

**TOWN OF TRUMBULL, CONNECTICUT
WPCA
REQUEST FOR PROPOSAL
PARK AVENUE PUMP STATION PUMP REPLACEMENT PROJECT**

BID NUMBER 6276: DUE: February 15, 2018 AT 2:00PM

GENERAL INSTRUCTIONS TO BIDDERS

This section includes the town of Trumbull's general instructions to bidders and shall prevail over any conflicting statements made in other sections of these specifications.

This RFP is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer

.A **MANDATORY PRE-BID MEETING** will be held at the pump station, 5800 Park Avenue, on **February 6, 2018 at 10:00 AM**. Attendance by any prospective proposer is required. This will be the only time visits can be made to the project site

The Town of Trumbull Water Pollution Control Authority, (hereinafter referred to as Town or WPCA), through the office of the Purchasing Agent, will accept sealed bids for the **PARK AVENUE PUMP STATION PUMP REPLACEMENT PROJECT** as detailed in this request. The WPCA is requesting qualifications and proposals for the replacement of the existing sewage pumps and pump control panel at the Park Avenue Pump Station. Items relating to project includes the removal and replacement of four sewage pumps, the removal and replacement of one pump control panel, and associated electrical, instrumentation, mechanical upgrades, etc. as indicated in the contract documents. All qualified and interested parties are invited to submit qualifications and bids under the terms and conditions set forth as follows:

1. PREPARATION OF PROPOSALS

- a. Bidders shall submit company qualifications for related work to Park Avenue Pump Station. Proposals should include various components contained at the Park Avenue Pump Station for which your company prime contractor.
 - b) Bids shall be submitted by using the enclosed BID PROPOSAL FORM that accompanies this request. Submit one (1) ORIGINAL and two (2) EXACT COPIES. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids. Proposals received after the advertised time and date due shall not be opened or considered. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened

Proposers may also submit, under separate cover with their proposal, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should a purchase order be awarded.

2. BID SUBMISSION

Bids are to be submitted in DUPLICATE in a sealed envelope addressed as follows:

Bid 6276- Due: February 15, 2018 @ 2:00 PM.

Kevin Bova
Purchasing Agent

Town of Trumbull
5866 Main Street
Trumbull, CT 06611

- a. All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project
- b. The party signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the contractual period requested.
- c. The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

3. BID TIME

- a. Bids shall be received at the office of the Purchasing Agent, Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud. Any bids submitted or received after the advertised hour shall not be accepted, opened or read.
- b. A bidder may withdraw a proposal at any time prior to the above scheduled date and time. Any bid received after the above scheduled date and time shall not be considered or opened.

4. TOWN OPTIONS

- a. The Town of Trumbull reserves the right to reject any and all bids and does not bind itself to accept the lowest bid or any proposal. The Town reserves the right to ask for new bids in whole or in part, or to reject any or all bids, or any part thereof, and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.
- b. If a bid proposal does not meet or better the required specifications, requirements, and scope of work requested on all points that must be outlined in a letter attached to the bid proposal otherwise it will be presumed that the bid as proposed is in accordance with the required specifications.

5. TAXES

- a. All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in bid prices. A Town Tax Exemption Certificate shall be furnished upon request.

6. SPECIFICATIONS

- a. If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with all specifications requested herein. Each Bidder will be held responsible to have studied the Specifications, visit the site (if necessary) regarding the proposed work, satisfied itself regarding all existing conditions and measurements, and to have included in the proposal an amount sufficient to cover all work.
- b. Should any Bidder find discrepancies in the Specifications, or be in doubt as to the exact meaning, notify the Town at once. The Town may then at their option, issue Addenda clarifying same. The Town shall not be responsible for oral instructions or misinterpretations of Specifications.
- c. The Town reserves the right to issue Addenda at any time prior to the Bid Opening. All such Addenda become, upon issuance part of the Specifications. Each Bidder shall cover such Addenda in the proposal and shall acknowledge receipt of same on the blank provided therefore. It is the bidders' responsibility to access the Town's website or contact the Town for any addenda that may be issued in conjunction with this bid.

