

**Town of Manchester, Connecticut
Purchasing Department**

Request for Proposal

**Process Safety Management Investigation
for New State Road Treatment Facility**

RFP# 20/21-69

**Proposals Due:
June 18, 2021 @ 4:00 p.m.**

**494 Main Street – P.O. Box 191
Manchester, CT 06045-0191
(860) 647-3031**

I. INTRODUCTION

The Town of Manchester Water & Sewer Department is looking for a proposal from a qualified contractor to investigate the current chlorine dosing system at our New State Road Water Treatment Facility for any safety and process improvements that may be required in line with OSHA regulatory requirements (29 CFR 1910.119) Process Safety Management (PSM) and best management practices. The contractor will also produce a cost estimate for the design, installation and training on the equipment along with any written policies required based on the recommendations. The current facility design is circa 1995.

It is expected that the awarded contractor shall provide his written report of the Process Safety Management Investigation to the Water & Sewer Department within one month of the date of award.

II. BACKGROUND INFORMATION

The New State Road Water Treatment Facility treats approximately 1.5 million gallons per day of well water per day and uses 150 lb. chlorine gas cylinders to chlorinate the drinking water. The process area contains two cylinders connected to the system and six cylinders in storage for a total of 1200 lbs. A typical cylinder will have a life span of 10 days. Active chlorine gas detection is in use and a dedicated ventilation system for chlorine gas removal is present to remove any chlorine gas in the event of an accidental release.

III MANDATORY SITE VISIT

A mandatory pre-bid site visit is required of all interested bidders. The Town will not accept proposals from companies who do not attend. The site visit is scheduled for **June 4, 2021 at 10:00 A.M.** Bidders shall meet at the 315 New State Rd. treatment facility.

IV. SCOPE OF WORK

1. Conduct a Process Hazard Analysis (PHA) with assistance from Manchester Water and Sewer. The PHA is to include all aspects of PHA including the system analysis of the process and potential hazardous situations that may occur pointing out system weaknesses and recommended solutions to the problem.
2. Recommend safety upgrades including process safety equipment, information, procedures, process conditions, personal protective equipment, operating procedures, pre-start reviews and equipment maintenance management
3. ation of any written plans, notifications and community right to know required by OSHA or any other pertinent agency for the purposes of emergency response, hazard communication and environmental releases.

4. Identify PSM training required for all individuals at the department include cost to train individuals.

V VENDOR EXPERIENCE

Vendor shall provide evidence of the following:

1. Minimum ten (10) years' experience reviewing PSM for chlorine dosing systems in water treatment.
2. Individual responsible for the proposal must be a Certified Safety Professional (CSP) or Certified Hazardous Materials Manager (CHMM).
3. Profiles on all individuals involved in the project.
4. Vendor shall provide detailed information on the last three (3) projects of similar scope.

VI SUBMISSION DEADLINE

All proposals must be received by **4:00 p.m., June 18, 2021**. Five (5) copies shall be placed in a sealed envelope and clearly marked "**RFP 20/21-69 Process Safety Management Investigation for New State Road Treatment Facility**."

Proposals shall be addressed and delivered to the Director of Purchasing as indicated:

HAND DELIVERY

Town of Manchester, Connecticut
Maureen Goulet, Director of Purchasing
Lincoln Center
494 Main Street
Manchester, CT 06040

U.S. POSTAL SERVICE MAIL DELIVERY

Town of Manchester, Connecticut
Maureen Goulet, Director of Purchasing
PO Box 191
Manchester, CT 06045-0191

All proposals shall be opened and recorded as received. There will be no public reading of proposals. Proposals received later than the time and date specified will not be considered. No proposal may be withdrawn within 30 days after the submission due date.

VII QUESTIONS AND ADDENDA

Questions about this RFP may be directed to Maureen Goulet, Director of Purchasing, by email gensvcs@manchesterct.gov or fax (860) 647-5206 no later than seven (7) days prior to the date proposals are due. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the Town. Answers to these questions will be addressed in an addendum which will be issued on the Town of Manchester Web site at <http://generalservices1.townofmanchester.org/index.cfm/bids/>. **It shall be the responsibility of the bidder to download this information. THE TOWN OF MANCHESTER WILL NOT MAIL A SEPARATE HARD COPY OF ADDENDUM TO BIDDERS.** No addendum will be issued less than 2 (two) calendar days before the scheduled bid opening unless it is to postpone the bid.

