



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

RFP #2013-73

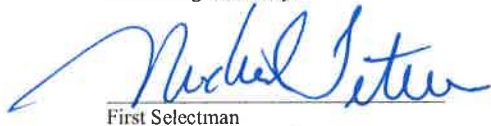
Construction Material Processing Facility
Department of Public Works (DPW)

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____, 2013.

SEALED BIDS are subject to the standard
instructions set forth on the attached sheets.

Any modifications must be specifically
accepted by the Town of Fairfield,
Purchasing Authority.


First Selectman


Director of Purchasing

2 April 2013
Date

Bidder:

Doing Business As (Trade Name)

Address

Town / State / Zip

Mr. / Ms.

Title

Signature

Telephone

Fax

E-mail

Scaled bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00pm, Thursday, 2nd May, 2013

To provide labor, materials, equipment, and all else necessary, for the operation of the construction material processing facility located at One Rod Highway, Fairfield, CT, per the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP #2013-73" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.
5. A mandatory pre-bid meeting will be held 11:00am, 18 April, Sullivan Independence Hall.

REQUEST FOR PROPOSAL

The Town of Fairfield (Town) on behalf of its Department of Public Works (DPW) is seeking competitive proposals from qualified contractors for the operation of the construction material processing facility located within the operations complex, situated on One Rod Highway, Fairfield, Connecticut.

The DPW has operated the facility as a public/private partnership for several years and is now requesting qualifications and proposals from qualified contractors (operator) to continue working with the Town, and improve upon the current model.

Upon award of contract the operator shall have the option to market the material (final product) under his/her company or trade name. However, the material shall not be represented as endorsed by the Town.

The operator shall be responsible for an annual fee payable to the Town for the operation of the facility. The Town shall purchase the material (stone/gravel/aggregate, topsoil, general fill, processed asphalt millings) from the operator at the stated unit prices as submitted in the proposal.

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests in writing to: Town of Fairfield, Purchasing Department
Attention: Phillip Ryan, Buyer
725 Old Post Road, Fairfield, CT 06824
PRyan@town.fairfield.ct.us | Fax: 203-256-3080

NOTE: Written requests for information will not be accepted after **12:00pm on Friday, 19th April, 2013.**

Response will be in the form of an addendum that will be posted approximately **Thursday, 25th April**, to the Town of Fairfield, Purchasing Department, website which is **fairfieldct.org/purchasing.htm**

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting and walk-through of the facility will be held at **11:00am on Thursday, 18th April** which shall commence in the First Floor Conference Room, Sullivan Independence Hall, 725 Old Post Road, Fairfield, Connecticut, to be followed by a tour of the facility at One Rod Highway. **Requests for additional tours or meetings will not be accommodated.**

BID SECURITY

A five (5) percent bid bond or equal security as stated per the Terms and Conditions must be submitted with the bid proposal, based on the amount of **\$50,000.00**. Any bid not submitted with such security will be excluded. No exceptions.

TERM OF CONTRACT

The contract shall be for an initial three (3) year term with an agreed upon cost of living allowance (COLA) applied every (12) months. A refundable surety deposit is required to accompany all proposals. Within (90) days of the expiration of the term, the contract may be renewed upon mutual agreement of both parties for two (2) additional years.

SCHEDULE OF EVENTS

Pre-bid meeting and walkthrough:	11:00am, 18 th April
Request for Information due no later than:	12:00pm, 19 th April
Final addenda posted to website approximately:	25 th April (close of business)
Proposals due no later than:	2:00pm, 2 nd May
Candidate interviews to commence:	7 th May*
Award of contract:	14 th May*
Operation of facility to commence:	24 th May*

*to be confirmed.

