



**TOWN OF TRUMBULL, CONNECTICUT  
MIDDLEBROOK ELEMENTARY SCHOOL**

**FUEL OIL TANK REPLACEMENT**

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

**RFQ #6059      DUE: MAY 13, 2014 at 2:00PM**

**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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TOWN OF TRUMBULL, CONNECTICUT  
REQUEST FOR QUOTATION (RFQ)  
MIDDLEBROOK ELEMENTARY SCHOOL  
FUEL OIL TANK REPLACEMENT

RFQ NUMBER: 6059      DUE:    MAY 13, 2014 AT 2:00PM  
GENERAL INSTRUCTIONS TO BIDDERS

The Town of Trumbull, Connecticut (hereinafter referred to as Town), through the Office of the Purchasing Agent, will accept sealed bids from qualified firm or bidder for the Fuel Oil Tank Replacement at Middlebrook Elementary School, in accordance with the attached specifications and requirements.

1.      **PREPARATION OF BIDS**

Bids shall be submitted by using the enclosed BID PROPOSAL FORM that accompanies this request. Submit one (1) ORIGINAL and one (1) EXACT COPY. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.

Bidders must submit a list of all equipment to be used and specification sheets for the generator equipment to allow proper bid evaluation. Bidders 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.      **BID SUBMISSION**

Bids are to be submitted in DUPLICATE in a sealed envelope and addressed as follows:

**Purchasing Agent – BID NUMBER: 6059, DUE: MAY 13, 2014**

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.      **BID TIME**

- a) Bids 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. Any bid received after the due date and time noted above shall not be accepted or opened.
- b) A bidder may withdraw a proposal at any time prior to the above scheduled date and time. Any bid 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 bids and does not bind itself to accept the lowest bid or any proposal. The Town reserves the right to ask for new bids in whole or in part, or to reject any or all bids, 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 bid 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 bid proposal otherwise it will be presumed that the bid 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 bid prices. A Town Tax Exemption Certificate shall be furnished upon request.

6.      **INQUIRIES & SITE VISITS**

All inquiries regarding this request shall be answered up to the close of business **May 9, 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 bidders will be made available in writing or by Fax as

appropriate to all bidders. Inquiries of a technical nature may be directed to the Mr. Paul Lisi, Antinozzi Associates, (203.377.1300) [plisi@antinozzi.com](mailto:plisi@antinozzi.com) .

Requests for onsite visits **MUST** be arranged by contacting Mr. Steve Kennedy at Trumbull Public Schools Plant Operations (203.452.4306) [Kennedys@trumbullps.org](mailto:Kennedys@trumbullps.org) . For security reasons **DO NOT** go directly to the school site unless prior arrangements have been made.

Additionally, after proposals are received, the Town reserves the right to communicate with any or all of the bidders to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any bidder 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) All prices quoted are to be firm for a period of at least one hundred and sixty (160) days following bid opening.
- b) 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 a bidder for goods 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**

Bidder 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. All services performed shall also conform to the latest OSHA standards and/or regulations.

12. **BID BOND**

A Bid Bond payable to the Owner must accompany each Bid for ten (10%) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder 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.

13. **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.

14. **REFERENCES**

Bidders must provide five (5) commercial references using the attached form.

15. **SPECIFICATIONS**

- a) Should any Bidder 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 Bid Opening. All such Addenda become, upon issuance part of the Specification. Each Bidder 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 Bidders to submit statements as to previous experience in the delivery of similar equipment; and as to financial and technical organizations and resources available for this work. The mere opening and reading aloud of a bid shall not constitute or imply the Town's acceptance of the suitability of a Bidder or the bid, nor shall possession of Drawings or Specifications constitute an invitation to bid. The competency and responsibility of Bidders as well as the number of working days required for delivery shall be considered in making an award.

16. **ADENDUMS**

It is the responsibility of the bidder to verify prior to final submittal of a bid or bid 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](http://www.trumbull-ct.gov) under the Purchasing Department's section. Bidders also call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

17. **LIQUIDATED DAMAGES – TIME IS OF THE ESSENCE**

All work on site and within the existing building between **June 23, 2014 and August 15, 2014** and receive approvals from local authorities having jurisdiction no later than **August 20, 2014** Non-compliance with the scheduled delivery date of the Contract shall result in engineering charges as follows:

- The selected firm shall pay liquidated damages of **\$250.00** per working day for each day after the agreed Contract completion date up to, and including, the actual date of delivery.

