

ADVERTISEMENT FOR BIDS

POLICE BOAT ENGINE

Town of Westbrook, Connecticut

Sealed bids for the purchase of an outboard engine for the Town of Westbrook Police Boat will be addressed to Dave Russell and will be received at the First Selectman's Office, Town Hall, 866 Boston Post Road, Westbrook, CT 06385, until noon prevailing local time on May 9, 2013 at which time and place said bids will be publicly opened and read aloud.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 working days, Saturdays, Sundays and legal holidays excluded after the opening of bids.

The Owner reserves the right to waive any informalities or to reject any or all bids.

TOWN OF WESTBROOK, CONNECTICUT

BY ANDREW URBAN, DIRECTOR OF FINANCE

SECTION 00200

INSTRUCTIONS TO BIDDERS

LINED OUT SECTIONS ARE NOT APPLICABLE TO THIS BID.

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35. BID SUBMITTAL REQUIREMENTS

1. RECEIPT AND OPENING OF BIDS

The Town of Westbrook, Connecticut, herein called the Town, acting by and through its Board of Selectmen, will receive sealed Bids for the equipment to be acquired under this Contract, including the following, all as indicated in the specifications contained herein:

A. Furnish the equipment as specified below:

SPECIFICATIONS:

- 225 horsepower (Evinrude 225 horsepower model DE225PX or 250 horsepower model DE250PX comparable)
- 3.3 liter
- Weight: no more than 518 pounds
- 133 total amps alternator output
- 25" shaft
- Electronic shift and throttle as installed by the manufacturer for the engine
- Controls as installed by the manufacturer for the engine
- Stainless steel propeller to match boat

Service: Vendor must have the ability to dispatch repair service and restore the engine to service with a 24 hour time frame.

Trade-in: The Town will be using its existing engine as a trade.

B. The provision of all incidentals to complete work as described above.

Such Bids, addressed to Town of Westbrook, 866 Boston Post Road, Westbrook, CT 06498, and clearly marked "Proposal for Police Boat Engine" will be received at the First Selectman's Office, until the date and time listed in Section 0100 Advertisement for Bids.

2. BID FORM

- A. Bid Forms must be PRINTED in ink or by computer.
- B. A Bid which includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.

~~3. BID DEPOSIT – NONE~~

4. BID OPENING PROCEDURES

- A. Bid signatures will be checked.
- B. Acknowledgement of addenda (if any) will be checked (see Section 0410, Form of General Bid).
- C. The total dollar amount of each bid will be read, and the individual bid prices for each item of the three apparent low bidders will be read.
- D. The bid form attachments will be verified to be included with the bid and signatures confirmed. The review of the bid form attachments (if any) will be completed following the bid

opening.

- E. The bid opening will then be closed. All those present at the bid opening may examine any of the bids after close of the bid opening.

5. COMPARISON OF BIDS

- A. Bids will be compared on the basis of the prices stated in Section 0410, Form of General Bid.

6. WITHDRAWAL OF BIDS

Bidders may not withdraw or modify their bids for a period of 90 days, Saturday, Sunday and legal holidays excluded, following the opening of the bids.

7. ADDENDA AND INTERPRETATIONS

All questions by prospective bidders as to the interpretations of the Advertisement for Bids, Form of General Bid, Agreement, Specifications, must be submitted in writing to the attention of Andrew Urban, Director of Finance, at least ten (10) days before the date herein set for the opening of bids. An interpretation of all questions so raised which, in the Town's opinion requires interpretation, will be mailed to prospective bidders at the addresses given by them not later than five (5) days before the date of opening of bids. No other form of communication in this regard will be considered legal and binding. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall be covered in the Bid and shall become part of the Contract Documents.

8. DELETIONS FROM CONTRACT

The Town reserves the right, prior to award of the Contract, to delete any portion of the Vendor's work as its interests may appear, and to adjust the quantities of work at any time.

9. EXAMINATION

By submitting a bid, the bidder warrants that they have examined the site of the work, the specifications and drawings and is fully acquainted with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra work or extension of time will be allowed for failure to observe this requirement. Conditional bids will not be accepted.

