

BID#

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

Date Submitted _____
Delivery _____ days after receipt or order.
Terms: Cash discount _____ % _____ days.

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.

Bidder:

First Selectman

Doing Business as (trade name)

Director of Purchasing

Address

Date

Town State / Zip

Signature and Title

Telephone number

Fax number

Email address

Sealed 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:

11:00 a.m. on 23 April 2013

To provide labor, materials, equipment and all else necessary for operation of the Town’s Construction Material Processing Facility as detailed in 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 the 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 sealed envelopes as directed and clearly marked “**BID #** _____” on 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.

OVERVIEW

The Town of Fairfield (“Town”) Department of Public Works has operated a construction material processing facility (“facility”) as a public/ private partnership for several years; the facility is located within the operations complex at One Rod Highway. The Town is requesting qualifications and proposals (RFP) from qualified Bidders / Operators, (“Operators”) to continue working with the Town and to improve upon this model. Town personnel have informally labeled this operation as “dirt dummies” in the past. The operator is free to market this product under their own company or trade name, but should not represent this as a Town of Fairfield endorsed product. Operators must state the annual fee payable to the Town for the proposal

From the Town perspective, our goals of this Bid are the following:

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’. The goal is to reduce the maximum elevation of the entire site to 30’ 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 1 April, 1 July, 1 October and 31 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’ elevation requirement on the site. Based on the current surface elevations shots recently obtained, we estimate that the amount of material currently over the 30’ 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 years, in addition to accounting for the new material that is brought in during this time.
2. The Operator shall maintain this site to provide the Town a location in which to dump material March 15 to December 15 of each year. The Town material is generated as a result of our construction projects and assorted activities. During the off season from December 16 – March 14 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 contractors acting on behalf of the Town to dump any material at the site
3. The Operator shall provide the Town with a supply of construction aggregate, topsoil, and other assorted material which we need for our various construction projects. The Operator shall provide unit prices for these materials chargeable to the Town as part of this bid, for the entire three year period. These will be paid for by weight, excepting topsoil and general fill which will be paid according to volume. There will be no escalation in any of the dollars quoted during the three years of this agreement, and the Operator shall account for this in their submitted prices.

One of the major problems with the previous arrangements was that the material brought into the site was a greater quantity than the material that was sent out. Thus, 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. Thus, the operator must be proficient at sorting and processing both the existing material on site and the new material that 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 & 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 our operations, the contractor shall man the site during our normal working hours of Mon – Fri from 7:00AM to 3:30PM. This shall be in effect from approximately March 15 - December 15 each year, with the exact dates based on a full work week. Work shall not normally 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 C.Y 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 that if find 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 will comply with all federal state and other local regulation.
3. No yard waste, woody debris, stumps, solid waste, bulky waste, or general building construction debris shall enter or be processed on this site.
4. The Operator shall process of 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 this bid.
5. The Operator may sell bulk aggregate and soil products to others. The contractor may reap the entire profits from these 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 this site. The Town will provide for weight the material that we purchase, by either a portable scale or utilizing the nearby transfer station scale. This will not be available for the Operator's other private operation and they should plan accordingly.
7. The Town generates a substantial amount of milled asphalt from our road work. This 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 our generated material into this material facility. We are also free to purchase aggregates and other materials from other vendors and sources that are not part of this agreement.

9. The Operator will not sell topsoil products to others from this location. It is expected that the Town will require all of the topsoil products that are necessary. The sale of topsoil is also in conflict with a separate organic recycling facility which is 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 our sub-contractors). As an example of the type of material that will be needed (but not limited to) are items such as ¾" stone, 3" minus process gravel, topsoil, intermediate rip-rap, and generic fill. The Town shall provide the contractor with a reasonable advanced notice of the need for certain material. The Town is not seeking a revenue share from the Operator for the material that he is able to sell. We are seeking a base operations fee for utilization this facility and our materials.

At the minimum, the proposals must include any and all expenditures required to insure 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 proposals 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 Town's Bid evaluation process will consider price as well as experience, financial strength, and other factors.

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.

A mandatory pre-bid meeting and walk-through of the facility will be held at **11:00 a.m. on 11 April 2013** in the first floor conference room of 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.

The contract calls for an initial three (3) year term. A refundable surety deposit is required to accompany all bids / 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. Revised payment fees and unit prices may also be adjusted for escalation at that time, once again upon mutual agreement.

