BETHANY BOARD OF EDUCATION
REQUEST FOR PROPOSAL
GENERAL CONDITIONS & BID SPECIFICATIONS
INSTRUCTIONS TO BIDDER

BOOSTER PUMP REBUILD BID #BPR-2016

The following instructions and specifications shall be observed by all bidders:

PROPOSAL COMPLIANCE Bids shall be submitted in writing no later than Friday, June 17, 2016. Bids may be hand delivered or mailed to Bethany Board of Education Office, 40 Peck Road, Bethany, CT 06524. Incomplete forms may be cause for disqualification of the bid. Bids must be signed by the authorized representative/officer/agent of the bidder. The Board of Education or its designee shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.

BID RETURN ENVELOPE All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, address, and the words "BOOSTER PUMP REBUILD." Please clearly mark your envelope with the bid title and opening date to prevent opening of a sealed bid prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Board in its normal course of business will be rejected. The Board will not be held responsible for those bids lost in the mail.

BID PROPOSAL/PRICE Each bid must be submitted in writing and bid prices must be in ink, word processed, or typewritten in both words and figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with contract documents or these specifications and instructions. All prices must be NET, F.O.B. to the Bethany Board of Education, 40 Peck Road, Bethany, Connecticut, unless otherwise indicated. In the event that there is a discrepancy between the price written in words and the numerals, the price written in words shall govern. Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after such bid has been opened. The Bethany Board of Education is exempt from the Connecticut sales tax, Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

WITHDRAWAL OF BIDS Bids may be withdrawn in writing received by the Board of Education prior to the time fixed for opening. Once bids are opened the bids shall be valid and may not be withdrawn for ninety (90) days after the bid opening.

RIGHT OF REJECTION The Board of Education or its designee may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its opinion, it is in the best interest of the Town to do so, for whatever reason.

METHOD OF AWARD – FACTORS In awarding the contract, the following factors shall be taken into consideration:

A. bidders qualifications and experience with projects of the same type, size and complexity as the project;

B. bid price for the project; and

C. the information provided by the bidder as part of its submission evidencing the bidders ability to perform the work in a quality and timely manner for the bid price.

The contract for the project will be awarded to the bidder that is determined by the Board of Education to be qualified to perform the work and submitting the lowest bid which meets all of the specifications and requirements of this Request for Proposals and which bid is acceptable to the Board of Education.

FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS Each bidder is required to be familiar and comply with the terms and conditions of the specifications and all other contract documents and with all federal, state, and local laws, ordinances or regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the contract. The submission of a bid

shall be construed as an assurance that the bidder has examined all the conditions of the bid documents and specifications, and the failure of the bidder to familiarize himself with conditions related to the specifications shall in no way relieve any bidder from any obligation in respect to this bid.

QUALIFICATIONS OF BIDDER The Board may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Board all such information for this purpose as the Board may request. The Board reserves the right to reject any bid if the evidence submitted by or discovered by investigation of a bidder fails to satisfy the Board that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

ERRORS, INTERPRETATIONS, AND ADDENDA Should the bidder find any omissions, discrepancies or errors in the specifications or other contract documents or should the bidder be in doubt as to the meaning of the specifications or other contract documents, the bidder should immediately notify the Superintendent of Schools, who may correct, amend or clarify such documents by a written interpretation of addendum. No oral interpretation shall be made to any bidder and no oral statement of the Board or any agent or representative of the Board shall be effective to modify any of the provisions of the contract documents. The Bethany Board of Education shall have the right to request clarifications of bid submitted and hold public hearings for the consideration of the merits of any or all bidders.

SUBSTITUTION FOR NAMED BRANDS OR SUBCONTRACTING Should brand name items appear in these specifications, before bidding on any item considered equal to or better than a named item, the bidder shall get written approval from the Superintendent of Schools for the substitution. The bidder shall not subcontract the work under this project without the written approval of the Superintendent of Schools.

