

Town of Chelsea

560 Togus Road
CHELSEA, MAINE 04330

SCOTT TILTON, TOWN MANAGER
chelseamanager@chelseamainemaine.org

TEL: (207) 582-4802, FAX (207) 588-0025

REQUEST FOR PROPOSALS FOR NELSON ROAD CULVERT REPLACEMENT

Issued: November 6, 2018 **Due:** December 16, 2018

I. SCOPE OF THE REQUEST FOR PROPOSAL

A. Introduction and Background

The Town is seeking proposals from qualified firms with demonstrated experience and expertise to replace the existing 72-inch diameter CMP extending 14' from the outlet structure and the remaining 30' of stacked rock with a 5' x 5' opening with a 76' long x 16' wide x 5' 3" tall corrugated metal arch on concrete footings. More details are provided in the attachments.

B. Scope of Work

Any firm selected by the Town, or its authorized staff and committees, pursuant to this RFP will be required to enter into a not-to-exceed contract for the following services:

Remove the existing 72" diameter CMP extending 14' from the outlet structure and the remaining 30' of stacked rock with a 5' x 5' opening with a 76' long x 16' wide x 5' 3" tall corrugated metal arch on concrete footings. There will **not** be a road closure as there are upwards of 25 residential homes affected by the project. One lane shall be left open at all times to allow vehicular passage. Reference is made to plans (TS, C-1, C-2, C-3 & C-4) dated May 18, 2018 and specifications by E.S. Coffin engineering & Surveying.

C. Timeline for Selection & Project Completion

A complete set of plans, attachments and maps will be available at the Office of E. S. Coffin Engineering on November 6, 2018

November 9, 2018	Pre-Submission Conference at Coffin Engineering at 2PM
November 16, 2018	Questions/clarifications regarding RFP due by 4PM
November 27, 2018	Addenda issued, if needed, by 5:00 PM (via email to interested vendors only)
December 13, 2018	Submissions due by 4:00 PM to the Chelsea Town Office
December 28, 2018	Submissions reviewed, interviews conducted; recommended Contractor contacted, contract negotiated

January 11, 2019	Contract awarded by Procurement Officer and contract signed
July 15, 2019	Project Start Date
September 30, 2019	Date by which project must be substantially completed. ½ the work done in the stream
October 30, 2019	Date by which project must be fully completed to Town specifications

By submitting a response to this RFP, respondents agree to include language in the project contract that calls for payment of liquidated damages in the amount of \$1,000 per day if the project is not substantially complete by September 30 and/or fully constructed by October 30 (as determined by the Town). At the Town's sole option, it may trigger the liquidated damages clause in the event of a default or declare the contractor in breach, triggering payment or performance under the required bonds or payment of general compensatory damages by the contractor.

II. GENERAL INSTRUCTIONS

AUTHORITY: This Request for Proposal (“RFP”) of offers for professional services is issued in accordance with the Town Charter and the Procurement Ordinance of the Town of Chelsea, Maine (“the Town”).

SCOPE: The terms of this RFP apply in like force to this proposal submission process and to any subsequent contract resulting therefrom.

PAYMENT: Payments to be made by the Town will be made by authorized personnel only.

COLLUSIVE SUBMISSIONS: The Contractor’s signature on its submission is a representation by the Contractor that the submissions have been made without collusion with other eligible contractors or any other persons or entities in a manner that will disadvantage the Town from selecting a Contractor in its best interest, in accomplishing the project, and in obtaining the lowest possible competitive price. Submissions shall be signed by the person or persons legally authorized to bind a Contractor to a contract.

SPECIFICATIONS: Contractors must submit a proposal in accordance with the terms and conditions and the scope of services set forth in this RFP.

INVESTIGATION: Contractors submitting proposals shall make all investigations necessary to inform themselves regarding the services(s) requested and to be performed under this RFP and any resulting contract(s). By submitting a proposal, a contractor represents that it has read and fully understands this RFP and any addenda thereto. The failure of any Contractor to receive or examine any form, instrument, or document shall in no way relieve such Contractor of its obligations under any contract that might result from this RFP.