I. GENERAL BACKGROUND

It is understood that the statement of qualifications, price & service proposals, and the guarantees and experience demonstrated therein shall be the general basis for selection of an Operator to provide the required services. The Town expects to select the highest scoring candidate based on a structured point scoring evaluation of 1) the statement of qualifications and 2) the price and service proposal. In evaluating the statement of qualifications, the selection panel shall consider the Bidder's understanding of needs, and the experience and qualifications of its management team. Once the Town has selected the highest scoring Bidder, the Town will immediately begin negotiations for a contract. Should the negotiations fail to result in an executed contract by 1 May 2013, the Town may elect to terminate negotiations with the first-ranked Bidder and begin negotiations with the second-ranked Bidder, or cancel the process and make no award.

All Bidders must attend the pre-bid meeting and mandatory walk-through, and additionally may request access to data and documents for inspection and/or copying. Requests for information and/or requests for copies must be submitted in writing and received no later than 11:00 a.m. on . Copies will be provided at a cost of \$.50 per page and will be available within four days following receipt of payment. Any delays in requesting copies will not be considered as valid for requesting any time extensions. Direct requests to:

Town of Fairfield
Attn: Twig Holland, C.P.M.
725 Old Post Road
Fairfield, CT 06824
Fax 203-256-3080
tholland@town.fairfield.ct.us

Response will be in the form of an addendum that will be posted approximately to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any personal contact between a Bidder and any other Town official and/or department manager and/or current operator of the Facility 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.

III. REQUIRED INFORMATION

Bidders must respond to each of the following requests/questions 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 Operator who would ultimately enter into a contract 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 Bidder'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. If so, describe the circumstances.

5. State whether the Bidder 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 has ever been terminated, fired, 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, 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

IV. 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 to be non-responsive. The Town, at its sole discretion, will decide if an Operator meets the standards. Each Bidder must answer the following questions honestly and completely:

1. Bidder must have been in business for a minimum of five (5) years. Provide the business history; include any changes in the Bidder's status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status.
2. Primary Bidder must demonstrate its 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 persons associated with such contracts
 - Describe Bidder's 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 in this Bid.
 - 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. Name any subcontractors you intend to use (the Town reserves the right to approve any subcontractors.)
 - Provide a complete distribution plan for material generated from this operation. cubic yards/year.
 - 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, or 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 of \$50,000 for the duration of the contract.
6. Miscellaneous Requirements:
 - Bidder must identify any subcontractors it intends to use to perform work on this project, if any. The Town retains the right to approve any and all proposed subcontractors. Any / all subcontractors are required to provide insurance and other documentation as that 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.

V. 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 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.

VI. QUALIFICATIONS / OPERATING PROPOSAL

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

- Executive Summary: To be maximum three (3) pages, single-sided.
- Proposer Information/Required Standards: The Bidder's response to questions / information required by the Town.
- Qualifications / Related Experience: This is a brief discussion of the Bidder's 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 discuss

- 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 the resumes of those individuals;
 - a detailed staffing plan, indicating the type of position and the number of employees the Operator believes it 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. After selection of the highest scoring Bidder, the Town and the Bidder will clarify the scope of work and begin negotiation of the final contract.

VII. PRICE PROPOSAL

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; the estimated quantities in the bid tabulations sheets are for the purposed of the evaluation of the bid. 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 to the Town

Fixed price per three month period	Periods	Total
\$ _____	<u>3</u>	\$ _____

II. Prices of material paid to the contractor:

(This shall be used as a basis for evaluation of the “cost to town”; the actual amounts paid will be for actual quantities)

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

Unit Price	Estimated Quantity	Total
\$_____/Ton	8,000 Tons	\$_____

- b. Charge to the Town for supplying topsoil:

Unit Price	Estimated Quantity	Total
\$_____/C.Y	2,000 C.Y.	\$_____

- c. Charge to the Town for supplying general fill:

Unit Price	Estimated Quantity	Total
\$____C.Y	2,000 C.Y.	\$_____

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

Unit Price	Estimated Quantity	Total
\$_____/Ton	6,000 Tons	\$_____

II. Total material charge to Town per year (a + b + c + d) **Total** \$_____

VIII. SCHEDULE OF EVENTS

Bidders must submit one original and five (5) copies of the Statement of Qualifications and Price Proposals no later than **11:00 a.m. on _____ 2013**, addressed to:

Town of Fairfield
 Twig Holland, C.P.M., Director of Purchasing
 725 Old Post Road
 Fairfield, CT 06824.

Qualifications and price proposals must be in separate sealed packages, although both can be in the same shipping carton. The outside of the envelopes must be clearly marked **“Bid # Statement of Qualifications”** and **“Bid # Price Proposal.”**

If required, separate interviews with one or more Bidders may be held beginning at 10:00 a.m. on _____. Within thirty (30) days the Town of Fairfield expects to complete contract discussions.