VIII CONTENT OF PROPOSAL

Bidders are requested to provide the following information with their submission.

- A. Title page that includes the project name, firm name, address, telephone and fax numbers, names and email addresses of primary contacts, and date.
- B. Table of Contents.
- C. Letter of Transmittal that will state the firms' understanding of the project and indication of their commitment to perform the work.
- D. The following information is requested in the Proposal:
 1. Background statement on the firm, discipline capabilities, principals, staff availability, location, and financial stability. Federal GSA Form SF330 may be used but is not required.
 2. Qualifications and positions within the firm(s) of all technical individuals who will be assigned to the project. Include resumes of these personnel.
 3. List and discuss at least three similar projects by individuals assigned to the project and reference names and addresses for these projects.
 4. All interested firms must submit a detailed statement including the organizational structure under which the firm proposes to conduct business.
 5. The relationship to any "parent" firm or subsidiary firm, with any of the parties concerned, must be clearly defined. In case of multiple firms, the "firm of record" and the party responsible for the coordination shall be identified.
 6. Proposed sub-consultants shall be clearly identified and the principal contact listed.
 7. Concluding statement as to why your firm is the best qualified to meet the needs of the Town and why your firm should be selected.
 8. A fee proposal including all requirements of this RFP.

IX SELECTION PROCESS

Proposals will be reviewed by a selection committee of three or more. Proposals will be evaluated based on the following criteria:

- Quality of the proposal
- Demonstrated experience of the firm and personnel on similar projects
- Understanding of the project scope
- Fee

The committee will select a Contractor based on the above criteria

X GENERAL PROVISIONS

- A. The Town of Manchester is an equal opportunity employer, and requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town, as per Federal Order 11246. By submitting a Proposal for this Request for Proposal, all vendors and contractors agree to this condition of

doing business with the Town and should the Town choose to audit their compliance, the vendor agrees to cooperate fully.

- B. Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any bidder who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty or damages.
- C. All deliveries of commodities or services hereunder shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by the Town of Manchester are exempt from payment of Federal Excise Taxes and the Connecticut Sales Tax and such taxes must not be included in bid prices. Federal Excise Tax exemption certificates, if requested, will be furnished.
- D. The Town reserves the right to reject any and all proposals, to waive any informalities or technical defects in any proposal or discontinue this process at any time and to negotiate fees and final scope of service with selected firm. Non selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Town of Manchester or that no proposal was accepted.
- E. The Town will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act after evaluation and award decisions have been made.
- F. These specifications in their entirety are the property of the Town of Manchester. The Proposer shall not copy or disseminate any portion of these specifications without express written authorization from the Town of Manchester, except as necessary in the preparation of a proposal. Any authorized copies of these specifications or portions thereof shall include a similar paragraph prohibiting further copying or dissemination.
- G. Assignment by the successful respondent to a third party of any contract based on the Request for Proposal or any monies due is prohibited and will not be recognized by the Town of Manchester unless approved by the Town in writing.

XI INSURANCE REQUIREMENTS

Awarded contractor shall submit a current certificate of insurance to the Purchasing Department prior to the start of work. The Town's insurance requirements are included in this specification.

XII LIVING WAGE ORDINANCE

This RFP is subject to the provisions of the Town of Manchester Living Wage Ordinance. A summary description of the ordinance and the certification form is attached. Firms are asked to indicate on the attached Certification Form if your firm would be considered a covered employer. The Certification Form shall be returned to the Town with the proposal.

**STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS
FOR BIDS, PERMITS AND THE USE OF TOWN FACILITIES**

I. GENERAL CONDITIONS:

Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor/insured will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor/ insured's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any failure to comply with reporting requirements and provisions of the policies shall not affect coverage provided to Town, its officers, officials, agents or employees.

- A. Certificates of Insurance: The contractor/insured will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without sixty (60) days advance written notice to the General Services Department. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor/insured's obligation to maintain such insurance. Any failure to comply with reporting requirements and provisions of the policies shall not affect coverage provided to Town, its officers, officials, agents or employees.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Connecticut and considered acceptable by the owner.
- C. Additional Insured: The policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary and noncontributory basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: Coverage, whether written on a claims made or occurrence basis, shall be maintained without interruption from the date of commencement of the Work until date of final payment and then extended for an additional three (3) years from date of final payment.

