder-root certified technicians each having at least two (2) years or more experience in Veeder-root tank monitoring systems.
- D. At least one (1) certified electrician on staff each having at least two (2) years or more experience in fuel maintenance and repair service.
- E. Contractor shall submit with its Bid, resumes, references, Veeder Root and other ATG certification, electrical certification, specific experience and training for certified electricians who will perform maintenance and repair service.
- F. Contractor shall demonstrate ability to obtain, or have access to, OEM parts in the time frame necessary to fulfill the response time requirements for emergency service.
- G. Contractor must be available 24 hours a day and seven days a week to respond to emergencies. The Contractor must provide a contact list of personnel responsible for providing service under this contract.

Contact information will include daytime contact information as well as off-duty or emergency contact information. During normal business hours and during off-duty hours there must be a primary and a secondary point of contact. In the event of an emergency call the Contractor must return the initial call within 30 minutes. A local or toll free phone number must be available. Normal business hours are identified as Monday-Friday; 7:00am-4:00pm.

- H. The Contractor is required to have for immediate use all tools and materials necessary to contain and clean up any product spills. Disposal operations in spill clean-up or contaminated product removal must be properly documented in accordance with all appropriate federal, state and local regulations.

SUBCONTRACTORS

The use of subcontractors is authorized under this contract. Subcontractors must be approved by the County prior to commencing work under this contract. In areas of this contract where certifications are required, subcontractors are required to maintain the same certifications specified in this document. Repairs performed by Contractors are required to meet all Federal, State and local requirements.

AUTHORIZATION FOR REPAIRS

The Contractor shall furnish a cost estimate to the County's authorized representative for prior approval on any site repair. The Contractor shall obtain prior approval of the County's authorized representative, in writing, before making any repairs or overhaul of the equipment. If, in the opinion of the County, the cost estimate for the repair service and parts are excessive, the County may move to the Secondary Contractor. Work shall meet all applicable federal, state and local codes and regulations. The cost of Contractor's equipment repair is to be borne by the Contractor.

REPLACEMENT PARTS/COMPONENTS

Parts ordered by the County will be OEM parts unless otherwise directed by the County. Any parts ordered by the County will be delivered FOB; additional delivery options will be available at the County's request. Invoices will list the suppliers cost, plus the Contractor's markup. No additional costs will be accepted unless authorized by the County in advance. Any replacement parts installed by the Contractor will be billed with all items itemized at the Contractor's actual cost to include any and all discounts offered by its suppliers. The prices submitted for parts are subject to verification by the County. **All parts used in repairs must be certified by a nationally recognized testing laboratory certifying that the part meets the U.S. requirements for the product(s) that they dispense.** Upon request, the Contractor shall be required to submit copies of invoices from their suppliers to the County, reflecting accurate costs incurred for parts used on the Contract. The requirements of this article shall apply to both on site repairs and/or in-shop repairs and overhauls.

TYPICAL PARTS TO BE SUPPLIED

The following parts are typical of those which the Contractor shall be prepared to furnish at the time of an initial repair visit:

Fuel filters (Hydrosorb 30 and 10 micron); filter adaptors; pipe bushings; pipe nipples; dielectric and standard unions; swivels; water and gas finding paste; manhole covers (heavy duty only); fill caps, gasoline and diesel; super-fueler diesel nozzle; vapor recovery nozzles; pump shaft lip seals; hose breakaways (designed for ease of rebuild); breakaway repair kits; pump drive belts; various small parts; and other such miscellaneous parts as may be anticipated in making repairs at a disabled fuel site.

This contact also requires the successful Contractor to have in its parts stock, at all times, not less than one Gas Boy or Wayne-Dresser dispenser unit in new or remanufactured and operable condition.

RESPONSE/DELIVERY/TIME OF PERFORMANCE

- A. For routine maintenance and repair work the Contractor's technician(s) will respond within 24 hours of the initial request.
 - a. For Emergency repairs/response the Contractor must respond with an action plan to the County immediately with personnel arriving on-site no later than 2 hours from the original call.
 - b. At the County's discretion and based on the operating characteristics of the fuel site repairs may be conducted in the evenings and on Saturdays at the non-emergency rates specified under the contract.