FORMAT OF PROPOSAL

1. Submit one (1) printed and signed original proposal marked '**original**' and one (1) printed copy, including one (1) electronic copy in 'read only' format.
2. Provide a general description of your company; type of organization (i.e. corporation, joint venture, partnership); number of years in business; size of company; personnel qualifications and experience.
3. Include resumes and relevant experience of all personnel to be assigned to the operation of the facility, including any subcontractors. Note all subcontractors are subject to approval by the Town.
4. Submit details of any additional services to be provided, identify estimated timelines and deliverables.
5. Identify any resources and/or assistance that you will require from the Town of Fairfield.
6. Provide information on the circumstances and status of any disciplinary action taken or pending against the company during the past three years with State regulatory bodies or professional organizations.
7. If your company has engaged in a recent peer review, please include a copy.
8. In addition to the above requirements, respondents may include additional factors or strengths that would assist in assessing their company's ability to meet the Town's needs. This information need only be one page.
9. All proposals shall remain firm for a period not less than (180) days from the proposal due date, unless such period is extended in writing, agreeable to both parties.
10. Bidders must use the forms prescribed in the document in order to provide comparable data for objective review and comparison of all proposals received.
11. Bidders are required to provide full details of any exceptions to the attached specifications. The Town of Fairfield retains the right to accept or reject any or all exception(s).
12. Provide references for equal scope operations performed during the past five (5) years.

REQUIRED INFORMATION

Responses are required to the following in a clear and comprehensive manner. Failure to do so may result in disqualification.

1. Provide the full name, tax identification number, and main office address of the company (operator) who will enter into an agreement with the Town.
2. Describe the business history of the company.
3. Identify when the business was organized, and if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of the company's corporate ownership and/or operating name.
4. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town, currently has any direct or indirect personal interest in the bidder/company. If so, describe the circumstances.
5. State whether the bidder/company or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.
6. State whether the bidder/company has ever been terminated or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
7. State whether the bidder/company, its owners, officers or employees have ever been subject to a criminal investigation by the federal or state government, by any municipality, or any other government agency.

QUALIFICATIONS

The proposal should include the following information:

- Size of company;
- Geographical location;
- Number of staff to be employed at the facility (full-time and part-time);
- References for operated facilities of similar size and scope.

NOTE: If the Bidder is a joint venture, the qualifications of each company comprising the joint venture should be separately identified and the company that is to serve as the principal should be identified. Complete information on qualifications and experience should be provided for all joint venture partners and/or subcontractors.

EVALUATION CRITERIA

All candidates will be evaluated based on the following criteria:

- a) Financial stability
- b) Company experience
- c) Operating plan
- d) Assigned personnel
- e) Fee proposal and cost

NOTE: The Town may opt to select the proposed system (plan) that it deems to be the best possible solution and value which may not necessarily be the lowest priced option.

FINAL SELECTION PROCESS

Upon evaluation of all proposals received, qualified candidates may be invited to interview with various Town officials, such as, but not limited to, elected officials, department heads, committee or panel members, etc., prior to award of contract. One or more candidates may be requested to attend a second or third interview, if deemed necessary.

Selection shall be based on, but not limited to, qualifications, experience, historical performance record, financial strength, understanding of needs, proven technical capabilities, suggestions for improvements and innovations.

The Town reserves the right to make an on-site inspection and evaluation of any facility at which contract operational services are currently being performed. If the Town chooses this option, the operator shall provide a representative upon reasonable notice for such inspection of the facility. All costs for transportation and subsistence to inspect facilities incurred by Town personnel shall be borne by the Town.

AWARD OF CONTRACT

All responsive candidates will be evaluated based on the criteria stipulated in this document. The Town of Fairfield may opt to visit selected client sites in order to gain a better understanding of how the operation of the facility on offer operates.

The Town reserves the right to reject any and all proposals and is under no obligation to award the contract. The responsibility for the final selection and contract negotiation rests solely with the Town.

The Town shall not be liable to any bidder for costs associated with responding to this Request for Proposals (RFP), or for the participation of any interview(s) or negotiations.

WITHDRAWAL

No proposal may be withdrawn without prior written consent of the Town during the period between opening of the proposals and the signing of the Contract.