If any insurance required here is to be issued or renewed on a Claims Made form as opposed to an Occurrence form, the retroactive Date for coverage will be no later than the commencement date of the project. The Claims Made form will have an Extended Reporting Period of three years from the date of project completion. All Claims made policies cancelled or non-renewed and not replaced by a subsequent claims made policy will have an Extended Reporting period of three years from the date of cancellation or non-renewal.

- E. Subcontractors' Insurance: The contractor/insured will require each subcontractor hired by and/or employed by contractor/insured to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor/insured will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor/subcontractor will purchase required insurance policies that shall be endorsed with a waiver of subrogation and all rights of recovery in favor of the Town, its officers, officials, agents and employees. The contractor/insured will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Hold Harmless: The contractor/insured shall defend, indemnify and hold harmless the owner, officers, officials, agents and employees, and if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor/ insured, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. INSURANCE LIMITS AND COVERAGE:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage's of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor/ insured's sole responsibility.
- C. Workers' Compensation Insurance: With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Workers' Compensation insurance as required by the laws of the State of Connecticut.

Employer's Liability insurance shall be provided in amounts not less than:

- \$500,000 per accident for bodily injury by accident;
- \$500,000 policy limit by disease; and
- \$500,000 per employee for bodily injury by disease

D. Commercial General Liability Insurance: With respect to the operations the Contractor performs and also those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Commercial General Liability insurance, including Contractual Liability, Products and Completed Operations, Broad Form Property Damage and Independent Contractors. See chart below for applicable minimum coverage amounts.

Contract Amount (\$)	Minimum Single Occurrence Amount (\$)	Minimum Annual Aggregate Amount (\$)
0 - 2,000,000	1,000,000	2,000,000
2,000,001 - 10,000,000	2,000,000	4,000,000
> 10,000,000	4,000,000	8,000,000

Notes:

- If underground work is to be undertaken, each policy shall have coverage for and exclusions removed for “Explosion, Collapse and Underground” (“XCU”).
- Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor/insured or insured from the Fire Marshall.

E. Automobile Liability Insurance: The Contractor shall obtain automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project for all damages arising out of bodily injury to or death of all persons and/or injury to or destruction of property; in any one accident or occurrence. This policy shall not be subject to an annual aggregate limitation. See chart above for applicable minimum coverage amounts.

F. Owner’s and Contractor’s Protective Liability Insurance for and in the Name of the Town and/or State: With respect to the Contractor’s Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the Town and/or State for each accident or occurrence resulting in damages from bodily injury to or death of persons and/or injury to or destruction of property. See chart below for applicable minimum coverage amounts.

Contract Amount (\$)	Minimum Single Occurrence Amount (\$)	Minimum Annual Aggregate Amount (\$)
0 – 20,000,000	1,000,000	2,000,000
20,000,001 – 50,000,000	2,000,000	4,000,000
> 50,000,000	4,000,000	8,000,000

G. Excess Coverage: Contractor shall purchase and maintain excess or umbrella liability insurance with a limit of not less than \$5,000,000, covering all lines of insurance required by this contract.

Summary Description for Vendors Regarding Manchester's Living Wage Ordinance

Effective February 1, 2010, the Town of Manchester adopted a living wage ordinance. This Summary Description is designed to provide any vendor bidding on a Town of Manchester contract with the key provisions of that ordinance. It does not contain the full ordinance.

LIVING WAGE REQUIREMENT:

The ordinance requires that companies awarded service contracts by the Town of Manchester exceeding \$25,000 in any one fiscal year pay their **Eligible Employees a living wage**. Companies considered **Covered Employers** subject to this requirement are defined below. The Town of Manchester has determined that the contract resulting from this bid or Request for Proposals will be subject to the ordinance if the total contract value is \$25,000 or more in any one fiscal year.

The living wage is currently calculated to be \$14.49/hour for employees that are provided comprehensive health care benefits, or \$19.39/hour for employees that are not provided comprehensive health care benefits.

The living wage and health benefit requirements are adjusted annually each July, effective July 1, 2010. Companies will be required to pay the applicable living wage rate in effect during the term of their contracts.

COVERED EMPLOYERS AND EXEMPTIONS:

The ordinance requires that Covered Employers pay the living wage rate. Certain employers are excluded from paying the living wage rate. They are as follows:

- Non-profit organizations as defined by the ordinance, and
- Entities that employ less than 25 eligible employees.

