



TOWN OF UNION BRIDGE

Request for Proposal

**Town of Union Bridge
Thomas Street Water Main
Renewal - 2023**

SUBMIT BID TO:

Town of Union Bridge
104 W. Locust Street
Union Bridge, MD 21791

REQUEST ISSUED: 11/17/23
PROPOSALS DUE: 12/13/23

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I. GENERAL INFORMATION

The Proposal shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFP).

All questions pertaining to the format of this RFP shall be directed to:

Mike Reynolds
Circuit Rider
Town of Union Bridge
104 W. Locust Street
Union Bridge, MD 21791

ALL QUESTIONS MUST BE SUBMITTED IN WRITING. A written response, including the question, will be faxed or emailed to all potential vendors.

The award shall be made to the responsible bidder whose proposal is determined, in writing, to be the most favorable for the Town of Union Bridge, taking into account all the evaluation criteria set forth in this RFP. The Town of Union Bridge reserves the right to reject any and all proposals submitted in response to this RFP. Furthermore, the Town reserves the right to select the bid that is in the best interest of the Town and is not bound to select the lowest bid in accordance with Union Bridge Town Code 20-60 (c).

The Town of Union Bridge, Maryland is soliciting proposals for the replacement of an existing 1.25 galvanize water line with 400' of 2" HDPE and the renewal of three (3) 3/4" house connections as defined in the Statement of Work, General Description.

Sealed proposals will be accepted by the Town of Union Bridge at the Town Office until 10:00 a.m. on December 13, 2023, at which time the proposals will be opened and read aloud publicly. Proposals received after the closing time will be returned to the bidders unopened. Proposals will not be accepted by fax, phone or email. A Contract Services Agreement will be drawn between the selected contractor and the Town and the award made subject to approval of the bid by the Town Council at the January 8, 2024 Town Council Work Session.

II. STATEMENT OF WORK

A. General Description:

The Town of Union Bridge, Maryland is soliciting proposals for the replacement of an existing 1.25 galvanize water line with 400' of 2" HDPE

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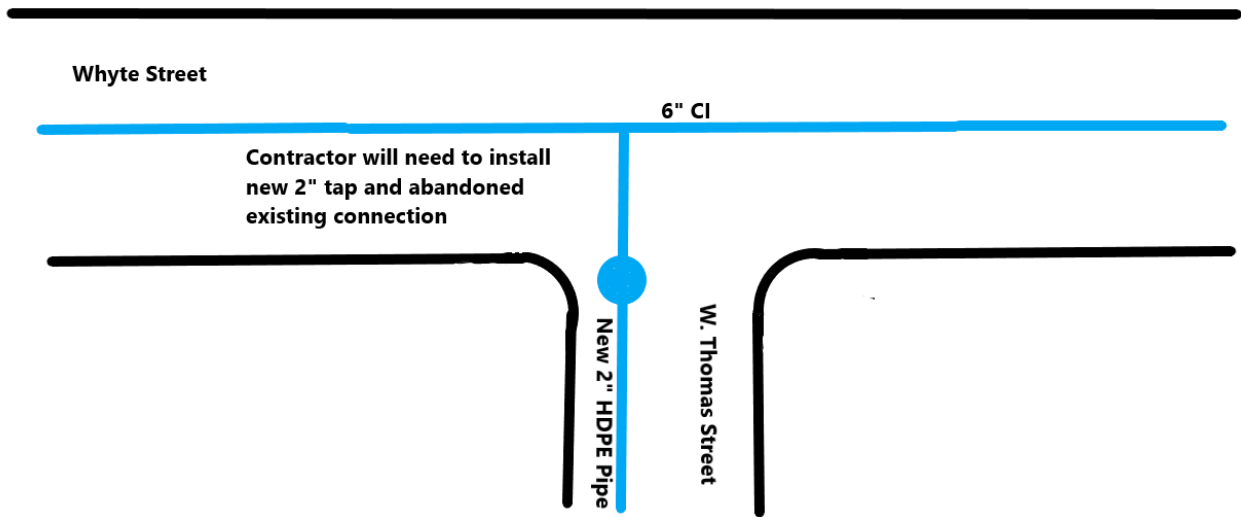
and the renewal of three (3) 3/4" house connections. The selected contractor will be responsible for furnishing all labor, material, equipment, services, design, permits, construction and obtaining all requisite approvals and signatures.