CLARIFICATION OF RFP: Contractors who request a clarification of the RFP requirements must submit questions in writing to Scott Tilton, Town Manager in the manner and by the deadline specified in Section I.C. of this RFP, or present them orally at a scheduled pre-submission conference, if one has been scheduled. All written questions must be received by the Town no later than the date or time stated herein. The Town will issue a response in the form of an addendum to the RFP if a substantive clarification is necessary. Oral instructions or information concerning this RFP provided by the Town to prospective contractors shall not bind the Town or its committees.

ADDENDA: Any change to this RFP shall be made by written addendum issued by the deadline specified in Section I.C. of this RFP. The Town is not responsible for any explanation, clarification, response or approval made or given in any manner except by authorized addendum.

SUBMISSIONS: All submissions in response to this RFP shall be filed with the Town in person or via mail (USPS, FedEx, UPS, etc.) at: Scott Tilton, Town of Chelsea, Attn: Nelson Road culvert Replacement RFP, 560 Togus Road, Chelsea, ME 04330. **Five hard copies of the proposal must be submitted** by 4PM December 13, 2018

ALTERNATE WORK SPECIFICATIONS: The Town is receptive to cost saving ideas from contractors which will contribute to the successful accomplishment of this project. The Town, at its sole discretion, may entertain alternative work specifications which deviate from the RFP requirements. Alternative work specifications may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the Town. Alternative work specifications must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative work specifications are not encouraged and, unless explicitly accepted by the Town, are deemed to be rejected.

INSURANCE: Upon award of any contract that may result from this RFP, Contractor shall provide a certificate of insurance demonstrating the existence of all insurance required by the contract terms.

{or}

The contractor shall maintain insurance in amounts adequate to protect itself from risks associated with its work on the project. The Town requires the following minimum levels of insurance: The successful contractor shall, prior to contracting, provide a certificate of insurance indicating (1) workers' compensation that complies with state statutes, if required; (2) general liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; (3) property damage insurance in an amount not less than \$500,000; and (4) professional liability insurance in an amount not less than \$1,000,000. All policies, except for workers' compensation, shall name the Town as an additional insured.

COST OF PREPARING PROPOSAL: This RFP does not commit the Town to pay any costs incurred by a contractor in preparing its submission in response to this RFP.

AWARD: All purchases or contracts which are based on this RFP will be awarded according to the provisions in the RFP to the Contractor that is perceived to offer the greatest contribution to the success of this project and best fulfills the Town's needs. The Town reserves the right to reject any or all submissions, wholly or in part, or to award multiple contracts in whole or in part, to negotiate with any qualified Contractor, and to accept any proposals that are deemed to be in the best interest of the Town, which may not necessarily provide the lowest costs if the cost is outweighed by other important considerations, all at its sole discretion. The Town reserves the right to reject the submissions of a Contractor who has previously failed to perform properly or to complete on time contracts of a similar nature. The Town also reserves the right to reject submissions from a Contractor if an investigation shows that the Contractor is not in a position to perform the contract. The Town also reserves the right at its sole discretion to waive any deviations or errors that are not material, do not invalidate the legitimacy of the qualification, and do not improve the Contractor's competitive position. All awards will be made in a manner deemed in the best interest of the Town.

LICENSES: A successful contractor that is awarded a contract under this RFP shall be responsible for obtaining and maintaining any and all necessary licenses, permits and authorizations to perform work in the United States, State of Maine and the Town, at no cost to the Town.

WITHDRAWAL/CANCELLATION: This RFP is not a commitment by the Town to enter into a contract for services with any particular entity or Contractor. The Town reserves the right, in its sole discretion, to withdraw this RFP at any time prior to entering into such a contract and/or to reissue the RFP at a later date, if in the Town's sole estimation, it is in the best interest of the Town to do so. The Town reserves the right to modify, revise or cancel this RFP, at its sole discretion without liability to any Contractors. The receipt and review of submissions or the completion of interviews does not obligate the Town to award a contract.