ELIGIBLE EMPLOYEES:

Eligible employees are **all permanent, full time employees** of the company (defined as a normal work week of at least 30 hours), working in the State of Connecticut, **not just those working on the Town contract**. The following are not considered eligible employees for the purposes of the living wage requirement:

- Employees with a normal work week of less than 30 hours.
- Seasonal or temporary employees.
- Employees under the age of 18.
- Employees hired as part of a school-to-work program.

- Students who serves in a work-study program or as an intern.
- Trainees participating for not more than six months in a training program.
- Employees enrolled in a governmentally funded vocational rehabilitation program.
- Volunteers working without pay.
- Employees exempted under Section 14(c) of the Fair Labor Standards Act due to disabilities.
- Any person whose wage rate is subject to a federal or State of Connecticut statute or regulation mandating a prevailing wage rate.

EMPLOYER OBLIGATIONS:

Covered Employers are required to do the following pursuant to the ordinance.

- Certify with the submission of their bid or proposal a) that they will pay the required living wage to eligible employees if awarded a contract, or b) that they are exempt from requirements of the ordinance,
- Upon award, covered employers shall provide the Town a sworn affidavit affirming that all eligible employees of the covered employer working in the State of Connecticut are receiving the living wage and health benefits required by this ordinance.
- This sworn affidavit shall be provided thereafter on an annual basis within 30 days of a request being made by the Town if the duration of the contract exceeds one (1) year.
- Notify their employees of their rights under the Living Wage Ordinance by posting a copy of the ordinance and other materials prepared by the Town of Manchester in locations where employees will see them.
- Make best efforts to attempt to hire residents of the Town of Manchester for all new positions which result from a service contract subject to the ordinance.

PROHIBITED PRACTICES:

- Covered Employers cannot decrease non-wage benefits (such as insurance, vacation, or pension) as a means of complying with the living wage requirements.
- Covered Employers cannot retaliate or discriminate against any employee for making a complaint against the covered employer regarding compliance with living wage requirements.

ENFORCEMENT:

The Town may enforce the provisions of this ordinance by the imposition of fines, suspension of contract or declaring the Covered Employer ineligible for future contracts.

WAIVERS:

The ordinance provides for the waiver of certain requirements in the ordinance. However, no waivers will be considered until the bidding process has been completed and a contract has been awarded. Requests for waivers must be made by the Covered Employer, in writing, to the General Manager. The General Manager shall submit the waiver request to the Board of Directors, which shall have the sole discretion as to whether it is granted.

The above is intended to be a summary of the requirements of the living wage ordinance as they affect covered employers and is provided for informational purposes only. Employers should read the entire Living Wage Ordinance. It can be found online at www.townofmanchester.org on the left side of the page. Click on Document Center, scroll to General Services and click on Living Wage Ordinance.

**TOWN OF MANCHESTER
LIVING WAGE CERTIFICATION FORM**

The Town of Manchester has determined that this contract may be subject to the provisions of the Manchester Living Wage Ordinance, Chapter 212 of the Manchester Code of Ordinances, Sections 212-1 through 212-11.

Bidders are required to indicate whether they are a Covered Employer as defined by the Manchester Living Wage Ordinance or are exempt from the requirements by marking the appropriate section below. **FAILURE TO INDICATE MAY RESULT IN THE REJECTION OF YOUR BID.**

_____ I/We are a covered employer and shall pay the required living wage to eligible employees and comply with the requirements of the ordinance during the term of the contract.

Or that:

_____ I/We are not a Covered Employer and therefore not subject to Manchester's Living Wage Ordinance for the reason indicated below:

_____ Charitable foundations, charitable trusts or nonprofit agencies or nonprofit corporations, provided that the foundation, trust or nonprofit agency or corporation is exempt from federal income taxation and may accept charitable contributions under Section 501 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended.

_____ Bidder employs less than twenty five (25) eligible employees.

_____ Annual contract value is less than \$25,000.

I, _____ of _____ do hereby certify
Officer, Owner, Authorized Rep. Company Name

that the representations made above are accurate for _____ :
Bid Name or RFP Name

Signed by: _____ Dated: _____

TO BE RETURNED WITH BID OR RFP SUBMISSION.