

BID PACKAGE

CITY OF COVINGTON PURCHASE OF STOCK PUMPS

BID OPENING DATE: 12/01/2022

BID OPENING TIME: 2:00 P.M.

November 2022



MARK R. JOHNSON
Mayor

CITY OF COVINGTON
317 NORTH JEFFERSON AVENUE
COVINGTON, LOUISIANA 70433

ADVERTISEMENT FOR BIDS

Sealed bids will be received until the hour of **2:00 P.M.**, local time, **Thursday, December 1, 2022** at the office of the City Engineer, City Hall, 317 N. Jefferson Avenue, Covington, LA 70433; for furnishing all supplies listed in the **Purchase of Stock Pumps** for the City of Covington, Louisiana. Bids will be opened and publicly read aloud after **2:00 P.M., local time**, in the City Hall Conference Room, City Hall, Covington, Louisiana. Any bids received after **2:00 P.M.**, local time, will be returned unopened.

The work consists of: Furnishing and delivering stock pumps for City of Covington Public Works Department. Model numbers listed in the bid form may only be substituted for approved equivalent items which must fit the rail systems for the pump it is proposed as an equivalent for. Equivalent items must be approved via addendum. See deadlines listed below for inquiries and addenda.

The outside envelope in which the bid is placed must be clearly marked as follows:

**Sealed Quote: CITY OF COVINGTON
PURCHASE OF STOCK PUMPS**

Bid Due Date and Time: Thursday, December 1, 2022; 2:00 P.M.

INCLUDE: Company's name and address

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Written inquiries should be submitted via email to cbaker@covla.com . Deadline to submit written inquiries is 11:00 A.M., local time, Wednesday, November 23, 2022. Inquiries shall be answered via addendum no later than 2:00 P.M., local time, Monday, November 28, 2022, unless extended via addendum.

INSTRUCTIONS TO BIDDERS

SECTION 1. BID FORM

A. GENERAL

- (1) Sealed bids will be received in the office of the City Engineer, City Hall, 317 N Jefferson Avenue, Covington, LA 70433, until the date and hour specified in Advertisement for Bids. Late bids will not be accepted.
- (2) All bids submitted are subject to these instructions and any special conditions and specifications contained herein, all of which are made part of this bid proposal.
- (3) The City of Covington reserves the right to reject any and all bids in whole or in part and to waive any and all formalities in the best interest of the City, pursuant to the law.
- (4) Only bids written in ink or type written and properly signed by a member of the firm or authorized representative, will be accepted. Pencil and/or photostatic figures or signatures will disqualify bid.
- (5) For submission of bids, the only form used shall be the form provided by the City. Additional copies of this form may be furnished at the cost of reproduction.
 - (a) The plans, specifications, and other documents designated in the form will be considered a part of the bid whether attached or not.
 - (b) Forms must be made out in ink or typed. Illegibility or ambiguity therein may constitute justification for rejection of the bid.
- (6) The purpose and intention of this invitation to bid is to afford all suppliers/contractors an equal opportunity to bid on supplies and/or equipment listed in this bid proposal. The City of Covington will accept one bid only from each vendor. Items included in the bid must meet or exceed specifications.
- (7) **USE OF BRAND NAMES AND STOCK NUMBERS.** Where brand names, make, manufacturer or stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, style, type and character provided brand names and stock numbers are specified. Complete product data may be required prior to award.
- (8) This complete and detailed Bid Request is available for public inspection and downloading in electronic form at the city's website at www.covla.com/finance. It is also available for public inspection and downloading in electronic form at Central Bidding (www.centralbidding.com). Electronic Bids may be submitted at Central Bidding (www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.
- (9) It is the Bidder's responsibility to check the either the City's website or Central Bidding's website frequently for any possible addenda that may be issued. The City of Covington is not responsible for a bidder's failure to download any addenda documents required to complete a Bid Request.

