TOWN OF TRUMBULL, CONNECTICUT

REQUEST FOR PROPOSAL, CONDITIONS, SPECIFICATIONS, SPECIAL PROVISIONS AND DRAWINGS

ROOF REPLACEMENT
MADISON MIDDLE SCHOOL
TRUMBULL, CONNECTICUT 06611

RFP #6050  DUE: APRIL 10, 2014 at 3:00PM

PREPARED FOR THE TOWN OF TRUMBULL BY:
ANTINOZZI ASSOCIATES
271 Fairfield Avenue
Bridgeport, Connecticut 06604
(203) 377-1300 - (203) 378-300 -Fax
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Sealed proposals for replacement of the roof at Madison Middle School, 4360 Madison Avenue, Trumbull, CT will be received at the office of the Town Purchasing Agent, 5866 Main Street, Trumbull, CT, on or before the date indicated above.

Proposal documents can be accessed from the Town of Trumbull website (www.trumbull-ct.gov) in the Purchasing Department Section - link to “Bid Invitations”. The consulting engineer for this project is: Paul Lisi, Antinozzi Associates, Bridgeport, CT (203-377-1300).

A Pre Bid meeting will be held at the School on TUESDAY, MARCH 25, 2014 at 3:30 PM for interested parties.


Proposal Security is required in the amount of ten percent (10%) of the base proposal and shall be in the form of a Certified Check or Bid Bond. A Performance and Payment Bond in the full amount (100%) of the contract is required and shall be included in the Base Proposal.

The Town of Trumbull reserves the right to waive and/or reject any and all proposals or any part thereof, waive the information in the proposal process, and reject any unqualified proposals, or accept any proposal or part thereof, deemed to be in the best interest of the Town of Trumbull.

Robert Chimini
Purchasing Agent
TOWN OF TRUMBULL, CONNECTICUT
BOARD OF EDUCATION
REQUEST FOR QUOTATION
MADISON MIDDLE SCHOOL
ROOF REPLACEMENT

GENERAL INSTRUCTIONS

RFP NUMBER: 6050 DUE: APRIL 10, 2014 AT 3:00PM

The Town of Trumbull, Connecticut (hereinafter referred to as Town or BOE), through the Office of the Purchasing Agent, will accept sealed proposals from qualified parties (herein after referred to as proposers, contractors, or firms) for replacement of the roof at Madison Middle School, 4360 Madison Avenue, Trumbull, CT, in accordance with the attached specifications and scope of work.

NOTE: A PRE BID MEETING AND WALK-THROUGH WILL TAKE PLACE ON TUESDAY, MARCH 25 AT 3:30 PM AT THE SCHOOL.

1. PREPARATION OF PROPOSALS
Proposals shall be submitted by using the enclosed PROPOSAL FORM that accompanies this request. Submit one (1) ORIGINAL and one (1) EXACT COPY. Proposals should be prepared in a clear, concise and legible manner to permit proper evaluation of responsiveness.

Proposers must submit a list of all equipment to be used and specification sheets for the generator equipment to allow proper bid evaluation. Proposers may also submit, under separate cover with their proposal, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should a purchase order be awarded.

2. PROPOSAL SUBMISSION
Proposals are to be submitted in DUPLICATE in a sealed envelope and addressed as follows:

Purchasing Agent – RFP 6050, DUE: November 14, 2013
Town of Trumbull
5866 Main Street
Trumbull, CT 06611

Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery period requested.

3. PROPOSAL TIME
a) Proposals shall be received at the office of the Purchasing Agent, Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud. No award will be made at that time. All proposals received with be forwarded to the BOE for a completed
b) A firm may withdraw a proposal at any time prior to the above scheduled date and time. Any Proposal received after the above scheduled date and time shall not be considered or opened.

4. TOWN OPTIONS
a) The Town of Trumbull reserves the right to reject any and all Proposals and does not bind itself to accept the lowest price proposal or any proposal. The Town reserves the right to ask for new Proposals in whole or in part, or to reject any or all Proposals, or any part thereof, and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.

b) If a proposal does not meet or better the required specifications, requirements, and scope of work requested on all points that must be outlined in a letter attached to the proposal otherwise it will be presumed that the Proposal as proposed is in accordance with the required specifications.
5. **TAXES**  
All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in Proposal prices. A Town Tax Exemption Certificate shall be furnished upon request.

6. **INQUIRIES**  
All inquiries regarding this request shall be answered up to the close of business April 7, 2014 after which time no additional questions will be accepted. To ensure consistent interpretation of certain items, answers to questions the Town deems to be in the interest of all proposers will be made available in writing or by Fax as appropriate to all. Inquiries may be directed to the Mr. Stephen Kennedy, BOE Plant Operations (203.4524306); general inquiries for drawing or specification clarifications may be directed to Mr. Paul Lisi, Antinozzi Associates, (203.377.1300).