LATE SUBMISSIONS: Submissions received after the scheduled closing time for filing may be rejected by the Town, without liability to a contractor. Contractors assume all responsibility for timely submissions in accordance with this RFP. The Town shall have no obligation to consider late-filed submissions.

CONFLICT OF INTEREST: A contractor submitting a proposal thereby certifies that no elected or appointed official, agent or employee of the Town who has a pecuniary interest in this RFP has participated in the preparation of this RFP or contract negotiations; that the proposal is made in good faith without fraud; that the contractor is competing solely on its own behalf without connection or obligation to any undisclosed person or firm and that the contractor (including all subcontractors) is able to perform all the services specified in this RFP without any conflict of interest. Contractors must disclose if any Town official has a pecuniary interest in the Contractor being awarded the contract. A breach of this provision shall be deemed an anticipatory breach under the terms of any contract issued in accordance with the RFP.

PERFORMANCE AND PAYMENT BONDS: The contractor will be required to provide payment and performance bonds in the full amount of the contract as required by Title 14, section 871 of the Maine Revised Statutes.

RETAINAGE:

The Town will retain a final payment of ten percent (10%) of the total contract price until final review and acceptance of the completed project has been conducted by the Town.

AUDIT REQUIREMENTS: A contractor that is awarded a contract under this RFP shall maintain such records as are required by the Town in order to allow the Town to fulfill its reporting requirements to the State of Maine or other agencies. A successful contractor shall allow the Town or other agencies authorized by the Town, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of the contract documents, for purposes of audit, for a minimum of six years.

GOVERNING LAW AND VENUE: This RFP and any resulting contract(s) shall be interpreted and governed by the laws of the State of Maine without regard to its conflicts of law provisions. Any legal action or proceeding involving this RFP or resulting contract shall be venued in Kennebec County, Maine. By submitting a proposal to this RFP, a Contractor waives any objections that such jurisdiction is improper or inconvenient.

III. PROPOSAL PREPARATION AND SUBMISSION

A. RFP Clarification

Questions and requests for clarification regarding this RFP must be directed via email to the person listed. The deadline for initiating such questions and/or clarifications is specified in Section I.C. of this RFP. Addenda will be issued, as needed, no later than the date specified in Section I.C. of this RFP solely by emails to interested vendors

Refer written questions to:
Scott Tilton, Town Manager or
chelseamanager@chelseamaine.org

B. Pre-Submission Conference

The Town will host a pre-submission conference as specified in Section I.C. of this RFP at Coffin Engineering, 432 Cony Road, Chelsea, ME. The purpose of the meeting will be to review the project and answer questions/offer clarifications. Those unable to attend will be able to submit questions/clarifications via the process outlined above. Any addenda to the RFP that need to be issued as a result of this meeting or questions/clarifications submitted will be issued by the Town no later than the date specified in Section I.C. of this RFP via emails to interested vendors.

C. Proposal Format

Submissions (five copies) must be submitted to the Town at the address above and at the time and date specified in section I.C. Submissions must include the price sheet contained within this proposal package.

Hard copies must be doubled-sided, bound only with a clip without notebooks, binding, or plastic covers. Submissions may be accompanied by an electronic copy on a flash disk or on a CD-ROM to facilitate wider distribution. Adobe Acrobat/PDF format is strongly preferred.

It is the proposer's responsibility to ensure that submissions are received prior to the specified closing date and time. Submissions received after the specified closing date and/or time may not be considered. The Town shall not be responsible for the proper identification and handling of any submissions.

By submitting a proposal, a proposer is accepting the General Instructions of the RFP (reference Section I of the RFP).