- (10) Each bid must be submitted in a sealed envelope bearing on the outside: the name of the company, its address, and the name of the project for which the bid is submitted.
- (11) Further, the City of Covington reserves the right to cancel this contract at anytime and for any reason by issuing a thirty (30) day written notice to company.

B. PRICE

- (1) In the event there is a difference in unit prices and totals, the unit prices shall prevail. In the event there is a difference in unit prices, written unit prices shall prevail over numerical unit prices.
- (2) The price quoted to supply labor and materials to the City of Covington shall include all costs necessary for the complete performance of the work in full conformity with the conditions of the Contract Documents, and shall include all licenses and permit fees and all applicable Federal, State, County or Parish, Municipal, or other taxes due by the contractor.
- (3) The quantities listed on the bid form are prepared for comparison of bids and may be approximate. Payment to the contractor will be made in accordance with measurement and payment requirements for bid items and other requirements of the project specifications. Bid item quantities may be increased, decreased, or omitted as provided in the specifications.
- (4) SALES TAXES. The City of Covington is exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state of sales and use tax will be provided upon request. (LSA-R.S. 47:301(8)(c)).
- (5) Prices quoted by the Contractor should be submitted on the price schedule on pages 11 & 12. Bid prices shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B destination.

C. SIGNING

- (1) The Proposal shall be properly signed with ink by the Contractor submitting the Quote. If this Contractor is an individual, his name and his post office address should be shown; if a firm or partnership, the name and post office address of each member of the firm or partnership should be shown; if a joint venture, the name and post office address of each member or officer of the firm represented by the joint venture should be shown; if a corporation, the name of the corporation and business address of its corporate officials should be shown; and if a limited liability company, the name and business address of each managing member should be shown.
- (2) Evidence of agency, corporate, limited liability or partnership authority is required for submission of bid. Such fact shall be contained in the bid documents and proof shall be provided with the bid in accordance with the provisions of LSA-R.S. 38:2212 O. **FAILURE TO DO SO SHALL RESULT IN BID BEING REJECTED.**

SECTION 2. WITHDRAWAL OR REVISION OF BIDS

- A. A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided that a request in writing, executed by the Contractor or his duly authorized representative, is filed with the Owner prior to that time. When such a request is received, the bid will be returned to the Contractor unopened.
- B. Written communications, over the signature of the Bidder, to modify bids will be accepted and the bids corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of bids. Oral, telephonic, telegraphic modifications will not be considered.
- C. No bid can be modified or corrected after the hour set for opening such bids.
- D. No bid can be withdrawn after the hour set for opening such bid except as provided in LSA-R.S. 38:2214C, i.e. bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the City of Covington, 317 N. Jefferson Avenue, Covington, LA 70433, within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or material used in the preparation of the bid sought to be withdrawn. If the City of Covington determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or service, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor. A contractor who attempts to withdraw a bid under these provisions shall not be allowed to resubmit a bid on the project (LSA-R.S.38:2214D).

SECTION 3. INTERPRETATION OF CONTRACT DOCUMENTS

- A. No oral interpretation will be made to any Bidder as to the meaning of the drawings, specifications, or contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer, Architect or person distributing plans and specifications. No inquiry received within three (3) days prior to the day fixed for opening of the bids will be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications and shall be issued as set forth above in Section 1A(8)(b). All such addenda shall become a part of the Contract Documents. Failure of any Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under his Bid as submitted without modification.
- B. The specifications and plans are complementary of each other and all work called for or reasonably implied by either shall be performed as if called for by both. In case of conflict between the requirements of the specifications and plans, the specifications shall take precedence. Figured dimensions shall take precedence over scale dimensions, and larger scale details shall take precedence over smaller scale details in the general work drawings.