Additionally, after proposals are received, the Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened.

7. **AWARD AND AUTHORITY**  
The Town Purchasing Agent will issue notification of award in writing.

8. **PRICING**  
   a) Proposers are requested to quote as a complete “Turn Key” installation.
   b) All prices quoted are to be firm for a period of at least ninety (90) days following Proposal opening.
   c) Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost reduction opportunities.

9. **ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS**  
Any assignment or subcontracting by the selected firm, to another vendor, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

10. **HOLD HARMLESS CLAUSE**  
The selected contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under an agreement with the Town, whether or not due in whole or in part of any act, omission or negligence of the Town or any of his representatives or employees.

11. **WORK REGULATIONS, PREVAILING WAGE, AND STANDARDS**  
All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. State of Connecticut Prevailing Wage standards apply for this project (attached). All services performed shall also conform to the latest OSHA standards and/or regulations.

12. **INSURANCE**  
The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an insurance company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:
   - Worker’s Compensation
   - Contractor’s Public Liability and Property Damage
   - Automobile Insurance

<table>
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<th>Each Occurrence</th>
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<td>Bodily Injury Liability</td>
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Such policies shall provide that no coverage shall be changed or cancelled unless thirty- (30) day's prior notice of such change or cancellation shall be made to the owner. Such notice shall be made by registered mail; postage prepaid, to the Purchasing Agent, Town of Trumbull, Town Hall, Trumbull, Connecticut 06611.

In the event of cancellation, the contractor shall cease all operations on or before the effective date of said cancellation and he shall not commence work again until he has obtained replacement insurance and has delivered a Certificate of Insurance to the office of the Owner’s Purchasing Department.

13. **BIB, PERFORMANCE AND PAYMENT BONDS**
   a) A Bid Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful proposals will be returned. The Bid Bond of the successful proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.
   b) A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
   c) The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the selected contractor. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the selected contractor to execute the Agreement, the Owner may, at his option, consider the selected contractor in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
   d) The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.

14. **CONFLICT OF INTEREST**
   No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

15. **REFERENCES**
   Proposers must provide five (5) commercial references using the attached form.

16. **SPECIFICATIONS**
   a) Should a proposer find discrepancies in the Specifications, or be in doubt as to the exact meaning, notify the Town at once. The Town may then, at their option, issue Addenda clarifying same. The Town shall not be responsible for oral instructions or misinterpretations of Specifications.
   b) The Town reserves the right to issue Addenda at any time prior to the Proposal Opening. All such Addenda become, upon issuance, part of the Specification. Each proposal shall cover such Addenda in the proposal and shall acknowledge receipt of same on the blank provided therefore.
   c) The Town reserves the right to require any or all proposers to submit statements as to previous experience in performing comparable work; and as to financial and technical organizations and resources available for this work. The mere opening and reading aloud of a Proposal shall not constitute or imply the Town’s acceptance of the suitability of a proposer or the Proposal, nor shall possession of Drawings or Specifications constitute an invitation to propose. The competency and
responsibility of proposers as well as the number of working days required for completion will be considered in making an award.

17. ADENDUMS
It is the responsibility of each firm to verify prior to final submittal of a proposal if any addenda to this request have been issued. Any addenda to this request shall be posted on the Town of Trumbull website www.trumbull-ct.gov under the Purchasing Department's section or call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

18 LIQUIDATED DAMAGES:
Non-compliance with the scheduled completion date of the Contract shall result in engineering charges as follows:
- **TIME IS OF THE ESSENCE – ALL WORK ASSOCIATED WITH THIS REQUEST IS TO BE COMPLETED ON SITE BETWEEN JUNE 23, 2014 AND AUGUST 15, 2014.**
- The Contractor shall pay liquidated damages of $500.00 per working day for each day after the agreed Contract completion date up to, and including, the actual date of completion.

19. GENERAL PROPOSAL SPECIFICATIONS AND INFORMATION
a. After the contractor is awarded, the Contractor and representatives from the TOWN shall meet to discuss scheduling of work, safety plans, and the coordination of any work to be provided by the contractor, any subcontractors, and the maintenance staff.
b. A payment schedule shall be determined by the contractor and the TOWN plant administrator based upon the confirmed order of materials and parts, delivered equipment, and installation progress.
c. Work may be scheduled during the day so long as any particular operation does not interrupt the safe and normal operation of the building. Tasks that may be disruptive need to be scheduled when the offices are not in session.
d. Workers must follow all safety protocol while working in or around the building.
REFERENCES

(To be submitted with proposal – attach additional pages as necessary)

List references for similar services provided for at least five (5) clients in the past five (5) years (attach any other client references if desired). PLEASE NOTE IT IS THE TOWN’S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.