- d. The Town reserves the right to require any or all Bidders to submit statements as to previous experience in performing comparable work; and as to financial and technical organizations and resources available for this work. The mere opening and reading aloud of a bid shall not constitute or imply the Town's acceptance of the suitability of a Bidder or the bid, nor shall possession of Drawings or Specifications constitute an invitation to bid. The competency and responsibility of Bidders as well as the number of working days required for completion will be considered in making an award.

7. INQUIRIES & ADDENDUMS

- a. All technical inquiries regarding this request shall be answered up to the close of business on **February 9, 2018**, after which time no additional questions will be accepted to Dennis Dievert Jr. – Wright-Pierce (860-852-1920, dennis.dievert@wright-pierce.com). All other questions may be directed to Kevin J. Bova Purchasing Agent (203-452-5042) kbova@trumbull-ct.gov.
- b. Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers.
- c. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.
- d. It is the responsibility of the bidder to verify prior to final submittal of a bid or bid if any addenda to this request have been issued. Any addenda to this request shall be posted on the Town of Trumbull website www.trumbull-ct.gov under the Purchasing Department's section. Bidders may also call the Purchasing Department directly 203.452.5031 for inquiries regarding addenda.
- e. Additionally, after proposals are received, the Town reserves the right to communicate with any or all of the bidders to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any bidder at any time after proposals are opened.

8. NOTICE TO PROCEED & CONTRACT TIMES

- a. The project shall be substantially completed within 150-days after the notice to proceed and finally completed within 180-days after the issuance of the Notice to Proceed.

9. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

- a. Any assignment or subcontracting by a bidder, vendor, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

10. HOLD HARMLESS CLAUSE

- a. Bidder agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under an agreement with the Town, whether or not due in whole or in part of any act, omission or negligence of the Town or any of his representatives or employees.

11. WORK REGULATIONS AND STANDARDS

- a. All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
- b. Applicable laws and regulations relating to employment practices, nondiscrimination, safety and health regulations shall be adhered to by the contractor. The contractor shall be responsible for "Certified Statements of Compliance" regarding Prevailing Wages. Contractor shall also collect and submit four (4) Certified "Statements of Compliance" from any sub-contractors. If the low qualified low bidder is chosen and is not over 100,000.00 then prevailing wages will NOT apply.
- c. Wage rates are included in Section 00800, SC-32, in the Specifications.

12. INSURANCE

- a. The successful bidder shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:
- Worker's Compensation
 - Contractor's Public Liability and Property Damage
 - Automobile Insurance

| General Liability | Each Person | Each Occurrence | Aggregate |
|---|--------------------|------------------------|------------------|
| Bodily Injury Liability | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Property Damage Liability | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Personal Injury Liability | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Comprehensive Automobile Liability | | | |
| Bodily Injury | \$1,000,000 | \$1,000,000 | \$5,000,000 |
| Property Damage | \$1,000,000 | \$1,000,000 | \$1,000,000 |

Such policies shall provide that no coverage shall be changed or cancelled unless thirty- (30) day's prior notice of such change or cancellation shall be made to the owner. Such notice shall be made by registered mail; postage prepaid, to the Purchasing Agent, Town of Trumbull, Town Hall, Trumbull, Connecticut 06611.

In the event of cancellation, the contractor shall cease all operations on or before the effective date of said cancellation and he shall not commence work again until he has obtained replacement insurance and has delivered a Certificate of Insurance to the office of the Owner's Purchasing Department.

13. CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a Public Bid or bid waived process so as to avoid any appearance of Impropriety or Conflict of interest; and; Public officials cannot circumvent the Intent of this Ordinance by receiving town work through a bid waiver, as proscribed by the Trumbull Town Charter.

14. PROPOSAL, PERFORMANCE AND PAYMENT BONDS

- a. A Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Proposal Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Proposal (Bid) Bond.
- b. A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
- c. The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of

failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

- d. The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.