SECTION 4. REJECTION OF BIDS

- A. The Owner reserves the right to reject any or all Bids, to waive informalities, and to make award as it may elect, pursuant to the law. Incomplete, informal, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned, directly or indirectly, with more than one Bid will cause rejections of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of his competence and ability to perform the work stipulated in his Proposal. If satisfactory evidence of competence to perform work is not furnished, the bid shall be rejected.
- B. Additionally, bids may be considered irregular and be rejected for any of the following, but is not limited to the following circumstances;
- (1) If the bid form is on a form other than that furnished by the City or if the form is altered or any part thereof is detached.
 - (2) If affidavits included in bid documents and/or required by law are not returned within 10 days after bid opening or are not properly executed and notarized.
 - (3) If there are unauthorized additions, conditional or alternate bids or irregularities which alter the general terms and conditions, the plans or specifications, or make the bid incomplete, indefinite, or ambiguous as to its meaning.
 - (4) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.
 - (5) If an owner or a principal officer of the bidding firm is an owner or a principal officer of a firm which has been declared by the City to be ineligible to bid.
 - (6) If the proposed bid guaranty does not meet the requirements of Section 1E Bid Guaranty.
 - (7) If more than one proposal for the same work, services, materials or supplies is received from an individual, partner, firm, corporation, joint venture, other legal entity, or combination thereof under the same or a different name.
 - (8) The bid is not properly signed or the authority of the signed person submitting the bid is deemed insufficient or unacceptable.
 - (9) Any other reasons for rejection set forth by City, State or Parish laws, ordinances or resolutions.

SECTION 5. FAMILIARITY WITH LAWS AND ORDINANCES

- A. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affect the work or its prosecution.
- B. These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

- C. In case of conflict between the requirements of these specifications and any State and/or Federal Regulations or Laws, the State and/or Federal Regulations or Laws shall take precedence in all cases in which State and/or Federal Funding of the contract, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

SECTION 6. DRAWINGS, ETC.

Bidders shall thoroughly examine and be familiar with Drawings, Specifications, and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, drawing, or document or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his Bid and the responsibility in the premises rests with him. Submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, and contract forms.

SECTION 7. AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall have complied with all the requirements necessary to render it formal. The successful Bidder will be notified by telegram or letter mailed to the address shown on the Proposal that his bid has been accepted and that he has been awarded the Contract. No contract shall be executed with any Contractor until their certificates of insurance, performance bonds, labor and materials payment bonds, or any other bonds required are made satisfactory to the Owner.

SECTION 8. DISQUALIFICATION OF BIDDERS

- A. The causes for disqualification from consideration for award of a contract with the City of Covington are as follows:
- (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor;
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City of Covington to be serious as to justify disqualification:
 - (a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification;

- (5) Any other cause the City determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity for any cause;
- (6) Violation of the State Code of Ethics
- (7) Failure to secure and/or maintain necessary licenses and/or permits;
- (8) Failure to comply with or meet bid specifications and or failure to be a responsible bidder.

SECTION 9. EXECUTION OF CONTRACT

The successful Bidder shall execute the Contract with the Owner in the form of the Contract included in the Specifications, a copy of which is annexed hereto, in such number of counterparts as the Owner may request within twelve (12) days after receipt of notice of award of the Contract by the Owner. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the Contractor, with the Recorder of Mortgages at the St. Tammany Parish Clerk of Court.

SECTION 10. MISCELLANEOUS

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, sex or religion under Title VII of the Civil Rights Act of 1964, as amended; nor discriminate on the basis of age under the Age Discrimination Act of 1975, as amended; nor with respect to an otherwise qualified handicapped individual as provided in Title V of the Rehabilitation Act of 1973; as amended. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k) (5) of the Regulations.