PRICES

Prices must remain firm throughout the first (12) months of the contract and may be subject to a mutually agreed upon cost of living allowance (COLA) increase every subsequent (12) months thereafter. The contract may not exceed a total of (5) years.

The Town reserves the right to reject any requested price increase deemed excessive in the opinion of the Town and cancel the contract. The contractor (operator) must submit a formal request for an increase to the Purchasing Department, no later than thirty (60) days prior to the effective price increase. The request shall contain the date the increase takes effect. No retroactive price increases will be allowed.

SCOPE OF SERVICES

Anticipated goals as part of this contract are as follows:

1. The Operator is required to reduce the total height and volume of the current stockpile of the existing material on site. On the attached site map, the peak of the center of the pile is at an elevation of 60 feet. The goal is to reduce the maximum elevation of the entire site to 30 feet by the end of the second year (December 15, 2014). The contractor will be required to report on the progress schedule of attaining this goal as part of a regularly scheduled quarterly operations meeting to be held approximately **1st April; 1st July; 1st October and 31st December** of each year. The Town will also monitor and confirm this progress by regular or periodic inspections. For the third year of the agreement, the Contractor shall maintain the maximum 30 feet elevation requirement on the site. Based on the current surface elevations recently obtained, it is estimated that the amount of material currently over the 30 feet elevation is well over 40,000 cubic yards. Therefore, there needs to be approximately 20,000 cubic yards of existing material removed from the site during each of the next two (2) years, in addition to accounting for the new material that is brought in during this time.
2. The Operator shall maintain the site to provide the Town with a location in which to dump material from **March 15th through to December 15th** of each year, for material in which is generated as a result of Town construction projects and assorted activities.
3. During the off season from **December 16th through March 14th** it is understood that there may be the need for both the Town and the Operator to bring in or remove a small amount of material on occasions. There will be no charge to the Town, or to any contractor acting on behalf of the Town, to dump any material at the site.
4. The Operator shall provide the Town with a supply of construction aggregate, topsoil, and other assorted material required for various construction projects. The Operator shall provide unit prices for these materials chargeable to the Town as part of the contract. These will be paid for by weight, except topsoil and general fill, which will be paid according to volume. There will be no escalation in any of the dollars quoted during the first (12) months of this agreement, including subsequent (12) month terms thereafter.

NOTE: In the past, the material brought into the site was of a greater quantity than the material that was sent out. Therefore, the stockpile continued to grow in size, which was not desired from the Town of Fairfield standpoint. To achieve the primary goal listed above, there must be substantially more material exported from the site to result in the desired net reduction of the stockpile. The Operator must be proficient at sorting and processing both the existing material on site and the new material that is brought in, and produce a variety of quality construction materials that will be valuable and marketable to the construction industry.

The major operational categories of activities which occur on site are as follows:

1. The Operator must accept all construction material generated by the Town of Fairfield. These include items such as broken asphalt pavement and curbing; milled asphalt; concrete curbing; excavation spoils from road and building construction; catch basin parts and tops; catch basin cleanings and road sweeping; and large boulders and shot rock. A small amount of this material may have metals and metal reinforcing bars (rebar), which the contractor shall process and separate as part of their duties. Building demolition material, including foundations, and wood of any kind are unacceptable materials. Due to the constant nature of general operations, the Operator shall man the site during Town working hours of Monday through Friday from 7:00AM to 3:30PM. This shall be in effect from approximately March 15th through December 15th each year, with the exact dates based on a full work week. Work shall not typically be performed on weekends or holidays, unless specifically requested by the Operator and approved by the Director or Superintendent of Public Works.
2. The Operator may accept some material from sources that are generated from other entities beside the Town of Fairfield. This shall be limited to 6,000 cubic yards per year. The Operator may charge as they wish for this imported material, and is entitled to the entire revenue without sharing or reporting costs to the Town. The Town may reject any material determined unsuitable for processing. This includes large concrete materials that require excessive hammering to reduce for crushing. There will also be a prohibition on the acceptance of hazardous or contaminated materials. The Operator will be responsible for the proper removal and cleanup of any environmental issues caused by their operations, as well as the removal of any unacceptable materials. The Operator must comply with all federal, state and other local regulations.