EQUAL OPPORTUNITY-AFFIRMATIVE ACTION Each bidder with ten (10) or more employees shall complete the Certificate of Bidder which is included as part of these specifications. Bidders with less than ten (10) employees should include as part of the Certification and return it with their bid. A signature on the form certifies that the bidder does not discriminate on the basis of race, color, sex, national origin, age or disability.

CONTRACT TERMS The contract for the project shall include, without limitation, the following terms and conditions:

A. **GUARANTEE** All vehicles, equipment and materials including all parts and assemblies, if applicable, shall be guaranteed by the contractor against defects in material and workmanship and shall be in accordance with specifications and adequate for its intended use. Where it is required for the contractor to repair, replace or to modify, alter, add or remove hardware, parts, components or related accessories for the purpose of insuring proper appearance, performance or operation, the same shall be done as required by the contractor until such time as acceptable performance, operation or appearance has been established. Problems that may occur shall be corrected consistent with this guarantee. The contractor shall attend to and remedy such items in a reasonable and timely manner. Appropriate logs, schedules, and reports shall be maintained by the contractor to document these items and the action taken. Warranty information, catalogues of parts, and/or instructions of use not provided at the time of contracting shall be provided no later than the substantial completion of the work. All warranties shall be assignable by the Bethany Board of Education or agent thereof. These warranties shall be in addition to any remedies provided by applicable law. The contractor warrants that all goods, labor, materials and services furnished hereunder shall be constructed and performed in a good and workmanlike manner and in compliance with the Williams-Steiger Occupational Safety and Health Act of 1970, as amended from time to

time, and the rules, regulations and standards issued thereunder by any applicable governmental authority which as of the date of performance will apply to the goods and services furnished hereunder.

B. **HAZARDOUS WASTE** In the event that the work of the project involve the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the contract documents, the contractor's insurance policy must provide Environmental Impairment Liability. The contractor warrants that it understands the currently known and suspected hazards to persons, property and the environment by the transport, treatment, and disposal of hazardous waste. The contractor warrants that it will perform all services hereunder in a safe, efficient and lawful manner using industry accepted practices and in full compliance with all applicable Connecticut and federal laws and regulations.

C. **INDEMNIFICATION** The contractor shall at all times indemnify, defend and hold harmless the Bethany Board of Education and the Town of Bethany and their respective officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Bethany Board of Education or the Town of Bethany or (b) the contractor, its subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the contractor, subcontractor or material men or by reasons of its or their use of faulty, defective or unsuitable materials, tools, or equipment of defective design in constructing or performing under the work of the project. The existence of insurance shall in no way limit the scope of this indemnification. The contractor shall reimburse the Bethany Board of Education for damage to property of the Bethany Board of Education caused by the contractor, or its employees, agents, subcontractors or material men or by the faulty, defective or unsuitable material or equipment used by any of them. Contractor shall indemnify, defend and hold the Bethany Board of Education and the Town of Bethany harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees. Contractor shall assume and pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this contract. If, for any reason an employee of the contractor is deemed unacceptable by the Bethany Board of Education or any of its agents, the contractor shall immediately replace said personnel with a substitute acceptable to the Bethany Board of Education. The contractor shall provide at contractor's own expense all equipment, labor, materials, supplies and tools to perform all work required under this contract and in the contract documents.

Any and All Federal, State and Local permits and Licenses which may be required are the sole responsibility of the contractor whether they are known or not at the time of the execution of this contract. It is the responsibility of the contractor to ensure that all items and services are conforming to all Federal, State and Local building codes as well as conforming to OSHA and EPA Standards.