SECTION 11. ADDITIONAL REQUIRED INFORMATION/DOCUMENTATION TO BE SUPPLIED BY THE LOW BIDDER

To the extent that the front end documents, including the Instructions to Bidders, General Conditions and Supplementary Conditions, require that any information or documentation be supplied with the bid, and which said information or documentation is not allowed to be required with the bid under the Louisiana Uniform Public Works Bid Form, then the requirement to provide it with the bid is waived. All such required information or documentation not provided with the bid must be provided within 10 calendar days of bid opening by the apparent low bidder. Failure to provide said information and documentation within the 10 calendar days shall be grounds to declare the bid non-responsive.

SECTION 12. COST OF OFFER PREPARATION

The City is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the bid or any other expenses incurred by the Bidder in responding to the Bid Request are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the City of Covington.

SECTION 13. PRIME CONTRACTOR RESPONSIBILITIES

The selected Contractor shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. The City shall consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

ITEM DESCRIPTIONS

Items to be furnished and delivered by the Contractor are described as follows:

Item # 1 - FLYGT PUMP # NP3306.715 or approved equal with 430mm discharge, 150 HP, and must fit on rail system for existing Flygt Pump #NP3306.715.

Item # 2 - FLYGT PUMP # NP3202.095 or approved equal with 6" discharge, 45 HP, and must fit on rail system for existing Flygt Pump #NP3202.095.

Item # 3 - ZOELLER PUMP # F6223-A or approved equal with 6" discharge, 15 HP, and must fit on rail system for existing Zoeller Pump #F6223-A.

Item # 4 - GRUNDFOS PUMP # SL1.45.A80.330.4 or approved equal with 8" discharge, 32.9 HP, and must fit on rail system for existing Flygt Pump #NP3202.095.

Item # 5 - GRUNDFOS PUMP # F0206BHEC525 or approved equal with 6" discharge, 20 HP, and must fit on rail system for existing Flygt Pump #NP3202.095.

Unit prices shall include all applicable fees and costs associated with furnishing and delivering the items. No provisions will be made for additional charges or price increases. Bid prices shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B destination.

CITY OF COVINGTON BID FORM

TO: City of Covington
317 N. Jefferson Avenue
Covington, LA 70433

BID FOR: City of Covington
Purchase of Stock Pumps

The undersigned Contractor hereby declares and represents that she/he; a) has carefully examined and understands the BID Documents, b) has not received, relied on, or based her/his Bid on any verbal instructions contrary to the Bid Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bid Documents prepared by: City of Covington and dated: November 2022

Contractors must acknowledge all addenda. The Contractor acknowledges receipt of the following **ADDENDA:**
(Enter the number the Designer has assigned to each of the addenda that the Contractor is acknowledging) _____ .

TOTAL BASE BID: For all work required by the Bid Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:
_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bid Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
_____ Dollars (\$ _____)

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER (if applicable): _____

NAME OF AUTHORIZED SIGNATORY OF CONTRACTOR: _____

TITLE OF AUTHORIZED SIGNATORY OF CONTRACTOR: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF CONTRACTOR **: _____

DATE: _____

UNIT PRICE FORM

TO: City of Covington
317 N. Jefferson Avenue
Covington, LA 70433

BID FOR: City of Covington
Purchase of Stock Pumps

UNIT PRICES: This form shall be used for any and all work required by the Quote Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Quote or <input type="checkbox"/> Alt.# __ FLYGT PUMP # NP3306.715, 430 mm, 150HP (OR EQUIVALENT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Quote or <input type="checkbox"/> Alt.# __ FLYGT PUMP # NP3202.095, 6", 45HP (OR EQUIVALENT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Quote or <input type="checkbox"/> Alt.# __ ZOELLER PUMP # F6223-A, 6", 15HP (OR EQUIVALENT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
3	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Quote or <input type="checkbox"/> Alt.# __ GRUNDFOS PUMP # SL1.45.A80.330.4, 8", 32.9HP (OR EQUIVALENT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
4	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Quote or <input type="checkbox"/> Alt.# __ GRUNDFOS PUMP # F0206BHEC525, 6", 20HP (OR EQUIVALENT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
5	1	EA		