D. Required Proposal Content

The proposal must include the following information supporting the respondent's expertise in providing the required services:

1. Company representatives and contact information, including the name(s) of the person(s) authorized to represent the company in any negotiations; name(s) of the person(s) authorized to sign any contract that may result; contact person's name, mailing or street address; telephone and facsimile numbers; and e-mail address(es).
2. The name(s) and resume(s) of the company's representative(s), both primary and backup, who will be responsible for providing any aspect of the requested services.
3. The name and resume of any clerk of the works or other company representative who you expect to be on the job site when work is in progress and to whom questions or concerns about the project can be addressed as they arise.
4. Company history and experience in providing the requested services, as described in the scope of work.
5. Evidence of a history of successful completion of similar projects, on time and within budget, including two (2) or three (3) examples of similar efforts, to include contact names and information. **Please also include photographs.**
6. A not-to-exceed price, including unit prices, to complete scope of the Work. A not-to-exceed price to complete each of the Alternates (if any). **Contractor must include a completed price sheet showing not-to-exceed prices to complete the Work and all Alternates that could be added to the scope prior to execution of the contract.**

7. Proposed construction schedule, including start date and end date.
8. Proof of insurance or ability to obtain insurance at levels required by this RFP.
9. The proposal must be signed by the person submitting the proposal or a duly authorized representative of the firm submitting the proposal. The signature shall include the title of the individual signing the proposal.

IV. EVALUATION AND ASSESSMENT OF PROPOSAL

The Town will evaluate and rank the written submissions. The following qualifications and standards are examples of anticipated considerations:

Scope of Proposal: Does the proposal show an understanding of the project objective?

Assigned Personnel: Do the people who will work on the project have the necessary skills? Are sufficient skilled people assigned to the project?

Availability: Can the work be completed in the timeframe required? Can targeted start and completion dates be met? Are other qualified personnel available, if required, to assist in meeting the project schedule? Is the project team available to attend meetings as required by the Scope of Work?

Cost and Work Hours: Are the work hours reasonable for the effort required in each project task or phase? Can the work be completed within the anticipated budget? Is the total not-to-exceed budget reasonable?

Capability and Experience: Does the respondent have the support capabilities, including personnel and equipment, and the financial viability to complete the project? Has the respondent successfully completed previous projects of this type and scope?

The Town may in its sole discretion, also consider additional factors.

Equal Opportunity Employment: Selection will be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The Town is an Equal Opportunity Employer and encourages submissions from qualified minority and women-owned businesses.

V. PROPOSAL ACCEPTANCE

All proposals shall remain firm, irrevocable and subject to acceptance for at least 90 calendar days after the submission deadline. The final contract proposal is subject to Town Council approval. The Town shall issue a Notice of Award to the successful bidder setting forth the Work and Alternates (if any) to be completed and the total not-to-exceed price agreed to for completion. The Town will thereafter deliver to the successful bidder the contract between the Town and the successful bidder, which shall include the terms set forth and shall set forth the Work and Alternates to be completed. The successful bidder shall return the executed contract to the Town, with all required attachments, in the time

specified by the Town. After obtaining final reviews, the Town will deliver one fully executed counterpart of the contract to the successful bidder.

The Town reserves the right to reject any or all submissions and to waive any deviations or irregularities at its sole discretion. Any submissions received after the deadline may be rejected.

UNIFORM PRICING SHEET – NELSON ROAD CULVERT REPLACEMENT

***** All respondents must include a completed copy of this sheet with their responses *****

Although you may provide additional details within your response to this RFP, please complete the information below in aggregate so that the RFP review committee can ascertain your total cost for the project and any deviations you have proposed to our specifications.

COSTS

\$ _____ Total cost of materials

\$ _____ Total cost of labor

\$ _____ Total other costs (please explain:

\$ _____ **GRAND TOTAL COST**

DEVIATIONS FROM SPECIFICATIONS

Please highlight any deviations you are proposing from the included specs.

Name of Respondent: _____

Signature of Respondent: _____

Date: _____