CLIENT 1:
Organization Name:________________________________________________
Contact Name: __________________________________________ Phone: ___________________________
Service Dates:_____________________________________________________
Project(s):   ___________________________________________________________________________________

CLIENT 2:
Organization Name:________________________________________________
Contact Name: __________________________________________ Phone: ___________________________
Service Dates:_____________________________________________________
Project(s):   ___________________________________________________________________________________

CLIENT 3:
Organization Name:________________________________________________
Contact Name: __________________________________________ Phone: ___________________________
Service Dates:_____________________________________________________
Project(s):   ___________________________________________________________________________________

CLIENT 4:
Organization Name:________________________________________________
Contact Name: __________________________________________ Phone: ___________________________
Service Dates:_____________________________________________________
Project(s):   ___________________________________________________________________________________

CLIENT 5:
Organization Name:________________________________________________
Contact Name: __________________________________________ Phone: ___________________________
Service Dates:_____________________________________________________
Project(s):   ___________________________________________________________________________________
1. **OFFER**

Pursuant to and in compliance with the Proposal Invitation relating thereto, the Undersigned, himself/herself with the conditions present and carefully examined all the documents (including the drawings and specifications dated February 10, 2014), General Instructions, Proposal Form, etc., together with all Addenda issued and received prior to closing time for receipt of RFPs as prepared by Antinozzi Associates hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to erect and properly finish all work in accordance with said documents for the above mentioned projects to the satisfaction of the Architect and Owner for the stipulated sum of

- **Base Proposal (in words)** __________________________________________________________
- **Base Proposal (in figures)** $________________________________________________________

Enclosed herewith is the Proposal Guaranty (10% of Base Proposal minimum), in the form of: ( ) Bid Bond ( ) Certified Check

All State of Connecticut taxes are excluded from the Proposal Sum.

2. **ACCEPTANCE**

This offer shall be open to acceptance for ninety (90) days from the Proposal opening date.

If this Proposal is accepted by the Owner within the time period stated above, Undersigned will:

Execute this Agreement within ten days of receipt of acceptance of this Proposal.
Furnish the required bond(s) within ten days of receipt of acceptance of this Proposal.

Commence work within seven days after written Notice to Proceed or Contract signing.

If this Proposal is accepted within the time stated, and the Undersigned fails to provide the required Bond(s), the Owner may charge against the Undersigned the difference between the amount of this Proposal and the amount for which the contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Proposal guaranty.

In the event this Proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions herein; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME
If this Proposal is accepted, the Undersigned will complete all the work on site between June 23, 2014 and August 15, 2014. It is additionally understood that liquidated damages, in the amount of $500.00 per day, will be accessed for failure to complete the project within the above time period.

4. CHANGES TO THE WORK
Equitable adjustments for Changes in the Work will be net cost plus a percentage feed in accordance with the General Conditions.

5. ADDENDA
The following Addenda have been received. The modifications to the Proposal Documents noted therein have been considered and all costs thereto are included in the Base Proposal.

Addenda # __________, __________, __________, __________, __________

6. ALTERNATES
A. Deduct Alternate No.1 – Deduct all work associated with Roof Area “A 1”.
   DEDUCT THE SUM OF $______________

B. Deduct Alternate No.2 – Delete all work associated with Roof Area ‘B’.
   DEDUCT THE SUM OF $______________

C. Deduct Alternate No.3 – Delete all work associated with Roof Area ‘C’.
   DEDUCT THE SUM OF $______________

D. Deduct Alternate No.4 – Delete all work associated with Roof Area ‘D’.
   DEDUCT THE SUM OF $______________

E. Deduct Alternate No.5 – Delete all work associated with Roof Area ‘E’.
   DEDUCT THE SUM OF $______________

F. Deduct Alternate No.6 – Delete all work associated with gutter melt system.
   DEDUCT THE SUM OF $______________

G. Deduct Alternate No.7 – Delete all work associated with snow melt system.
   DEDUCT THE SUM OF $______________

H. Deduct Alternate No.8 – Provide specified wall coating system in lieu of specified masonry re-pointing and through wall flashing where indicated on the drawings.
   DEDUCT THE SUM OF $______________
(Proposal Form – Continued)

7. **UNITS PRICES**
   A. Provide and install fluid applied flashing: $_______________ per square foot
   B. Provide and install 2x8 pressure treated wood blocking: $_______________ per linear foot
   C. Remove existing roof insulation and provide new as specified: $_______________ per board foot
   D. Additional man hours for roofer: $_______________ per hour

8. **BREAKOUT COSTS FOR ALLOWANCES**
   A. Include an allowance in the base Proposal to remove 2,000 board feet of existing wet roof insulation and replace with new insulation.

     $______________________________ Allowance included in Base Proposal.

7. **FORM SIGNATURE(S)**

The Corporate Seal

(Print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

_________________________________________________________

(Authorized signing officer) (Title)

(Seal)

_________________________________________________________

(Authorized signing officer) (Title)

If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**END OF PROPOSAL FORM**