

**TOWN OF ENFIELD, CONNECTICUT
INVITATION TO BID**

**Computer Programming and Monitoring For Water Pollution Control Software and
Hardware**

February 1, 2012

Sealed bids for the services named above will be received at the office of the Director of Finance until 11:00 a.m., Wednesday, February 15th, 2012. Thereafter, bids will be opened in public and read aloud.

Specifications and bidding documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski Public Works Complex, 40 Moody Road, Enfield CT 06082, telephone number (860) 763-7599 or from the Town's website, www.enfield-ct.gov.

The Town of Enfield reserves the right to accept or reject any, all, or any part of bids, to waive formalities or informalities, and to award the bid deemed to be in the best interests of the Town.

Lynn Nenni, Director of Finance
EOE/AA

**TOWN OF ENFIELD, CONNECTICUT
STANDARD INSTRUCTIONS TO BIDDERS**

**Computer Programming and Monitoring For Water Pollution Control Software and
Hardware**

1. INTRODUCTION

The Town of Enfield is soliciting bids for the above named services. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instruction to Bidders shall prevail.

2. KEY EVENT DATES

Advertisement of Invitation to Bid	February 1, 2012
Public Bid Opening	11:00 a.m., Wednesday, February 15th, 2012
Bid Awarded (Not Definite)	February 17, 2012
Commencement of Work	Within ten (10) calendar days of <u>Notice To Proceed</u>

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski Public Works Complex, 40 Moody Road, Enfield CT 06082, telephone number (860) 763-7599 or from the Town's website, www.enfield-ct.gov

4. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked "**Computer Programming and Monitoring For Water Pollution Control Software and Hardware**". If forwarded by mail or courier, the sealed envelope must be addressed to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082". Bids must be at the office of the Director of Finance by the time of the Public Bid Opening date noticed in Section 2 titled Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid Form are NOT considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.

- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form.

5. COST OF BIDDING DOCUMENTS

If any part of the bidding documents, including the specifications and plans, are provided on paper 18" X 24" or larger, there is a one hundred (\$100) dollar conditional refundable deposit required for each set of documents. Each bidder may obtain no more than two (2) sets of documents. Upon returning the documents in good condition prior to ten (10) calendar days after the bid is awarded, the deposit will be fully refunded. There will be no refund for documents returned subsequent to ten (10) calendar days after the bid is awarded.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and be thoroughly familiar with all bidding and contract documents for this project, and has performed an on-site inspection of the work location. Failure or omission of the bidder to receive or examine any information shall in no way relieve any bidder from obligations with respect to their bid.

7. PRE-BID CONFERENCE

Attendance is NOT mandatory at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates. Failure to attend the conference does not relieve bidders of obligations under this bid.

8. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Enfield. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

9. TAX EXEMPTIONS

The Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Bidders shall avail themselves of these exemptions.

10. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate
- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence
- C. Contractual liability, \$1,000,000 per occurrence
- D. Professional liability Insurance, \$1,000,000 per claim/\$1,000,000 annual aggregate, when professional services are being provided
- E. Worker's Compensation, as required by Connecticut State statute
- F. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance for general liability and auto liability coverage.
- G. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Enfield.
- H. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082".

11. BID BOND

Bidders are required to furnish a bid surety at the time the first bid is opened in the amount of five thousand (\$5,000.00) dollars. The bid surety should be in one of the following three (3) forms: (a) a bank certified check, (b) a bank check, or (c) a surety company bond. The surety company must be authorized to write such surety bonds in the State of Connecticut. Checks or bonds must be drawn to the order of "Director of Finance, Town of Enfield".

12. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this bid according to its provisions, the Contractor awarded this bid must provide to the Town of Enfield, at the Contractor's expense, a performance and payment bond in the amount of five thousand (\$5,000.00) dollars. The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the "Director of Finance, Town of Enfield", and delivered to the Town prior to commencement of work. On projects less than fifty thousand (\$50,000) dollars the Contractor may substitute the performance bond (but not the payment bond), for a bank certified check or a bank cashier's check in the amount of five thousand (\$5,000.00) dollars.

13. GUARANTEE

The contractor awarded this bid shall guarantee all labor, material and workmanship for a period of one (1) year from the date of substantial completion as determined by the Town, as a condition of the performance bond. Five (5) percent of the total contract amount may be retained by the Town of Enfield for the duration of the guarantee period, or until the work is fully accepted by the Town, whichever is later.

In addition, any product warranty offered by the manufacturer or distributor in excess of one (1) year shall be given to the Town by the contractor at the time of substantial completion.

14. PERMITS

The Bidder is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals, and satisfying any and all fees. The Town will waive all Town of Enfield fees for building permits and inspections.

15. FAIR EMPLOYMENT PRACTICES

The Bidder agrees not to discriminate against any employee or applicant for employment in the performance of this bid's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other condition prescribed by State or Federal law.