D. **RIGHT TO TERMINATE CONTRACT** In the event that any of the provisions of this contract are violated by the contractor or any subcontractors, the Bethany Board of Education may serve written notice upon the contractor of its intention to terminate this contract and the contract shall cease and terminate within five (5) days after delivery of such notice, unless within such five (5) day period, contractor shall cure such violation and mutually acceptable arrangements for correction are made. The Bethany Board of Education reserves the right to cancel outstanding orders under this contract after reasonable time for delivery of the work for

the project has passed. In addition, in the event of any such cancellation, the Bethany Board of Education shall have to engage a replacement contractor to complete the work, as determined by the Bethany Board of Education, if it deems it in the best interest of the Bethany Board of Education. Notwithstanding the foregoing, the Board shall not be held to a basis of the lowest prices for which the completion of the work or supplying of equipment or any part thereof might have been accomplished, but it shall charge the defaulting contractor for all sums actually paid or expenses actually incurred in effecting prompt performance hereunder. In the event the Bethany Board of Education incurs any loss, cost or expense on account of such termination or cancellation (including, without limitation, additional cost to complete the work of the project, the contractor shall be liable to the Bethany Board of Education for all such additional loss, cost, or expense).

E. **COMMENCEMENT OF WORK** Delivery of items or commencement of the work of the project shall be within thirty (30) days of purchase order issuance or on the date specified in the schedule for the project.

F. **RISK OF LOSS** Contactor shall bear the risk of loss, injury, or destruction of goods, equipment and materials for the work of the project until acceptance of the entirety of the work by the Board of Education. Such loss, injury or destruction shall not release the contractor from any obligation under the contract. Delivery shall be F.O.B.

G. **PAYMENT** Invoices shall be furnished to the Bethany Superintendent of Schools or his designee for verification and approval of the amount due the contractor. Final payment shall not be made until final acceptance by the Bethany Board of Education or its designee of all elements of the work of the project as finally complete. Payment shall be made within 30 days after approval of the invoice and acceptance of the work which is the subject of the invoice by the Board of Education. If the contractor is in default hereunder and/or the Bethany Board of Education is of the opinion that a meritorious claim exists or will exist against the contractor by the Town arising out of the negligence of the contractor, then the Board may withhold payment of any amount otherwise due and payable hereunder. Any amount so withheld may be retained by the Board for such period as it may deem advisable to protect the Board against any loss and may, after written notice to the contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Board and no person shall have any right against the Board or claim against the Board by reason of the Board's failure or refusal to withhold monies. This provision is not intended to limit or in any way prejudice any other right of the Board and no interest shall be payable by the Board on any amounts withheld under this provision. The Board may also terminate the contract for its convenience upon seven (7) days prior notice. If the Board terminates this contract for convenience, the contractor shall be paid for all work properly executed in accordance with the contract documents.

H. **APPLICABLE LAW** This agreement shall be construed in accordance with the laws of the State of Connecticut and any action of law in connection herewith shall be brought in Connecticut State Courts.

I. **REQUIRED PROVISIONS** Each and every provision and clause required by the law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though such provisions and clauses were included herein.

J. **CONTRACTOR USE OF PREMISES** Contractors or any of its employees will not be allowed into the premises when school is in session or when children are present on premises without the permission of the Bethany Board of Education or any of its principal agents. Safe passage must be provided by contractor for all who use this facility.

K. **CONFLICTING PROVISIONS** If any of the provisions hereunder conflict with the provisions of any specifications attached hereto or issued in connection herewith, the contractual provisions of these instructions shall control. Notwithstanding the foregoing, the Bethany Board of Education reserves the right to issue written clarification regarding resolution of any conflicting provisions in which event such written clarification shall control.

INSURANCE REQUIREMENTS

The bidder shall carry at its expense and provide evidence of insurance coverage to protect itself and the Bethany Board of Education from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) out of or in connection with the performance of any work performed in accordance with the specifications or any related documents, whether such work is performed by the bidder or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the State of Connecticut and approved by the Bethany Board of Education. The insurance company writing coverage must have at least an A-rating by Best & Company. All policies shall provide a thirty (30) day advance notice cancellation to the Bethany Board of Education.