Bidders MUST make a personal examination of the location of the proposed work and the surroundings and shall thoroughly acquaint themselves with the details of the work to be done and all conditions and obstacles likely to be encountered in the performance and completion of the work.

Note that this project is being partially funded by a grant provided by Carroll County from Federal Fiscal Recovery Funds and all work and payments must be completed by the end of August, 2024.

B. Scope of Work:

Contractor shall be responsible for performing and completing and for causing all sub-consultants and subcontractors to perform and complete the design and construction of the project as set forth in this Scope of Work. This shall include, but is not limited to, design services, construction, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation, field offices, required inspections, QA/QC and services as discussed in this Scope of Work. The back-up generator shall automatically start and transfer load on loss of utility feed or on command.



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Description of project activities includes the following:

1. Contractor shall supply all labor and material
2. 2'' HDPE water main shall be copper O.D.
3. All brass fittings shall be compression (Quick Joint Type)
4. Stainless-steel inserts shall be used
5. # 14 Gauge Solid Copper Tracer Wire shall be used over all installed HDPE pipe
6. Typical 2'' blow-off with 2'' curb-stop and 2'' riser pipe will be installed near Warehime Alley as indicated in the drawing above.
7. Water services shall be ¾'' HDPE copper O.D. pipe
8. Tapping saddles with corporation fittings shall be used on each service
9. New services will tie into meter setter. (With new Quick Joint Type nut)
10. 24-hour notice shall be given to residents on all water interruptions.
11. Asphalt/Paving shall be replaced "in kind".
12. All questions should be emailed to unionbr@carr.org

C. Site Access

Selected contractor shall have access to property during construction. One (1) week notice is required to begin working on site.

The successful bidder will take all precautions and measures to secure the work area. In addition, any equipment, tools, products, materials, etc., shall be secured at the site by the contractor. Loss from theft or damage is the responsibility of the contractor.

D. Pre-Bid Meeting:

A pre-bid meeting is not required for this project.

E. Completion date:

Project must be complete by August 31, 2024. Contractor shall notify Town of the start date for construction and provide schedule for activity. Working hours are Monday through Friday 7:00 a.m. to 3:00 p.m. and Saturday (if needed) 9:00 a.m. to 3:00 p.m.

F. Final Inspections:

A final inspection and walk through with Town representative and any permitting authorities will be required at the earliest opportunity upon completion of work. If necessary, a punch list of outstanding items will be generated and provided to the contractor. **Any punch list items must be addressed as soon as possible but no longer than fourteen (14) days after walk through.** Contractor is responsible for all necessary County and State inspections, approvals and for providing all improvements needed for County and/or State approval if required.

G. Payment for Services:

Contractor shall submit final invoice upon completion and acceptance of the work by the Town. Payment of invoice by Town of Union Bridge will be made net 30 days upon receipt of invoice. Completion of final punch list items, if applicable, and County and/or State approval is required prior to final payment.

III. PROPOSAL REQUIREMENTS

A. Required elements

1. **Coversheet** with contractor's name, address, phone, fax, email and contact information.
2. **Design Plan Information:** Narrative of installation plan and list of equipment specifications and materials to be used.
3. **References:** A list of three (3) references including name, address, phone number, fax number and email address, if available. Municipal references are preferred. Bids also must include three (3) references for subcontractors being used, if any.
4. **Bid price** must be lump sum and include all services required to fulfill the Scope of Work. Partial or incomplete bids will not be accepted.
5. **Proof of Insurance** coverage as required in this request for proposal.

IV. PROPOSAL PROCEDURES

A. Schedule

<u>DATE</u>	<u>ACTION</u>
11/17/2023	RFP Released
11/22 - 12/1/2023	Question & Answer Period
12/13/2023	Proposals Due - Bid Opening

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1/8/2024	Contract Awarded contingent on a vote by Town Council at the August Town Council Work Session
1/9/2024	Notice to Proceed
8/31/2024	Work Completed (no later than)

A. Proposal Preparation Instructions

General Format

When completed, proposals are to be assembled exactly as described in Section III.