16. STANDARD FORM OF CONTRACTUAL AGREEMENT

The Town will initiate as its standard form of contractual agreement whichever paragraph is checked below:

- A. () The Town of Enfield intends to execute the contract with the American Institute of Architects (AIA) document A101 titled, "Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum", 1987 edition.
- B. () The Town of Enfield intends to issue a purchase order(s) to the Contractor(s) for the full amount of the work to be performed.

17. AWARDING THE BID

The Town of Enfield reserves the right to accept or reject, any, all, or any part of bids, to waive formalities or informalities, and to award the bid deemed to be in the best interests of the Town.

It is the Town's policy to not award bids to those who owe Town of Enfield prior year(s) property taxes.

The "Bid Awarded" date in section 2. titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

18. CONTRACT PERIOD

It is anticipated that the initial Contract period shall be from date of contract award through June, 30, 2012. Subsequent one (1) year renewals, at the option of the Town of Enfield, may be available for two (2) additional years. Total contract period, including all options, shall not exceed thirty-six (36) months.

19. OCCUPATION SAFETY AND HEALTH ADMINISTRATION (OSHA)

Contractor agrees, prior to starting work, to follow the rules as outlined in 29 (CFR) Code of Federal Regulations. Specifically, to provide and receive appropriate safety programs with the Safety Officer of the Water Pollution Control Division.

NOTE: The Town reserves the right to cancel the contract during the first thirty (30) days of service with twenty-four (24) hours' notice.

The lowest priced bid is NOT the sole determining factor when awarding this bid.

Revised 2/02

END OF STANDARD INSTRUCTIONS TO BIDDERS

Qualifications and Scope of Work:

The company will have at least five (5) years experience demonstrated in at least four (4) projects which include developing, programming, installing & repairing a Look Out programmed Supervisory Control and Data Acquisition (SCADA) System, Programmable logic controllers (PLCs) (Automation Direct), Communication Systems (Teledesign), Ops Win System, OIT (Operator Interface Terminals), remote computer control system, and their operation and maintenance separately and integrated in one overall system – SCADA, 18 Radio Controlled and Monitored Pumping Stations, Biological Control Systems (BOD, SS, Nitrification, Denitrification), remote computer control. Complete information on these projects will be provided in the response to the bid. Information must list the service provided, the location of the service provided, the date the service was completed and a contact person, and their telephone number for the Town to verify the information.

The Company must provide a list with qualifications of their staff who will be providing these services. These must be submitted with the bid documents.

Bid pricing is to be submitted on a per hour basis.

The Company must provide daytime phone numbers and two emergency phone numbers.

Emergency request response time for service is one hour from time of request to the facility located at 90 Parsons Road.

Remote troubleshooting will be provided at no additional charge.

Failure to provide information requested as part of the response to this bid at the time the bid is opened will disqualify the bidder.

INVOICING

A. All invoicing must reflect the hourly rates/percentage mark up rate per the bid. All invoicing must include the following:

1. Type of service (emergency or scheduled)
2. Labor hours with associated cost listed by category – Secretary, Electrician (Licensed), Project Supervisor, etc.

B. No mark-up is allowed on freight charges.

C. Percentage of markup for supplier’s materials and equipment will be 10%.

D. All copies of supplier’s invoice or signed quotation are required to verify contractor’s prices prior to payment.

END OF QUALIFICATIONS/SCOPE OF WORK

**TOWN OF ENFIELD, CONNECTICUT
BID FORM**

**Computer Programming and Monitoring For Water Pollution Control Software and
Hardware**

[BID FORM REQUIRED RESPONSES]

Under penalty of perjury and other remedies available to the Town of Enfield, the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid it is agreed this forms a contractual obligation to provide services at fees specified in this Bid Form, subject to and in accordance with all instructions, bidding and contract documents, including any addenda, which are all made part of this bid.

_____ Date _____
Signature of Authorized Person

Printed Name of Authorized Person

Company Title of Authorized Person

Name of Company

Address of Company

Address of Company

City, State, and Zip Code

_____ Facsimile Number _____
Telephone Number

Emergency Telephone Numbers _____ and _____

**TOWN OF ENFIELD, CONNECTICUT
 BID FORM
 Computer Programming and Monitoring For Water Pollution Control Software and
 Hardware**

The undersigned agrees to furnish and deliver said service according to the specifications, at the price bid, as indicated. Provide prices below on a per man-hour basis as requested.

	License d Electrici an	Electrician Helper	Instrumentation Tech.(Certified)	Programmer	Project Supervisor	Electrical Panel Fabrication	Secretary
Regular Hourly Rate Monday through Friday 7a.m to 5 p.m.	\$	\$	\$	\$	\$	\$	\$
Overtime Hourly Rate Monday through Friday 5 p.m. to 7 a.m.	\$	\$	\$	\$	\$	\$	N/A
Emergency Hourly Rate Saturday, Sunday and Holidays(Town observed)	\$	\$	\$	\$	\$	\$	N/A

Note: Copy of supplier's invoice or signed quotation from supplier will be required prior to payment to verify Contractor's prices, if materials exceed \$100.00.

Note: Percentage of markup for material, equipment and supplies will be 10%

END OF BID FORM