10. CONTRACT TIME

The Town wishes to proceed with this project as soon as possible. An appropriation for this acquisition will be voted upon by the Town Board of Finance on May 15, 2013. Delivery and installation of the equipment may proceed after that date.

~~11. PERFORMANCE AND PAYMENT BONDS: NONE REQUIRED.~~

12. ABILITY AND EXPERIENCE

A. The Town will not award a contract to any bidder who cannot furnish satisfactory evidence of their ability and experience in this type of work and that they have sufficient plant and capital to enable them to perform and complete the work within the given time period.

B. The Town may make such investigations as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard and shall furnish same under oath if required.

~~13. INSURANCE CERTIFICATES: NONE REQUIRED~~

14. RIGHTS OF THE TOWN

A. The Town may reject, as informal, bids that are incomplete, conditional, or obscure, or that contain additions or erasures that are not initialed or other irregularities.

B. The Town reserves the right to reject any or all bids or to accept any bid as their interests may appear.

C. The Town anticipates awarding a contract for this procurement within thirty (30) days of the date of bid opening; however, this date is subject to change. Bidders shall be prepared to submit within four (4) working days all documents and information required for full execution of a contract. If the Vendor fails to do so, the Town reserves the right to rescind the Contract Award.

15. EXECUTION OF THE CONTRACT

A. Within ten (10) days of the receipt of the contract signed by the successful bidder, the Town shall sign the contract and return a duplicate of the executed contract.

B. The Notice to Proceed shall be issued within ten (10) days of the execution of the contract. This time period may be extended by mutual agreement between the Town and the Vendor.

~~16. MINIMUM WAGE RATES: NOT APPLICABLE~~

~~17. SAFETY AND HEALTH REGULATIONS: NOT APPLICABLE~~

A. The successful bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PC-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The successful bidder shall have a competent person or persons, as required under Occupational Safety and Health Act, on the Site to inspect the work and to supervise the conformance of the work with the regulations of the Act.

C. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926. Vendors shall be familiar with the requirements of these regulations.

~~18. NON-DISCRIMINATION IN EMPLOYMENT: NOT APPLICABLE~~

~~19. ACCESS TO THE SITE: NOT APPLICABLE~~

20. "OR EQUAL" CLAUSE

A. Whenever the specifications define the material or article required by using the name of the proprietary product or of a manufacturer or vendor rather than by using descriptive detail of substance and function, the words "or equal" are to be understood to follow immediately the name of the maker, vendor, or proprietary product. The words, "or equal" shall be interpreted as including any material or article which, in the opinion of the Town, is equal in quality durability, appearance, strength, and design to the article named and which will perform adequately the functions imposed by the general design.

B. Whenever in the specifications the names of manufacturers are mentioned as indicating that their products will comply with a particular specification, or when specific trade names or plate numbers or letters are mentioned, it is not intended to exclude products of other manufacturers whose names, trade names or symbols have not been mentioned, provided however, that such products otherwise comply, in the opinion of the Town, with the specification. The Town's opinion in all cases mentioned in this section shall be final.

21. PROJECT GUARANTEE

A. The Vendor guarantees that the work and services to be performed under the Contract and all work, material, and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws and shall be performed and furnished in strict accordance with the Specifications and other Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a minimum period of one (1) year from and after the date of completion and acceptance of the work as stated in the final estimate. If part of the work is accepted by the Town, the guarantee for that part of the work shall be for a period of one (1) year from the date fixed for such acceptance.

B. If at any time within said period of guarantee any part of the work requires repairing, correction or replacement, the Town may notify the Vendor in writing to make the required repairs, correction or replacements. If the Vendor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Town within 24 hours from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Town may employ other persons to make the same, and all direct and indirect costs of making said repairs, corrections or replacements, including compensation for additional professional services, shall be paid by the Vendor.

C. It is hereby, however, agreed and understood that this guarantee shall not include any repairs or replacements made necessary by any cause or causes other than improper, inadequate, or defective work, quality of the work, materials or design by the Vendor or those employed directly or indirectly by the Vendor.