NOTE: Each element must be labeled as above.

Submission

1. Contractors should submit one of each Proposal signed by the authorized personnel. To be considered, a Proposal must arrive at the Town Office on or before 10:00 a.m. EST on 12/13/2023.
2. All Proposals are to be addressed and delivered by the date and time specified to:

Town of Union Bridge
104 W. Locust Street
Union Bridge, MD 21791

3. The **sealed** proposal envelope should be marked as follows:
 - RFP Project Name
 - Firm's Name
 - Firm's Address
 - Contact Name and Telephone Number
 - Email Address

V. GENERAL CONDITIONS

The release of this RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the Town of Union Bridge to execute a contract with any bidder. The Town of Union Bridge reserves the right to accept, reject, or negotiate any or all offers received in response to this request, to negotiate with all qualified sources, or to cancel, reject, alter, modify or amend in part, or in its entirety, this RFP, if to do so is in the best interest of the Town of Union Bridge. The final decision to execute a contract, with any bidder, rests solely with the Town of Union Bridge, Mayor and Town Council.

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1. Before preparing Proposals, the bidder should note that:
 - a. The Town of Union Bridge will not be liable for any costs associated with the preparation of Proposals or negotiation of contract incurred by any bidder.
 - b. All Proposals, in their entirety, will become the property of the Town of Union Bridge upon submission.
 - c. The award of a contract for any proposed service(s) is contingent upon the following:
 - Favorable evaluation of the Proposal
 - Reasonableness of cost
 - Reference interviews
 - Approval of the Proposal by the Town of Union Bridge
 - Successful negotiation of any changes to the Proposal required by the Town of Union Bridge
 - Available and appropriate funding
 - Availability of contractor to complete the work before project target completion date. **Date of completion shall be no later than August 31, 2023.**
 - d. Submitted prices are irrevocable for up to ninety (90) days after Proposal submission.
 - e. Union Bridge will prepare a Construction Agreement that will be signed by the selected contractor and the Town.
2. The Town of Union Bridge reserves the right to negotiate the final terms of all contracts with successful bidders. Items that may be negotiated include, but are not limited to, type and scope of services, costs and prices, delivery and installation, warranty and maintenance, and training and service levels.
3. Likewise, the Town of Union Bridge reserves the right to accept any Proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, bidders are advised to propose their **most favorable terms** initially.
4. Service providers will be required to assume full responsibility for all specified services and may subcontract only with the express written approval of the Town of Union Bridge.

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5. In submitting a Proposal, the bidder certifies as to its legally-constituted organization and that in connection with this Proposal:
 - a. the prices in the Proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and,
 - b. unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly, to any other bidder or to any competitor; and,
 - c. no attempt has been made by the bidder to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
6. Person(s) signing the Proposal certify that person(s) in the bidder's organization who are legally responsible within that organization for the decision as to the price being offered in the Proposal have not participated, and will not participate, in any action contrary to section V.5.a, b, or c.
7. If a Proposal contains any information that the bidder considers proprietary and does not want disclosed to the public or used for any purpose other than evaluation of the offer, all such information must be indicated by marking the top margin of each page considered proprietary with "proprietary".
8. **INSURANCE:**

All interested bidders must submit a certificate of insurance with each bid. Bids that do not meet these required minimum coverages, or if this requirement is not included with the bid, will be rejected and not eligible for consideration.

The following minimum insurance thresholds apply:

General Liability

- \$2M Aggregate
- \$1M Per Occurrence

Professional Liability

- \$500,000 Minimum

Workers Compensation

- Minimum as required by Maryland State Law

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The Town may be listed at a certificate holder for purposes of this bid, however, must be listed as “Additional Insured” when a contract is approved. The certificate must show the type, amount, class of operations, effective dates and date of expiration policies.

9. **Bonds:**

(a) **Bid Bond:** A Bid Bond is **NOT** required for this project.

(b) **Surety Bond:** A Surety Bond is **NOT** required for this project.