A. Workers Compensation:

Coverage A: Statutory

Coverage B: Employers Liability	$100,000 per person
Bodily injury by accident	$100,000 per person
Bodily injury by disease	$500,000 aggregate

All states and voluntary compensation endorsements

B. Commercial General Liability

Limits of Liability:	$1,000,000 each occurrence
	$2,000,000 general aggregate
	$2,000,000 products/completed Operations aggregate

C. Auto Liability

Limits of Liability:	$1,000,000 each accident

D. Excess (Umbrella) Liability:

The requirement that an Umbrella Policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

Note: Special policy endorsement or additional coverages may also be required based on the special nature of the work of service being required (Professional Liability, E&O, D&O, Sexual Abuse and Molestation coverage and Bonds).

Coverage: Bethany Board of Education to be named as additional insured.

Certificates of insurance shall be presented to the Superintendent or his designee for approval before the successful bidder, its agents and/or employees commence any work whatsoever pursuant to the contract.

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PROJECT SPECIFICATIONS

Applicant will be responsible for, but not limited to:

1. To take off line a total of 2 Grundfos pumps (CRE32-3-2 VGE Kube), Model #A29Z53247 – PIO 529449 (One at a Time).
2. Separate motor from pump.
3. Tear down said pumps.
4. Rebuild pumps with new stack kits and new seals.
5. Install rebuilt pumps with existing motors with new gaskets and all necessary hardware.
6. Put back on line and test rebuilt pumps.

TIMELINE

- Bid Submission by Friday, June 17, 2016 at 2:00 p.m.
- Bid Opening on Monday, June 20, 2016 at 9:00 a.m. at Bethany Board of Education Office
- Project start date on Tuesday, July 5, 2016
- Project completion date by Friday, August 12, 2016

GENERAL CONDITIONS AND BID SPECIFICATIONS REFERENCE LISTING

Please provide a minimum of three (3) municipal references including community, contact person and telephone number.

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ATTACHMENT A

NON-COLLUSION AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so will result in the rejection of your Bid. A separate Affidavit must be submitted by each principal of a Joint Venture.

Organization: **Bethany Board of Education**

Project Description: **Booster Pump Rebuild**

I, _____, acting on behalf of _____
(Name of Party signing affidavit) (person, firm, organization)

of which I am _____, submitting a bid proposal for the above project,
(Title of person)

certify and affirm that the _____
(person, firm, organization)

has neither directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid. False Statements made herein may be the subject of criminal prosecution.

_____ _____
Name of Corporation or Firm Signature of Official

Subscribed and sworn to me before, this _____day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires _____ (SEAL)

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____,who signed said instrument on behalf of the Corporation was then _____ of said Corporation; that said instrument was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) _____
Signature of Person Certifying

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CERTIFICATION OF BIDDER

Concerning Equal Employment Opportunities and/or Affirmative Action Policy I/we, the bidder, certify that:

1. I/we complies with the equal opportunity clause as set forth in the Connecticut state law.
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we list job openings with federal and state employment services.
5. I/we are in compliance with the American with Disabilities Act.
6. I/we (check one):

   ☐ Have an affirmative action program

   ☐ Employ ten or fewer people

Bidder Company Name: _____

Officials Name: _____

Job Title: _____

Signature: _____

Date: _____

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BID FORM BOOSTER PUMP REBUILD

The undersigned proposes to furnish all labor, materials, and equipment, and to perform all work required, in accordance with this specification.

Bid Opening Date & Time: Monday, June 20, 2016 at 9:00 a.m.

Bid Opening Place: Bethany Board of Education Office, 40 Peck Road, Bethany, CT 06524

Price Numeric:

Price Written Out: (i.e. twenty dollars)

Please indicate if a prompt payment discount is offered: ☐ Yes ☐ No

If yes, please indicate amount of discount in number of days _____.

We the undersigned certify that attached to this bid form are all the required documentation including, but not limited to: references, non-collusion affidavit, W-9 form, and the Affirmative Action Program Certification. Any exceptions to this bid specification must be listed or attached on a separate sheet.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____