TOWN OF TRUMBULL, CONNECTICUT  
REQUEST FOR QUOTATION (RFQ)  
MIDDLEBROOK ELEMENTARY SCHOOL  
FUEL OIL TANK REPLACEMENT

RFQ NUMBER: 6059      DUE:      MAY 13, 2014 AT 2:00PM

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): \_\_\_\_\_

TOWN OF TRUMBULL, CONNECTICUT  
REQUEST FOR QUOTATION (RFQ)  
MIDDLEBROOK ELEMENTARY SCHOOL  
FUEL OIL TANK REPLACEMENT

BID PROPOSAL FORM

RFQ NUMBER: 6059      DUE:      MAY 13, 2014 AT 2:00PM

(TO BE ON BIDDER'S LETTERHEAD)

To:                      Town of Trumbull  
                             5688 Main Street  
                             Trumbull, CT 06611

Project:                MIDDLEBROOK ELEMENTARY SCHOOL  
                             FUEL OIL TANK REPLACEMENT  
                             200 MIDDLEBROOKS AVENUE  
                             TRUMBULL, CONNECTICUT

Date:                    \_\_\_\_\_

Submitted by:        \_\_\_\_\_  
(full name)

(full address)        \_\_\_\_\_

1.      **OFFER**

Pursuant to and in compliance with the Invitation to Bid relating thereto, the Undersigned,

\_\_\_\_\_

himself/herself with the conditions present and carefully examined all the documents (including the drawings and specifications dated July 16, 2013, issued for bid April 8, 2014.), General Instructions, Bid Proposal Form, etc., together with all Addenda issued and received prior to closing time for receipt of Bids 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 Bid (in words) \_\_\_\_\_

Base Bid (in figures) \$ \_\_\_\_\_

Enclosed herewith is the Bid Guaranty (10% of Base Bid minimum), which is in the form of:

( ) Bid Bond                                      ( ) Certified Check

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

2.      **ACCEPTANCE**

- a.      This offer shall be open to acceptance for ninety (90) days from the Bid opening date.
- b.      If this Bid is accepted by the Owner within the time period stated above, Undersigned will:
- c.      Execute this Agreement within ten days of receipt of acceptance of this Bid.
- d.      Furnish the required bond (s) within ten days of receipt of acceptance of this Bid.
- e.      Commence work within seven days after written Notice to Proceed or Contract signing.

- f. If this Bid 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 bid 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 bid guaranty.
- g. In the event this Bid 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 to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**3. CONTRACT TIME**

If this Bid is accepted, the Undersigned will commence work per the contract documents after **June 22, 2014** and shall complete all work and receive satisfactory inspection by the appropriate municipal and state entities no later than **August 15, 2014**. Is it additionally understood that liquidated damages, in the amount of **\$250 per calendar day**, will be assessed 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 Bid Documents noted therein have been considered and all costs thereto are included in the Base Bid.

Addenda # \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**6. ALTERNATES**

- A. Add Alternate No.M1 – Remove the existing fuel oil pump and electric oil heater, provide a new packaged skid-mounted duplex fuel oil pump set with manufacturer supplied controls. Refer to drawings for additional information.

**ADD THE SUM OF** \$ \_\_\_\_\_

- B. Deduct Alternate No.M2 – Provide a new 6,000 gallon buried fuel oil tank in lieu of a new 15,000 gallon buried fuel oil tank as specified under the base bid scope.

**DEDUCT THE SUM OF** \$ \_\_\_\_\_

- C. Deduct Alternate No.M3 – Provide a new 3,000 gallon outdoor above-ground fuel oil tank in lieu of a new 15,000 gallon buried fuel oil tank as specified under the base bid scope.

**DEDUCT THE SUM OF** \$ \_\_\_\_\_

- D. Deduct Alternate No.M4 – Do not provide any new fuel oil tank, piping or fill/leak/level controls. Only remove existing tank, piping, and fill/leak/level controls and provide restoration work (backfill, grading, topsoil, seeding, etc.) as indicated on drawing M-200 in lieu of a new 15,000 gallon buried fuel oil tank as specified under the base bid scope.

**DEDUCT THE SUM OF** \$ \_\_\_\_\_

**7. UNIT PRICES**

- A. Unit Price No. M1 – Provide a unit price to excavate, remove, and dispose of contaminated soil in accordance with all state, local and federal laws and codes. This unit price shall also include providing clean backfill to replace the soil which was removed.

\$ \_\_\_\_\_ per ton.

8. **BID FORM SIGNATURE (S)**

The Corporate Seal

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(Bidder - please 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 Bid 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 BID FORM**