10. The Town shall be furnished with satisfactory evidence that the forgoing insurance is in effect within 10 days after written notice of award is given to the bidder. The Town shall be notified 30 days prior to the cancellation or material change of any coverage.

11. Appeals - Areas that are disputable: Substitutions or equivalents, ancillary or supportive services to a core program, conflict of interest, sole source awards not approved by the state, requirements that restrict competition, misapplication of the RFP procedures.

Procurement decisions made by the Town of Union Bridge that a bid is **MOST FAVORABLE** are **NOT DISPUTABLE**.

Filing a Claim

All claims regarding disputes must be made in writing.

Claims must be filed no later than 30 days from the onset of the disputed activity. For example, a claim regarding the awarding of a training contract based on an RFP solicitation must be filed within 30 days of the start date of the awarded contract. A claim for purchased goods or services must be filed within 30 days of the initial proposal solicitation.

The written claim, clearly stating the area of dispute, must be filed with:

Town of Union Bridge
104 W. Locust Street
Union Bridge, MD 21791

GENERAL INSTRUCTIONS

1. INSTRUCTIONS:

- (a) All proposals are to be submitted by 10:00 a.m. EST, Wednesday, December 13, 2023.
- (b) The question-and-answer period for this bid begins on November 22, 2023 and ends on December 1, 2023 at 4:30pm. Any bidder finding discrepancy in or omission from the specifications, or is in doubt as to their meaning, can contact Mike Reynolds (unionbr@carr.org) with the Town of Union Bridge, in writing. Exceptions taken, in no way obligate the Town of Union Bridge to change the specifications. The Town Office will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions.
- (c) The Town of Union Bridge will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to this solicitation's specifications should be directed to and will be issued by the Town of Union Bridge.

2. AWARD OF CONTRACT:

- (a) In no instance will the Town of Union Bridge award a contract based on the **most favorably** evaluated proposal earlier than **two (2) business days** after the closing date of bids.
- (b) The most favorable proposal will be evaluated by responsiveness to the specifications in the scope of work and the terms and conditions further specified in these instructions and the Request for Proposal.

3. TAXES:

The Town of Union Bridge is **exempt from sales tax** and no such tax will be included in the bid price.

4. SPECIFICATIONS:

See Statement of Work, General Description.

6. RESERVATIONS:

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1. The Town of Union Bridge reserves the right to reject any and all proposals, to waive any informality in proposals received, and to accept or reject any items of any proposal. All proposals when filed will be irrevocable for ninety (90) days following the closing date for submission of proposals.
 - (b) The Town of Union Bridge may waive minor differences in specifications provided these differences do not violate the specific intent nor materially affect the operation for which the item or items are being purchased nor the increase estimated maintenance and repair cost to the Town of Union Bridge.

6. **DELIVERY:**

Bidders shall guarantee delivery of services and materials in accordance with such delivery scheduled as may be provided in their Proposal and in accordance with **Section II. STATEMENT OF WORK - E. Completion Date** stated in this document.

7. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise noted in Special Conditions.

9. **COMPETITION, LITERATURE, SAMPLES:**
 - (a) To better ensure fair competition and to permit a determination of the lowest bidder, Bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, unresponsive bids, or bids obviously unbalanced.

 - (b) The name of any manufacturer, trade name, or manufacturer or vendor catalogue number mentioned in specifications is for the purpose of designating a standard of quality and type, and for no other. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the comparison to be made with the particular brand or manufacturer specified. Catalogue cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.

 - (c) Specifications provided are based on the Town of Union Bridge's needs and uses, estimated costs of operation and maintenance, and other

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significant and/or limiting factors to meet the Town of Union Bridge's requirements. Minimum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

8. **DEVIATIONS FROM SPECIFICATIONS:**

In addition to the above requirements, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal proposal. The absence of a written list of specification deviations at the time of submittal of the proposal will hold the bidders strictly accountable to furnish material, equipment or services in full accordance with the specifications as written, and will be grounds for rejection upon delivery of any item(s) not fully meeting specifications.

9. **INSPECTION:**

Contractor is responsible for identifying all required inspections and coordinating approvals. Refer to II. **STATEMENT OF WORK - F. Final Inspections.**

10. **DISPUTES:**

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Town of Union Bridge's authorized representatives, shall be final and binding on both parties.

