

# Request for Proposals

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## Complete In-Place Attenuation Systems

Contract Specialist: **Mark Carroza**

Date Issued: **June 25, 2013**

Due Date: **July 12, 2013 at 2:00PM EDT**

**Department of Administrative Services**



**State of Connecticut**  
**Department of Administrative Services**  
**Request for Proposals to provide**  
**Complete In-Place Attenuation Systems**  
**Date June 25, 2013**  
**RFP No. 13PSX0189**

Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed proposals will be received by Procurement Services for the State of Connecticut, at the address provided in this Request for Proposal (“RFP”) for furnishing the commodities and/or services herein listed.

The Department of Administrative Services welcomes the opportunity to work with our customers and suppliers to provide Various Crash Cushion Attenuating Systems for the Department of Transportation to the State of Connecticut as outlined throughout this RFP document.

We invite you to be part of this effort.

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# Request for Proposals

## Complete In-Place Attenuation Systems

### Overview

This is a supplemental proposal. Successful vendors will be added to contract number 09PSX0385.

Work consists of the complete-in-place replacement of Impact Attenuation systems currently installed. The installed replacement systems shall be manufactured in accordance with current standards including any improvements and changes in technology that were developed since the original unit was installed.

It is the intent of the State of Connecticut, to have severely damaged attenuator units/systems replaced complete-in-place by the Contractor. Any system within the State may be selected for replacement, based on need, at any time during the contract period.

## Scope

The contract term will be from Date of Award through August 31, 2014 with option to extend for the length of the original term or portions thereof.

Proposals are requested for the complete-in-place replacement of units of the sizes and types specified in the Price Schedule on a lump sum basis, including removal and salvage of the existing system and delivery and all materials, labor and equipment necessary to make the replacement system complete and fully functional. All systems shall include sheeting tape and/or object markers on the end unit being installed. Prices shall remain firm throughout the contract period.

### **FORM 816 - PROJECT SPECIFICATIONS**

FORM 816 is ConnDOT's "Standard Specifications for Roads, Bridges and Incidental Construction". Work is to be in accordance with FORM 816, including all supplements and other applicable standards. Copies of these Standard Specifications, FORM 816 may be purchased from:

State of Connecticut  
Department of Transportation  
Manager of Contracts  
P.O. Box 317546  
2800 Berlin Turnpike  
Newington CT 06131-7546

The price is twenty dollars (\$20.00) if the FORM 816 is mailed and sixteen dollars (\$16.00) if the FORM 816 is picked up. Checks are to be made out to: Treasurer- State of Connecticut., or you may go to the following:

[www.ct.gov/dot/cwp/view.asp?a=3609&q=430362](http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362).

### **ALLOWABLE TIME BEFORE START OF WORK**

The Contractor shall start work within fifteen (15) days after a purchase order is issued.

### **TRAFFIC CONTROL**

Traffic control will be provided by the State. The Contractor will be responsible for arranging for traffic control with the State's representative.

### **SAFETY EQUIPMENT**

- A. All work shall comply with all applicable State and Federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- B. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

## **ENVIRONMENTAL COMPLIANCE**

Contractors will be required at all times, to be in compliance with the environmental laws and regulations promulgated by the State of Connecticut, Department of Energy and Environmental Protection (DEEP). During any period that a contractor is found to be in noncompliance, no new purchase orders will be issued. The contractor shall comply with Section 1.07.16 of FORM 816.

## **STANDARDS**

Contractors supplying services are required to comply with the current Connecticut Occupational Safety and Health standards (OSHA), Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations and any other applicable Federal and State standard or regulation.

## **INVOICES AND PAYMENTS**

The Accounts Payable Unit through the Comptroller's Office will issue Payments. Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices must include:

1. Contractor F.E.I.N. or Social Security number.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and/or material supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices to the following address:

Department of Transportation  
Attn: Accounts Payable SWIA  
P.O. Box 317546  
Newington, CT 06131-7546

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

## Proposal Requirements

### I. **Contract Period**

The State intends that this contract shall be in effect beginning April 1, 2010 and ending on March 31, 2014. The State reserves the right to extend this contract for a period up to the full original contract term or parts thereof with mutual consent between both parties.