3. No yard waste, woody debris, stumps, solid waste, bulky waste, or general building construction debris shall enter or be processed on the site.
4. The Operator shall process the materials into aggregate and soil products to be used by the Town Department of Public Works construction projects. This shall be sold to the Town at the prices stated in the bid.
5. The Operator may sell bulk aggregate and soil products to others. The Operator may reap the entire profits from such sales. Please note this is not intended to be a retail operation.
6. The Operator must provide all the necessary equipment including payloaders, trucks, screeners, crushers, and all other equipment necessary, to perform the functions. There will not be any permanent buildings on the site. The Town will provide for weighing of the material purchased by the Town, either a portable scale or shall utilize the nearby transfer station scale. Note this equipment will not be available for the Operator's private operations.
7. The Town generates a substantial amount of milled asphalt from road work. Therefore, the Operator is expected to keep this material pure and not mixed with other materials, so it can be re-used by the Town in subsequent cold-in-place asphalt projects.
8. The Town is not obligated to bring all of its generated material into the material facility. Nor is the Town obligated to purchase aggregates and other materials from the Operator, and shall have the right to purchase such items from suppliers outside of this agreement.
9. The Operator shall not sell topsoil products to others from this location. It is expected that the Town will require all topsoil products that are necessary for its general operations. Note the sale of topsoil shall be considered a direct conflict with a separate organic recycling facility operated on another portion of the One Rod Highway property.

In exchange for use of the site and the material, the Operator must provide all requested material loaded into Town trucks (or Town sub-contractors). As an example of the type of material that will be needed (but not limited to) are items such as three-quarter inch stone, three (3) inch minus process gravel, topsoil, intermediate rip-rap, and generic fill. The Town shall provide the Operator with reasonable advanced notice of the need for certain material. The Town is not seeking a revenue share from the Operator for material generated to be sold. The Town is seeking a base operations fee for utilization the facility and its materials.

At a minimum, the proposal must include any and all expenditures required to ensure that the facility, now and in the future, meets all code requirements; performs at acceptable industry standards; and is able to successfully market the end-products. The proposal must also address dust control and describe efforts to minimize noise from each aspect of the operations. This includes storage, crushing, screening, and transporting the materials. The overall evaluation process shall consider price as well as experience, financial strength, and other industry factors, such as day-to-day operations, etc.

The Operator must conform with the Mine Safety and Health Administration (MSHA) and provisions of the Federal Mine Safety and Health Act of 1977 (Mine Act). The mission of this is compliance with mandatory safety and health standards as a means to eliminate fatal accidents; to reduce the frequency and severity of nonfatal accidents; to minimize health hazards; and to promote improved safety and health conditions in the Nation's mines. MSHA carries out the mandates of the Mine Act at all mining and mineral processing operations in the United States, regardless of size, number of employees, commodity mined, or method of extraction. Surface nonmetal mines that are designated as shell dredging, sand, gravel, surface stone, surface clay, colloidal phosphate, and surface limestone mines are required to have a Part 46 training plan. Other types also include surface operations that produce marble, granite, sandstone, slate, shale, trap rock, kaolin, cement, feldspar, and lime, even though these types are not specifically included in the title of the Part 46 regulations.

REQUIRED STANDARDS FOR QUALIFICATION

This section of the RFP establishes certain minimum standards of experience and financial capability that the Town requires for an Operator to be considered qualified. Proposals that do not meet the prescribed standards will be considered by the Town as non-responsive. The Town, at its sole discretion, shall determine if an Operator meets the standards.