11. **LAWS AND REGULATIONS:**

The Contractor shall protect and indemnify the Town of Union Bridge and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

12. **EQUAL OPPORTUNITY:**

It is the policy of the Town of Union Bridge to assure all persons Equal Employment Opportunity, and also to assure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all the Town of Union Bridge contracts for supplies and services. Every contractor or vendor doing business with Town of Union Bridge must agree not to discriminate in any manner against any employee or applicant for employment because of race, color, sex,

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religion, national origin, age, marital status, political affiliation, mental or physical disability and shall be obligated to include a similar requirement in any and all sub-contracts. They must further agree to comply with all applicable federal, state and local laws and executive orders and regulation relating to Equal Employment Opportunity and Minority Business Enterprises.

13. INDEMNITY:

If a contract is awarded, the successful bidder will be required to indemnify and hold the Town of Union Bridge harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the bidder's performance of the contract awarded. Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Town of Union Bridge; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

14. PERMITS and REGULATIONS

The successful bidder shall comply with all applicable federal, state and local laws, rules and regulations. The selected contractor shall obtain and pay for all permits, license and approvals necessary for the execution of the contract. The selected contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work, traffic control (if necessary) and protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities. At least seven (7) days before starting work near gas mains, telephone and electric conduits and other underground utility structures on their appurtenances, the selected contractor shall notify the public utility having jurisdiction, so that the utility may have representatives present if necessary. Any damage to these structures shall be at the selected contractor's responsibility and expense.

15. NONDISCRIMINATION IN EMPLOYMENT

During the performance of this contract, the successful bidder agrees as follows:

The successful bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, age mental or physical disability, marital status or

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national origin. The successful bidder will take affirmative action to ensure that applicants are employed without regard to their race, creed, color, religion, sex, sexual orientation, age, mental or physical disability, marital status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

VI SPECIAL CONDITIONS

1. TOOLS

All necessary tools will be furnished by the contractor at no cost to the Town of Union Bridge.

2. SAFETY

All work is to be performed in compliance with Occupational Safety and Health Administration (OSHA) and Maryland Occupational Safety and Health Administration (MOSHA) standards and regulations. Contractor must furnish crew with all necessary safety equipment at no cost to the Town of Union Bridge. Such equipment includes, but is not limited to: hard hats, safety shoes, goggles, vests, etc.

3. PROPERTY PROTECTION

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidental damage to public or private property during the course of this contract shall be repaired or replaced at the contractor's expense to the satisfaction of the Town Manager, or his designated representative.

PROPOSAL REQUIREMENT FORM

COMPANY NAME _____

ADDRESS _____

PHONE # _____

FAX # _____

EMAIL _____

CONTACT PERSON _____

ATTACH PLAN FOR INSTALLATION AND A LIST OF EQUIPMENT & MATERIALS TO BE USED/INCLUDED:

ATTACH PROOF OF INSURANCE

ATTACH COMMERCIAL CONTRACTORS LICENSE

3 REFERENCES (MUNICIPAL OR CORPORATE): (Please include name, address, phone & fax numbers and email address, if available. Also include names and 3 references for each subcontractor if using any.)

1) _____

2) _____

3) _____

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PROPOSAL PRICE:

\$ _____

\$ _____

TOTAL LUMP SUM

GRAND TOTAL LUMP SUM WRITTEN IN WORDS.

.....
I do hereby certify that the above proposal is submitted by the undersigned and not as agent for anyone else, that no other parties have an interest as principal or agent, and that the undersigned, his/her employees, agents and servants did not directly or indirectly discourage anyone from bidding or submitting any proposal in this matter.

Submitted this _____ day of _____ 2023.

PLEASE CIRCLE: INDIVIDUAL PARTNERSHIP CORPORATION

NAME: _____

Street and/or P.O. Box _____

City _____ State _____ Zip Code _____

Fed ID or SSN _____

Business Phone Number _____ Business Fax Number _____ E-Mail Address _____

(SEAL)

Signature

Date

Print Name

WITNESS: _____
Signature

Print Name