In summary, the schedule is as follows:

- | | | |
|--|---------------|------|
| • Pre-bid meeting and walk-through | 11:30 a.m. on | 2013 |
| • Last date for requests for information /
examination of documents | 11:00 a.m. on | 2013 |
| • Addendum posted to website (approximately) | 4:00 p.m. on | 2013 |
| • Bids due | 11:00 a.m. on | 2013 |
| • Candidate interviews begin | 10:00 a.m. on | 2013 |
| • Contract negotiations concluded | | 2013 |
| • Begin operations | | 2013 |

IX. EVALUATION OF SUBMITTALS

The evaluation of qualifications and price proposals will be conducted by an evaluation panel (“panel”) created for this purpose. The panel will consist of Town officials and employees, representatives from public works and finance departments. The panel will make its decision based on information gathered during the proposal process and/or evaluation criteria outlined in this section.

- Panel members will individually evaluate each Statement of Qualifications on a points system. (Tables I and II below).
- The Panel will meet to discuss the Statements of Qualifications and compare scores. Consensus will be reached with the panel agreeing to scores representative of the overall evaluations.
- Bidders may be further evaluated based on an oral interview with the panel. The purpose of this interview is to clarify qualifications and allow the panel to verify its evaluation. Additional services or significant changes to the submittals will not be considered.
- Bidders will be notified of the scoring after recommendation for selection has been made to the Board of Selectmen.

The evaluation matrices (Appendices A and B) will be used to address the following criteria:

- All Statements of Qualifications and Price Proposals submitted in accordance with the requirements of this request will be reviewed for completeness and responsiveness.
- Selection of an Operator to perform these professional services will be based upon qualifications, experience, historical performance record, financial strength, understanding of needs, suggestions for improvements, suggested innovations and the Operator’s proven technical capabilities. In addition to the data and documentation submitted, the Town reserves the right to make an on-site inspection and evaluation of any facility at which contract operations services are currently being performed by the Operator. If the Town chooses to exercise this right, the Operator shall provide a representative, with or without notice, to accompany the Town or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs for transportation and subsistence to inspect any facilities incurred by Town personnel shall be borne by the Town.

X. CONTRACT NEGOTIATIONS

The Town regards the submission of the Statement of Qualifications and price proposals as the most important factor in selection of an Operator to provide the services needed. The Town reserves the right to reject any and all proposals, and is under no obligation to award a 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 the Request for Qualifications and price proposals, for costs associated with the Bidder's participation in any interview(s), or for any costs associated with negotiations.

PROPOSAL

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

- 1. BID Document #
- 2. Posted addenda numbered _____ thru _____, posted at **www.fairfieldct.org/purchasing.htm** and have included their provisions in my proposal. I shall supply all labor, equipment, tools and related materials required for the operation of the Town of Fairfield Yard Waste Facility as required by the bid documents.

Printed Name of Authorized Representative

Title

Signature

Date

Provide reference details regarding previous or existing contracts:

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

SUBCONTRACTORS

SUBCONTRACTOR #1: _____

DETAILS: _____

SUBCONTRACTOR #2: _____

DETAILS: _____

SUBCONTRACTOR #3: _____

DETAILS: _____

SUBCONTRACTOR #4: _____

DETAILS: _____

Note: All subcontractors are subject to approval by the Town of Fairfield.

**TOWN OF FAIRFIELD
INSTRUCTIONS FOR PROPOSERS
TERMS AND CONDITIONS OF PROPOSOR**

PROPOSALS

Proposals are to be submitted in a sealed envelope and clearly marked as required in the bid documents. All prices and notations must be printed in ink or typewritten. No erasures permitted. Proposals are to be in the office of the Purchasing Authority, First Floor, John J. Sullivan/ Independence Hall, 724 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 PROPOSALS, 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 must be in writing and directed to:

Twig Holland, C.P.M., Director of Purchasing

tholland@town.fairfield.ct.us

Fax 203-256-3080

Inquiries must reference date of bid opening and requisition or contract number. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of One Hundred and Twenty (120) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

DEPOSIT

The deposit surety shall be a cashier's check. Corporate checks from publicly traded corporations are also acceptable.

PERMITS

The Operator will be responsible for securing all necessary permits, State and local, as required by the Town of Fairfield. The Town will waive its fee 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.