The following questions must be acknowledged honestly and completely:

1. Bidder must have been in business for a minimum of five (5) years. Provide business history; include any changes in status as the result of a merger, acquisition, spin-off, reorganization or other change in business organizational status.
2. Primary bidder must demonstrate capability to successfully provide varied construction waste and related services:
 - Describe experience operating an aggregate material operation in Connecticut or elsewhere. Describe the term of the contract and the amount of, and type of, materials handled. Provide the name and contact person(s) associated with such contracts.
 - Describe experience with dust and noise control. Provide documentation on expertise in design and operation from existing operating facilities.
 - Describe experience with the receipt and handling of a variety of materials and include with proposal.
 - Describe ability to market these types of material.
 - Describe experience with hauling material to remote sites for processing, sale or disposal. Include a list of equipment required and available for hauling. Identify any subcontractor(s) that you intend to use (the Town reserves the right to approve all subcontractors.)
 - Provide a complete distribution plan for material generated from this operation.
 - Describe ability to provide on-going technical services and process support during operation.
 - Provide documentation of your ability to comply with pertinent state laws, regulations, compliance with Town permits, and other requirements.
3. Discuss the availability of equipment required to operate the facility, including size and numbers of payloaders, trucks, screeners, crushers, and all other equipment necessary to perform the functions.
 - Discuss access to spare equipment in order to minimize downtime.
 - Discuss the inventory of spare parts and the availability of an on-site service truck.
 - Discuss your equipment predictive and preventive maintenance programs.
 - Discuss your financial ability to replace failed equipment, including the Town's, if necessary.
4. Operator must furnish evidence of public liability and property damage insurance of not less than \$2,000,000 combined single limits for bodily and/or property damage, and which names the Town as co-insured. Certification of insurance must be from an acceptable insurance company indicating such coverage, and must be provided by the Operator selected prior to contract execution and commencement of operation.
5. Operator must provide a performance bond equal to the amount of **\$50,000** for the duration of the contract.
6. Miscellaneous Requirements:
 - Bidder must identify any subcontractor(s) that will be employed to perform work on the project. The Town retains the right to approve any and all proposed subcontractors. All subcontractors are required to provide insurance and other documentation as required of the primary Operator. This provision applies throughout the term of the contract.
 - State whether any elected official, officer, employee, appointed official or person who is payable in whole or in part by the Town has any direct or indirect personal interest in any subcontractor. If so, describe the circumstances.

EQUIPMENT OWNED BY THE TOWN

All land, building, improvements and permanent equipment that are presently in place, and/or new facilities added by the Town or Operator shall remain or become the property of the Town. All existing or new Town facilities shall be made available to the Operator for its use in providing the services under the contract. Should the Operator fund the implementation of any facility improvement at the request and approval of the Town, such facilities shall become the Town's property after the completion of a repayment schedule, approved by the Town.

The Operator shall maintain all land and improvements, including subsurface drainage that is within the scope of the agreement, whether owned by the Town or the Operator. Equipment and vehicle maintenance shall be performed by the Operator in accordance with manufacturer's recommendations or good industry practices, and the Operator will be required to provide proof thereof to the satisfaction of the Town. The Operator shall submit a maintenance schedule for approval by the Town.

Should the Operator purchase any rolling stock and transportable equipment not currently in use, the Operator shall be responsible for payment thereof.

QUALIFICATIONS / OPERATING PROPOSAL

The qualifications and price proposal submitted should contain the following chapters for each of the base or alternate Proposals:

- Executive Summary (maximum three (3) pages, single-sided).
- Proposer Information / Required Standards: Response to questions / information required by the Town.
- Qualifications / Related Experience: Brief summary of experience in operating projects of similar type and size (maximum 10 pages, single-sided).
- Operating Plan (maximum 15 pages, single-sided): The proposed operating plan should summarize
 - a list of specific individuals assigned to the management team and the technical support envisioned during the transition, and throughout the operation of the contract;
 - include resumes of assigned individuals;
 - a detailed staffing plan indicating the type of position and the number of employees the Operator believes will be necessary to provide the services requested;
 - the transition process and schedule;
 - The operating plan for the facility and other responsibilities for providing maintenance and management services.
- Description of on-site processing of materials.
- The sale of bulk aggregates, fill, topsoil, and other materials.