- B. The date and place of performance of work shall be agreed upon between the Authorized County representative placing the order and the Contractor at the time the order/call is placed, if a time other than the scheduled time indicated on the pricing schedule.
- C. Work will be at various locations in the County during normal working hours of 7:30 a.m. to 4:00 p.m. with the exception of "Emergency Services". Bidders must indicate contact personnel as specified under the "CONTRACTOR REQUIREMENTS" section of this document.
- D. The successful bidder must have their service vehicles equipped with cellular telephones in addition to having the above mentioned contact person, paging system or answering service.
- E. Estimates shall be given on all projects except in emergency situations and submitted to the County before work begins. At no time shall the Contractor begin work without having submitted an estimate. Approval of the estimate shall be returned no later than three days, unless a different time of return is mutually agreed to between the County and the Contractor. These estimates shall be furnished by the Contractor at no charge and shall include all costs, including such items as equipment rental, protective clothing, overhead and indirect costs.

LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

- A. In the event the Primary Contractor fails to complete repairs by the specified time and at the County's discretion, repairs may be reassigned to a Secondary Contractor. The Primary Contractor will be responsible for the cost difference between the original estimate and the total project costs. Costs may include overtime rates for Contracted and County personnel, emergency repair rates, as well as fines as necessary due to project delay. The Primary Contractor will be responsible for submitting a corrected invoice for the repairs completed. At the County's discretion, invoices will be paid less the amount owed the County or on by a separate invoice. In the case of a separate invoice payment to the Primary Contractor will not be released until payment of the County's invoice has been received.
- B. If work falls behind schedule, as determined by the County Project Coordinator and the County, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, County staff overtime. If the Contractor chooses to work overtime for any reason, and secures approval from the County, they shall be responsible for any associated cost to the County.
- C. The Contract Administrator will review requests for extension of completion time due to strikes, lack of materials, or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor required such an extension, with reason clearly stated and detailed proof of such delay. No time extension will be allowed except by final approval of the County. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the Weather Bureau showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded by the Weather Bureau. Any additional information to support the Contractor's position must be included at the time of submittal.

SERVICE TICKETS

- A. An authorized representative of the Contractor shall make all calls for supplies or equipment, pickup or deliveries to any project under contract. The service ticket, prepared by the Contractor, shall contain the information listed below. These service tickets shall be submitted to the County with invoicing for payment. Failure to submit service tickets with invoicing shall result in non-payment of the invoice.
 - a. Contractor's name
 - b. Purchase order and call order number
 - c. Date of purchase
 - d. Itemized list of supplies furnished
 - e. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the contract
 - f. Name of authorized representative ordering the service
 - g. Name of County location receiving the service

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- h. Number of hours on job site with time of arrival and departure
- i. Personnel providing service and hourly rate

Labor rates will include all direct overhead costs such as transportation, general and administrative costs, etc. Labor rates will be paid based on time on the job site; no payment for travel time to or from a job site shall be charged per C.#44.

- B. Each service ticket shall reflect the daily job site activity to include time of arrival and departure, and any equipment to include rental equipment, at the job site. The service ticket shall be authenticated daily by a County employee either directly or be faxed or email to the appropriate County representative.

CHANGES IN THE WORK

The County has the undisputed right to unilaterally make alterations or changes during the progress of the work or to add or delete work. Such changes, additions, omissions or alteration must be made by written order signed by both the County and Contractor's authorized representative. No cost changes to the contract will be paid without a completed Change Order. If work is performed without County authorization and/or written Change Order, the Contractor will be subject to reversing said work, or work/materials shall remain at no cost to the County, solely at the County's discretion.

PAYMENT TERMS

Payment will be made after satisfactory completion of the work. All invoices should be submitted per Section C., #22, Invoices.

FINAL INSPECTION OF WORK

All work and materials shall be subject to a final inspection by an authorized representative of the County. Any omission or failure on the part of the County representative to disapprove or reject inferior or defective work or materials should not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at his expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge. The Contractor must notify the County at least 2-3 business days prior to and at the completion of work to facilitate inspection of work and materials.