### II. **Mandatory Extension to State Entities**

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

### III. **Set Aside Participation**

There is no set-aside component in this proposal.

### IV. **Motor Carrier Safety Review.** If the performance of the Contract requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, or other motor vehicle with a gross vehicle weight rating (GVWR) of 18,000 pounds or more, each proposer will be the subject of an evaluation, conducted by the Connecticut Department of Motor Vehicles (CTDMV) of its motor carrier safety fitness. The primary factor in the evaluation is the current SAFESTAT score, calculated by the U.S. Federal Motor Carrier Safety Administration (FMCSA) in accordance with the provisions of Title 49, Section 385.1, et seq., of the Code of Federal Regulations.

To be deemed qualified, the proposer must have an overall SAFESTAT category rating of "D" or better, on the date of evaluation. In addition, the proposer's driver and vehicle out-of-service rates will be consulted. The rates are determined by the number of out-of-service violations cited to the motor carrier in the course of all official, reported vehicle and/or driver inspections conducted during the preceding thirty (30) months. To be deemed qualified, the proposer must not have either a vehicle or driver out-of-service rate, by percentage of out-of-service violations per the total number of inspections reported, that is more than twice the national average. In addition, the proposer must have a current federal safety management practices rating of "Satisfactory," as defined in 49 CFR section 385.3, as amended.

Further information concerning the motor carrier safety evaluation, to which a proposer is subject, may be obtained from CTDMV, at <http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206&dmvPNavCtr=#49068>. All official inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website, at <http://www.ai.volpe.dot.gov/>.

### V. **Pre-Meeting Requirements**

No pre-proposal meeting will apply. Rather, questions may be addressed in writing as identified on page 11 of this section.

### VI. **Quantities and/or Usages**

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

**VII. Brand Name Specifications and/or References**

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. Proposals on comparable items must clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. **Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.**

**VIII. Contract Award**

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in it's entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Vendor Award

**IX. Stability of Proposed Prices**

Any price offerings from proposers must be valid for a period of 24 Months days from the due date of the proposals.

**X. Amendment or Cancellation of the RFP**

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

**XI. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

**XII. Proposer Presentation of Supporting Evidence**

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

**XIII. Proposer Demonstration of Proposed Services and or Products**

At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

**XIV. Erroneous Awards**

DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.

Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.

**XV. Proposal Expenses**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

**XVI. Ownership of Proposals**

All proposals shall become the sole property of the State and will not be returned.

**XVII. Ownership of Subsequent Products**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

**XVIII. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

**XIX. Subcontractors**

DAS must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of DAS or her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to DAS upon request. The successful proposer must provide the majority of services described in the specifications.

## **Selection Criteria**

- 1. Cost of contract; ability to operate within state budget constraints.**
- 2. Performance on similar contracts.**

## Instructions to Proposers

### I. Proposal Schedule

Release of RFP:	Date: June 25, 2013
Receipt of Questions:	Date: July 5, 2013 by 5:00PM
Answers to Questions posted as Addendum:	Date: July 8, 2013 by 3:00PM
Proposal Due Date:	Date: July 12, 2013 by 2:00 PM

### II. Proposal Submission

Proposals shall be submitted online by the RFP due date and time only. Proposers must upload their RFP submission to their BizNet Account. Any material that is not submitted online with your company's RFP submission shall not be accepted under any circumstances. No documentation shall be submitted by hard copy, fax or email.

## Submittal Requirements

- **All required forms as stated in BizNet, successfully uploaded.**

## CONTRACT

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state will pursue negotiations with the highest scoring proposal. If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in "Contract". The contract may include a liquidated damages clause at the discretion of the State.

## Index of Abbreviations/Definitions and Other Related Comments

DAS	Department of Administrative Services
DOT	Department of Transportation
FOIA	Freedom of Information Act
RFP	Request for Proposal