THE CONTRACTOR

The Contractor for the work described shall thoroughly familiarize itself with the requirements of all specifications, and the actual physical conditions of various job sites. 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 consent of the Purchasing Authority.

AWARD OF PROPOSAL

Contracts and purchases will be made or entered into with the lowest responsible Proposer meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of

Fairfield reserves the right to determine the most qualified Proposer on an individual basis or on the basis of all items included in the Invitation for Proposers unless otherwise expressed by the Town.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful Proposer, within seven (7) business days after notification of award, will be required to furnish performance Bond provided by a company authorized to issue such bonds in the State of Connecticut equal to \$100,000. See section VI A.4., page 6, for additional bond requirements.

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

Any and all reference to commercial types sales, trade names and catalogues are intended to be descriptive only and not restrictive. The intention is to indicate only to the Proposer the kind and quality of the articles that will be satisfactory. Proposal on other equivalent makes, or with reference to other catalogue items will be considered. Proposer is to clearly state in its bid exactly what he intends to furnish. Where possible and feasible, submit an illustration and/or descriptive matter.

OSHA

The Proposer will certify all equipment must comply with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Proposer will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful Proposer 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 over the operations and maintenance of the product, transportation, and salvage value.

PREFERENCE FOR RECYCLABLES

Every bidder who certifies that the goods, supplies, equipment, materials or printing, which the bidder is offering, contains a minimum of ten (10%) percent of recycled post consumer material shall be given a five (5%) percent preference against any bidder that has not so certified.

INSURANCE COVERAGE

The successful Proposer will be required to furnish a Certificate of Insurance, naming the Town of Fairfield as the additional insured. The Certificates of Insurance will be provided by companies licensed in the State of Connecticut and will be in amounts reasonably satisfactory to the Town of Fairfield. See RFP content for insurance requirements.

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.

SCOPE OF WORK/SITE INSPECTIONS

The Bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see below 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 specifications (q.v.).

EXCEPTIONS TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of this bid invitation will be considered, unless the protest is filed in writing with the Purchasing Authority, prior to the closing date for the bids. All 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 Proposal.

TAX EXEMPT

Federal Tax Exemption 06-75-0063-K. The Town of Fairfield is 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 furnished.

USE OF WATER ON-SITE

Any and all water used for the duration of the project that is obtained from the public water purveyor in the Town, Aquarion Water Company of Connecticut (“Aquarion”), shall be metered and purchased by the contractor from Aquarion, and only with the approval of Aquarion prior to any water being taken. To the extent that the Operator uses any fire hydrants within the Town to obtain water, the Operator will employ an approved hydrant rig rented directly from Aquarion at Aquarion’s prevailing rental rates at the time. All permitting, rental fees, and inherent costs associated with the purchase of this water will be the responsibility of the Operator. Aquarion is a third party beneficiary of this provision and may enforce this provision directly against the Operator, including without limitation money damages and injunctive or other equitable remedies to stop any taking of water in violation of this provision.

BID SUBMITTALS / PRESENTATION REQUIREMENTS

The Town of Fairfield is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bids that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band, and may not be submitted in plastic binders or covers, nor may the bid contain any plastic inserts or pages.

Appendix A:

**TABLE I
EVALUATION MATRIX
STATEMENT OF QUALIFICATIONS**

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
1. Company <ul style="list-style-type: none"> • General company capabilities • Financial capability • Time in business • Commitment to operations and maintenance business • Management experience and depth • Operations and specialist support services 	5	_____
2. Company experience <ul style="list-style-type: none"> • Number and size of projects • Number of employees directly involved in projects • Years of operating experience • Dollar value of contracts • Track record: contract renewal, references, etc. • Awards, safety record, compliance infractions, etc. 	10	_____
3. Operating plan <ul style="list-style-type: none"> • Technical understanding • Transition plan • Operating, maintenance and management approach • Creativity: <ul style="list-style-type: none"> • Innovation • Operating/maintenance changes • Clarity of presentation of service to be provided • Equipment list 	15	_____
4. Personnel assigned to this project <ul style="list-style-type: none"> • Home office management role and involvement throughout contract period • Staffing plan • Organization chart, reporting, etc. • Staff qualifications and experience • Management 	5	_____
TOTAL	35	_____

Appendix B

**TABLE II
EVALUATION MATRIX
PRICE PROPOSAL**

	<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
5.	Cost to Town <ul style="list-style-type: none">• Overall price to Town for material• Fee paid to Town for use of facility• Completeness of services provided• Any exceptions	50	_____
	TOTAL	100	_____

Appendix C

- The Site Plan which is part of this bid package is for information and guidance purposes.