

PROPOSAL

WATER PLANT LAB SCADA SYSTEM/AUTOMATION UPGRADE

ASSUMPTION PARISH WATERWORKS DISTRICT NO. 1 NAPOLEONVILLE, ASSUMPTION PARISH, LOUISIANA

Commissioners

Keith Sheffie

Jamie Boudreaux

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Scott Sternfels

Glen Comeaux

Jeremy Pipsair

Wayne Arboneaux

Paul Lewis

B. J. Francis, Jr., General Manager

Advertisement for Proposals

The Assumption Parish Waterworks, District No. 1, acting through its General Manager, B. J. Francis, Jr., will receive sealed proposals for "Assumption Parish Waterworks District No. 1 Lab SCADA System/Automation Upgrade" at the Main Office - 4633 Highway 1, Napoleonville, LA. 70390, until 2:00 P.M., local time, on Tuesday, August 15, 2017, at which time and place, they will be publicly opened and read aloud. Any proposals received after the above-mentioned time will be returned unopened.

To qualify to put in a proposal, each bidder shall be a properly licensed Contractor in accordance with La. R.S. 37: 2150-2163 for the classification of MUNICIPAL & PUBLIC WORKS CONSTRUCTION. Contractors desiring to submit a proposal shall submit evidence that they hold a license of proper classification that is effective at the time the bidding documents are requested.

There will be a voluntary pre-proposal meeting on Wednesday, August 9, 2017 at 2:00 P.M., local time, at the project site (4633 Highway 1, Napoleonville, LA 70390).

The Owner reserves the right to reject any and all proposals in accordance with Title 38 of the Louisiana Revised Statutes.

Each bidder must deposit with his/her proposal security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of Treasury Circular 570.

A bidder may withdraw his proposal after the proposal opening only in accordance with La. R.S. 38:2214C.

Any person with disabilities requiring special accommodations must contact the Assumption Parish Waterworks District No. 1 no later than seven (7) days prior to the proposal opening.

Instructions for Submitting Proposal

1. QUALIFICATIONS OF BIDDERS

- 1.1. To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, years of Water Plant Project experience, list of previous Water Plant projects completed, present commitments, and such other data as may be called for.
- 1.2. The contractor shall provide support for the system that meets the following criteria:
 - A. Response time following a call out for system repair, support, troubleshooting, or any other reason shall be no more than 1 hour from the time of the call to the technician being on-site.
 - B. Technician availability for system support shall be available twenty four hours a day, seven days a week, and 365 days a year.

2. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA

- 2.1. It is the responsibility of each Bidder before submitting a Proposal to:
 - A. Examine and carefully study the Bidding Document;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Correlate the information known to Bidder, information and observations obtained from visits to the Site;
 - E. Promptly give the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Document and confirm that the written resolution thereof by the Owner is acceptable to Bidder;
 - F. Determine that the Bidding Document is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 2.2. The submission of a Proposal will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section II, that without exception the Proposal is premised upon performing and furnishing the Work required by the Bidding Document and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Document, that Bidder has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by the Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3. PRE-PROPOSAL CONFERENCE

- 3.1. There will be a voluntary pre-proposal meeting on Wednesday, August 9, 2017 at 2:00 P.M., local time, at the project site (4633 Highway 1, Napoleonville, LA 70390).

4. INTERPRETATIONS AND ADDENDA

- 4.1. All questions about the meaning or intent of the Bidding Documents are to be submitted to the Owner in writing. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Owner as having received the Bidding Document. Questions received less than five days prior to the date for opening of Proposals may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the Owner.

5. PROPOSAL SECURITY

- 5.1. Each bidder shall provide a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242.
- 5.2. The Proposal security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Proposal security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Proposal security of that Bidder will be forfeited. The Proposal security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Proposal opening, whereupon Proposal security furnished by such Bidders will be returned.
- 5.3. Proposal security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Proposal opening.

6. CONTRACT TIMES

- 6.1. The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment is 45 working days.

7. PROPOSAL

- 7.1. A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal form.
- 7.2. A Proposal by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
- 7.3. A Proposal by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 7.4. Proposal by an individual shall show the Bidder's name and business address.
- 7.5. A Proposal by a joint venture shall be executed by each joint venture in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 7.6. All names shall be printed in ink below the signatures.
- 7.7. The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.
- 7.8. The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
- 7.9. The Proposal shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Bidder's state contractor license number shall also be shown on the Proposal Form.

8. SUBMITTAL OF PROPOSAL

- 8.1. A Proposal shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Proposal security and other required documents. If a Proposal is sent by mail or other delivery system, the sealed envelope containing the Proposal shall be enclosed in a separate envelope plainly marked on the outside with the notation "PROPOSAL ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Proposal at the place and prior to the time indicated in the Advertisement for Proposal.

9. MODIFICATION AND WITHDRAWAL OF PROPOSAL

- 9.1. A Proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Proposals.
- 9.2. If within 24 hours after Proposals are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, that Bidder may withdraw its Proposal, and the Proposal security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Proposal without forfeiting the Proposal security does not apply to Bidder's errors in judgment in preparing the Bid.

10. OPENING OF PROPOSALS

- 10.1. Proposals will be opened at the time and place indicated in the Advertisement for Proposals and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Proposals and major alternates, if any, will be made available to Bidders after the opening of Proposals.

11. VALUATION OF PROPOSALS AND AWARD OF CONTRACT

- 11.1. Owner reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. Owner further reserves the right to reject the Proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 11.2. More than one Proposal for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Proposal for the Work may be cause for disqualification of that Bidder and the rejection of all Proposals in which that Bidder has an interest.
- 11.3. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work.
- 11.4. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 11.5. If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Proposal, conforming with all the material terms

and conditions of the Instructions to Bidders, is lowest, price and other factors considered.

12. SCORING PROPOSALS

- 12.1. The procurement for the selection of this firm will be in accordance with the requirements of Assumption Parish Waterworks District No. 1, which comply with all State and Federal requirements. All responses received will be evaluated in accordance with the selection criteria and corresponding point system.
- 12.2. The contract for this project will be awarded through a proposal based selection process. All proposals will be reviewed by the Assumption Parish Water District No. 1 Administration.
- 12.3. The top rated firm will be contacted by the Administration to schedule a pre-contract meeting to discuss the project, scope, and fee provisions to prepare a proposed agreement. The agreement will be presented to the Board of Commissioners for their approval and authorization to execute. The proposal will be prepared and fees shall be negotiated with references to the current practices of the Louisiana Division of Administration office of Facility Planning and Control guidelines.

13. CONTRACTORS LIABILITY INSURANCE

13.1. The limits of liability for insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and regulations:

A. Workers' Compensation and Employers Liability:

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| 1) Each Accident: | \$1,000,000 |
| 2) Disease – Each Employee: | \$1,000,000 |
| 3) Disease – Policy Limit: | \$1,000,000 |

B. Contractor's Commercial General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

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| 1) Each Occurrence | \$1,000,000 |
| 2) Damage to Rented Premises (each occurrence) | \$100,000 |
| 3) Medical Expenses (each occurrence) | \$5,000 |
| 4) Personal and Adv Injury | \$1,000,000 |
| 5) General Aggregate | \$2,000,000 |
| 6) Products – Comp/OP Agg | \$2,000,000 |
| 7) Auto – Combined Single Limit | \$ 1,000,000 |