15. LIQUIDATED DAMAGES

- a. Non-compliance with the scheduled completion date of the Contract shall result in charges as follows:
 - i. The Contractor shall pay liquidated damages of \$250.00 per working day for each day after the agreed Contract completion date up to, and including, the actual date of completion.

16. LOWEST RESPONSIBLE PROPOSAL

- a. The Town shall determine the "lowest responsible qualified proposer" on the basis of the Proposer submitting the lowest "Total Proposal", responsiveness of his Technical Proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it shall perform the work in accordance with the specifications.
- b. Proposals will be compared on the basis of the "Total Proposal" of the items listed in the Proposal and on basis of the Proposer's experience and competence.
- c. If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the "lowest responsible qualified proposer", the Town will issue a Notice of Award to the successful Proposer.
- d. The Proposer designated by the Town as the "lowest responsible qualified proposer" to whom the contract is awarded shall execute the Contract and submit the following documents:
 - i. Performance Bond
 - ii. Labor, Payment and Materials Bond
 - iii. Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.
- e. In the event that the lowest responsible qualified proposer fails to execute the Contract and/or fails to provide the required documents within the time period prescribed, the Town, at its option, may consider the lowest responsible qualified proposer to be in default, in which case the Bid Guarantee shall become the property of the Town.

17. MISCELLANEOUS

- a. All Contractors must develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion.
- b. Selected proposer agrees to warranty all work completed for this requirement for period of 1-year following the date of final completion.
- c. The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. Each proposer shall submit a Statement of Bidder Qualifications. If the Town is not satisfied that the proposer is properly qualified, the Town reserves the right to reject the proposal of said proposer.

18. DELIVERY- SCHEDULE

- a. Installations shall be scheduled with Fred Micha 203-452-5050, (fmicha@trumbull-ct.gov).
- b. All Original Invoices, submittals waiver of liens and certified payroll to be sent to:
Trumbull WPCA
Attn: Fred Micha
5866 Main Street, Trumbull, CT 06611

19. METHOD OF AWARD -PRICING

- a. The following criteria will be used to evaluate all Bid Proposals:
 - o Price along with proposal meets all the specifications and conditions requested herein

- Vendor reputation and support based on the Experience Statement
- b. All prices quoted are to be firm for a period of ninety (90) days following bid opening. The Town is always interested in any and all cost reduction opportunities.

20. **AWARD AND AUTHORITY**

- a. The Town Purchasing Agent will issue notification of award in writing along with a Standard Contract agreement. In addition, the Town Purchasing Agent will issue a Purchase Order.

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PARK AVENUE PUMP STATION PUMP REPLACEMENT PROJECT**

BID NUMBER 6276: DUE: February 15, 2018 AT 2:00PM

NOTE: REFER TO THE SECTION 00310 – BID FORM FOR ADDITIONAL INFORMATION REGARDING THE BID.

Proposal Page

| Item No. | Quantity | Brief Description of Item with Unit Bid Price in Words | Unit Bid In Figures | Amount In Figures |
|--------------|-----------|---|---------------------|-------------------|
| 1 | Lump Sum | Replacement of Pumps and Control Panel at Park Avenue Pump Station – Complete, except as noted below. The Sum of \$ _____ _____ | \$ _____ | \$ _____ |
| Per Lump Sum | | | | |
| 2 | Allowance | Pumps and Control Panel Allowance The Sum of \$ <u>Two Hundred Twenty</u> _____ <u>Five thousand</u> Cash Allowance | <u>\$225,000</u> | <u>\$225,000</u> |
| 3 | Allowance | Electrical and Instrumentation Allowance The Sum of \$ <u>Fifteen Thousand</u> _____ Cash Allowance | <u>\$15,000</u> | <u>\$15,000</u> |

TOTAL BID: Total of Items 1, 2 & 3 above.

\$ _____
(Use figures)

(Use words)

BIDDER:

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, a sole proprietorship, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

PLEASE BID 6276 FOR SPECIFICATION REQUIREMENTS DRAWING PREVAILING WAGES

Note: Prevailing wages will be anaddedum