~~22. INFORMATION NOT GUARANTEED: NOT REQUIRED~~

A. All information given on the Drawings or in the other Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources available to the Town. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

B. It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the other Contract Documents.

C. It is agreed further and understood that no bidder or Vendor shall use or be entitled to use any of the information made available to them or obtained in any examination made by them in any manner as a basis of or ground for any claim or demand against the Town or the Project Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may be otherwise be expressly provided for in the Contract Documents.

~~23. NOTICE OF SPECIAL CONDITIONS: NONE~~

~~24. LAWS AND REGULATIONS: NOT APPLICABLE~~

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, municipal ordinances, and the construction of the project shall apply to the contract throughout, as though herein written out in full.

25. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

A. The Contract will be awarded on the basis of the lowest responsible and responsive bid for the Police Boat Engine as submitted by a Qualified Bidder if such bid does not exceed the amount of funds available to finance the purchase.

B. The Town shall have the right to accept or reject Alternates.

~~26. Not Used~~

27. SEVERABILITY

If any provisions of this Agreement or portion of such provision of the application thereof to any persons, entity, or circumstances is held invalid, the remainder of the Agreement (or remainder of such provision) and the application of such to other persons, entities, or circumstances shall not be affected thereby so long as such remaining or modified provisions reflect the intent of the parties.

~~28. POWER OF ATTORNEY: NOT APPLICABLE~~

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

~~29. CONNECTICUT DEPARTMENT OF TRANSPORTATION DISADVANTAGED-BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE) PROCUREMENT~~

GOALS: NOT APPLICABLE

~~30. NOT USED~~

31. PREPARATION OF CONTRACT DOCUMENTS AND PLANS

The plans and specifications for the work relating to this work have been prepared by David Russell.

~~32. NOT USED~~

~~33. WAIVER OF LOCAL FEES: NOT APPLICABLE~~

The TOWN shall waive permit and other local fees that are under its jurisdiction to so waive. Bids should reflect the waiver of such fees in the total bid price.

~~34. OSHA TEN HOUR TRAINING CERTIFICATION: NOT APPLICABLE~~

Not later than thirty days after the award of this contract, the Vendor shall furnish proof to the Labor Commissioner that all employees performing manual labor on this project have complete a course of at least ten hours in duration in construction safety and health approved by OSHA.

35. BID SUBMITTAL REQUIREMENTS

A complete bid shall consist of all of the following:

SECTION 0410 – FORM OF GENERAL BID

Failure to submit a bid that includes both the Bid Form and all Bid Form attachments listed above may result in bidder's disqualification by the TOWN.

Town of Westbrook - 0410 Form of General Bid: POLICE BOAT ENGINE

SECTION 00410

FORM OF GENERAL BID

Proposal of _____(hereinafter called "Bidder")*

To the TOWN OF WESTBROOK, CONNECTICUT (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Police Boat Engine, having examined the specifications with related documents, and being familiar with all of the conditions surrounding the furnishing of the proposed equipment including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to provide the equipment in accordance with the equipment specifications, as prepared by David Russell, within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Vendor and to fully complete all work related to the Contract within 30 calendar days of the execution of the Contract or the Notice to Proceed, whichever is later.

The Bidder agrees to provide the equipment and perform the work described in the specifications and shown on the plans for the following lump sum or unit prices:

[BIDDER: INSERT COMPLETE DESCRIPTION OF ENGINE]

[BIDDER: INSERT COMPLETE DESCRIPTION OF SERVICES TO INSTALL ENGINE]

PRICE PROPOSAL

ITEM	PRICE
ENGINE	\$
INSTALLATION	\$
LESS TRADE-IN	(\$)
NET PRICE	\$

All entries shall be made clearly in ink or computer generated. Discrepancies between the indicated prices and the correct total will be resolved in favor of the correct total.

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work called for.

The contract will be awarded to the lowest eligible and responsible bidder on the basis of the lowest bid.

Town of Westbrook - 0410 Form of General Bid: POLICE BOAT ENGINE

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Respectfully submitted:

Date _____

By _____

(Signature)

(Name – Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)