Business Considerations

The proposed business plan should discuss:

- The marketing plan for the compost end-product;
- A description of any suggested improvements in the operations and maintenance of the facility;
- A detailed list of rolling stock, which is to include (at a minimum) the year, make and model; size or capacity; standard operating hours;
- The availability of back-up equipment.
- Note: The Town will evaluate the equipment for its ability to process the yard waste quantities in a timely manner in order to meet permit requirements and to minimize odor and dust – both on-site and off-site.
- The Bidder shall identify any and all terms and conditions associated with the services included in the Statement of Qualifications. The Town and the selected bidder will clarify the scope of work and begin negotiation of the final contract.

**PROPOSAL PAGE 1 OF 2-
SUBMIT SEPARATELY IN SEALED ENVELOPE**

PROPOSAL TO: Town of Fairfield
725 Old Post Road,
Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

1. RFP Document #2013-73,
 2. Posted addenda numbered _____ thru _____ posted at <http://fairfieldct.org/purchasing.htm>
- and have included their provisions in my proposal. I shall supply all labor, materials, tools, equipment, technical service, insurance, taxes, permits, and all else necessary, for the operation of the construction material processing facility, One Rod Highway, Fairfield, Connecticut.

Price / Revenue: A separate sealed price/revenue proposal shall be delivered with the operating proposal.

The price / revenue proposal is suggested to contain at least the following topics:

- The services to be provided and products to be sold.
- Details of annual fee payment to the Town.
- Details of charges for various materials to the Town.

NOTE: Estimated unit price quantities are for evaluation purposes. The Town will pay the operator per unit prices based on actual measured quantities.

List of Payments: Payments to the Town or by the Town will be reconciled and made quarterly according to the tonnage / volume records for truck deliveries.

Annual Price Schedule:

I. Base price paid by the Contractor (Operator) to the Town for the operation of the facility:

Fixed price per term:

\$ _____ /term (15th March – 14th June)

\$ _____ /term (15th June – 14th September)

\$ _____ /term (15th September – 15th December)

\$ _____ /lump sum (15th March through 15th December)

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name of Authorized Representative

Signature

Date

**PROPOSAL PAGE 2 OF 2-
SUBMIT SEPARATELY IN SEALED ENVELOPE**

II. Prices of material paid to the Contractor:

Estimated quantities shall be used as a basis for evaluation. Paid amounts will be for actual quantities.

a. Blended charge to the Town for supplying stone/gravel/aggregate:

Unit Price	Estimated Qty	Total
\$ _____/ton	8,000 tons	\$ _____/lump sum

b. Charge to the Town for supplying topsoil:

Unit Price	Estimated Qty	Total
\$ _____/cu. yd.	2,000 cubic yards	\$ _____/lump sum

c. Charge to the Town for supplying general fill:

Unit Price	Estimated Qty	Total
\$ _____/cu. yd.	2,000 cubic yards	\$ _____/lump sum

d. Charge to the Town for supplying processed asphalt millings:

Unit Price	Estimated Qty	Total
\$ _____/ton	6,000 ton	\$ _____/lump sum

Total material charge to Town per year (a + b + c + d): **Grand Total: \$ _____/lump sum**

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name of Authorized Representative

Signature

Date

CHECKLIST

The following must be submitted with proposal:

- ☐ Cover page, completed and signed by authorized representative.
- ☐ Addenda acknowledged per Item 2 on Bid Proposal Form, or
- ☐ Signed and submitted with modified pricing if additional items have been requested.
- ☐ Bid Bond or equal approved security for five percent of the total estimated bid (\$50,000).
- ☐ Response to all items as required and forms as set out in this document.
- ☐ List of references, qualifications, experience, and other credentials as requested.
- ☐ List of all sub-contractors (identify each trade, hourly rates and Tax ID numbers) and partners.
- ☐ Fee Proposal – submitted with qualifications, separately sealed in an envelope clearly identified as “fee proposal.”

TERMS & CONDITIONS

Proposal Guarantee

No proposal may be withdrawn without prior written consent of the Town during the period between opening of the Proposals and the signing of the Contract.

Bid Bond

The Bid Bond shall be based on the capped amount of **\$50,000.00** and furnished as bid security, which must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

NOTE – Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by a Bid Bond or equal approved security will be excluded from consideration.

Payment and Performance Bonds

The Successful responder(s) will be required to furnish a Performance Bond and a Payment Bond to cover the execution of their contract. The bonds shall be issued at the expense of the Bidder and shall be maintained at the Bidder's expense during the life of the contract.

The Performance Bond shall be equal to the amount of **\$50,000.00** and shall guarantee the faithful performance of the contract. The Payment Bond shall be in the amount of one hundred percent of the contract and shall secure the payment of all claims for labor and materials used or consumed in the performance of the contract.

Time of Completion

Installation, conversion of data, training and other required tasks to finalize full implementation must be completed as indicated in the RFP document.

Proposal Deadline

Proposals not sealed and/or received later than the due time and date will not be considered, no exceptions.

Bid Proposals

Bid proposals are to be submitted in a **sealed envelope** and clearly marked "**RFP #2013-73**" on the **outside** of the envelope or package, including all outer packaging, such as, DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

Right to Accept / Reject

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

Questions

Questions concerning conditions and specifications should be directed **in writing** to:

Phillip Ryan, Buyer: PRyan@town.fairfield.ct.us | Fax (203) 256-3080

Inquires must reference date of RFP opening, requisition or contract number, including the responding firm's name and address, and must be received **no later than the time and date as stated in the bid document**. Failure to comply with these conditions will result in the candidate waiving the right to dispute the RFP specifications and conditions.

Prices

Prices quoted must be held firm for acceptance by the Town of Fairfield for a period of (180) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. Destination

Prices quoted shall be net-delivered to Destination. Bids quoting other than F.O.B. destination may be rejected.

TERMS & CONDITIONS

Permits

If deemed necessary, the Contractor will be responsible for securing all necessary permits, State and local, and as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

Payment Procedures

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

Payment Period

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified.

The Contractor

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment or materials required, or difficulties encountered, which could have been foreseen had such an examination been carefully made, will not be recognized.

Assignment of Contract

No contract may be assigned or transferred without the prior written consent of the Purchasing Authority.

Award of Bids

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation (i.e. Selection Criteria, Selection Process). If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

Guarantee

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

Catalogue Reference

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

Life Cycle Costing

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

TERMS & CONDITIONS

Insurance Coverage

The successful bidder will be required to furnish a Certificate of Insurance naming the Town of Fairfield, its employees, officers and agents, as the additional insured, and be provided by companies licensed in the State of Connecticut.

Indemnification

In addition to providing insurance, the successful bidder shall indemnify and hold the Town, its employees, officers and agents harmless from all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of or in any way arising out of work required by this Bid and any resulting contract or purchase order issued pursuant to it.

Federal, State and Local Laws

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein.

Conflict of Interest

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer/ employee/ member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

Scope of Work / Site Inspections

The Bidder declares that the scope of the work and/or specifications has been thoroughly reviewed and any questions resolved. (See above for name and number of individual to contact for questions). If applicable, the Bidder further declares that the site has been inspected as called for in the specification (q.v.).

Exception to Specifications

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority, prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

Unless Otherwise Noted

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

Tax Exempt

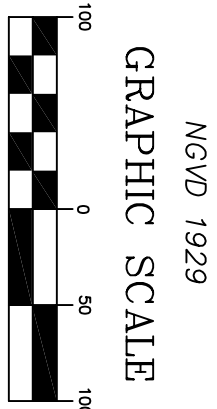
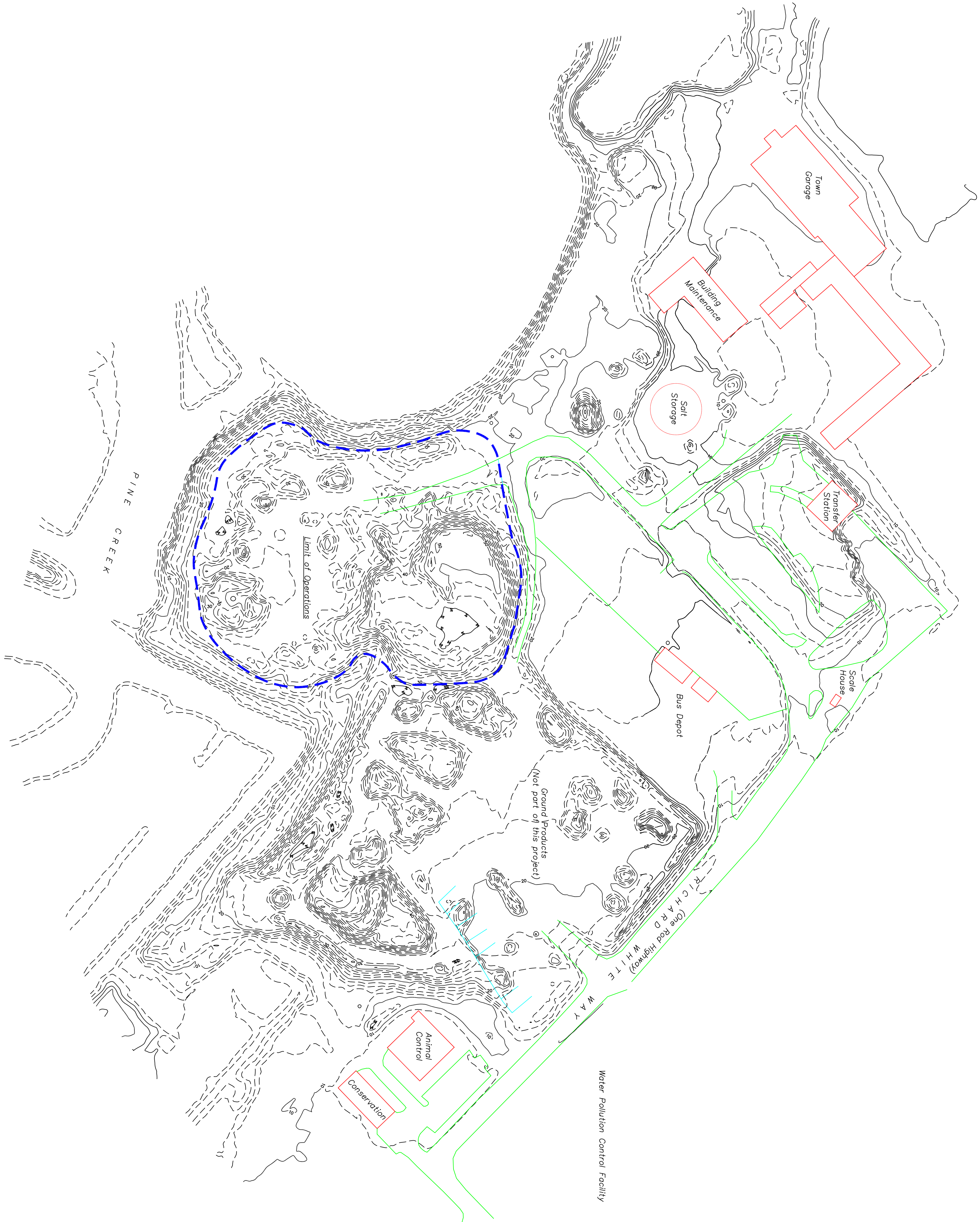
Federal Tax Exemption 06-75-0063-K

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

Non-Resident Contractors

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.



Town of Fairfield
Dept. of Public Works



Construction Material Processing Facility
Richard White Way
Fairfield, CT

DRAWN BY: jws
DATE: March 20, 2013
SCALE: 1"=100'

CHK'D BY: M.A.
FILE NO.: 3340
MAP NO.: