TOWN OF TRUMBULL, CONNECTICUT
WATER POLLUTION
CONTROL AUTHORITY (WPCA)

EMERGENCY PORTABLE GENERATOR

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

RFQ # 6210    DUE: 11-22-2016
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TOWN OF TRUMBULL, CONNECTICUT
REQUEST FOR QUOTATION (RFQ)
WATER POLLUTION
CONTROL AUTHORITY (WPCA)
EMERGENCY PORTABLE GENERATOR

RFQ NUMBER: 6210  DUE: NOVEMBER 22, 2016

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 purchase of an Emergency Portable Generator for the Trumbull WPCA, 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:

   BID NUMBER: 6210 DUE: NOVEMBER 22, 2016
   KEVIN BOVA
   Purchasing Agent
   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. **TAX EXEMPT**
   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**
   All inquiries regarding this request shall be answered up to the close of business November 16, 2016 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 or requests for onsite visits may be directed to Mr. Frederick Micha, (203-452-5050). Other questions may be directed to the Kevin Bova, Purchasing Agent (203.452.5042).

   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 along with a Standard Contract agreement, upon signature of both award and contract The Town Purchasing Department will issue a Purchase Order.

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 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. The contractor shall comply with all applicable laws and regulations relating to State and Federal employment practices, nondiscrimination, safety and health regulations.

12. **INSURANCE**
    The successful bidder shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town and the Public Works Department 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
13. **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.

14. **CONFLICT OF INTEREST**

Public officials shall be prohibited from receiving any town work procured through a public Bid or bid waived process so as to avoid any appearance of impropriety or conflict of interest; And; Public officials cannot circumvent the intent of this ordinance by receiving town work through a bid waiver, as proscribed by the Trumbull Town Charter

15. **REFERENCES**

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

16. **WARRANTY**

The extent of warranty period for all equipment for this requirement shall be submitted for the Town’s review at the time of bid submission.

17. **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.
18 **LOWEST RESPONSIBLE PROPOSAL**

a) The Town will consider and evaluate all options. Based on the review of base bid and alternates, the Town will choose either Based Bid, or Option 1 or Option 2. The low bidder will be determined based on the lowest price of whichever option is chosen (either Base Bid, Option 1 or Option 2).

b) If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the “lowest responsible qualified Bidder”, the Town will issue a Notice of Award to the successful Proposer.

c) In the event that the lowest responsible qualified Bidder fails to execute the Contract and/or fails to provide the required documents within the time period prescribed, the Town at its option, may consider the lowest responsible qualified proposer to be in default, in which case the Bid Guarantee shall become the property of the Town.

19 **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.

20 **LIQUIDATED DAMAGES – TIME IS OF THE ESSENCE**

The Contractor must submit with their bid the lead time necessary to supply the generator. Lead time information shall be reviewed as part of the bid.
a. General Description of Work
The Town of Trumbull is purchasing a portable generator. Therefore, the Town is soliciting prices to purchase emergency portable generator in accordance with the specification.

b. Scope of work
Listed below are the generator model options, ONE (1) of which the Town intends to purchase:

<table>
<thead>
<tr>
<th>BASE BID</th>
<th>BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQUIPMENT SPECS</td>
<td>QTY</td>
</tr>
<tr>
<td>Kohler Liquid-cooled towable generator model: 175REOZT4</td>
<td>1</td>
</tr>
<tr>
<td>• Rated 154KW</td>
<td></td>
</tr>
<tr>
<td>• Switchable Voltage</td>
<td></td>
</tr>
<tr>
<td>• Diesel Fuel</td>
<td></td>
</tr>
<tr>
<td>• 1800 RPM</td>
<td></td>
</tr>
<tr>
<td>• Sound Attenuated Enclosure</td>
<td></td>
</tr>
<tr>
<td>150kW Cummins liquid-cooled towable generator model: R150T4</td>
<td>1</td>
</tr>
<tr>
<td>• Rated 150KW</td>
<td></td>
</tr>
<tr>
<td>• Reconnect able: 120/208V or 277/480V, 3 phase 4 Wire or 120/240V 1 phase 3 wire</td>
<td></td>
</tr>
<tr>
<td>• Diesel Fuel</td>
<td></td>
</tr>
<tr>
<td>• 1800 RPM</td>
<td></td>
</tr>
<tr>
<td>• Tier 4</td>
<td></td>
</tr>
<tr>
<td>175kW Winco liquid-cooled towable generator model: DX175</td>
<td>1</td>
</tr>
<tr>
<td>• Switchable Voltage</td>
<td></td>
</tr>
<tr>
<td>• Diesel Fuel</td>
<td></td>
</tr>
<tr>
<td>• 1800 RPM</td>
<td></td>
</tr>
</tbody>
</table>
The Town will consider and evaluate all options. Based on the review of base bid and alternates, the Town will choose either Based Bid, or Option 1 or Option 2. The low bidder will be determined based on the lowest price of whichever option is chosen (either Base Bid, Option 1 or Option 2).

3. Other
If the low bidder is unable to respond, the Town reserves the right to assign the task to the next lowest unsuccessful bidder on the condition that they are to perform work at the same contract rates as the low bidder. Such unsuccessful bidder will be obligated to comply with all provisions of the Agreement between the Town and the successful bidder and all requirements of the Purchasing Agent.
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): ___________________________________________
PROPOSAL

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

Project: EMERGENCY PORTABLE GENERATOR
FOR THE WPCA, TOWN OF 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 specifications, General Instructions, Bid Proposal Form, etc., together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by Town of Trumbull 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) $_________________________________________________________

Applicant must provide lead time and extent of warranty for base bid and both options.

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

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

2. ACCEPTANCE
If this Bid 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 Bid.

Furnish the required bond (s) within ten days of receipt of acceptance of this Bid.
Commence work within seven days after written Notice to Proceed or Contract signing. 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.

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**
The contractor shall submit a separate sheet with the lead time information for the various generators as part of their bid. This must be submitted or the bid may not be accepted.

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 Option No.1 – Provide a 150 KW generator and associated automatic transfer switches as described in section 2 of the Technical Specifications and Requirements in lieu of the specified Base Bid 175 KW generator and associated automatic transfer switches.

**OPTION #1 TOTAL AMOUNT OF BID:**

________________________________________________________________________________DOLLARS

In words

**OPTION #1 TOTAL AMOUNT OF BID:**

________________________________________________________________________________DOLLARS

In figures

B. Add Option No.2 – Provide a 175 KW generator and associated automatic transfer switches as described in section 2 of the Technical Specifications and Requirements in lieu of the specified Base Bid 175 KW generator and associated automatic transfer switches.

**OPTION #2 TOTAL AMOUNT OF BID:**

________________________________________________________________________________DOLLARS

In words

**OPTION #2 TOTAL AMOUNT OF BID:**

________________________________________________________________________________DOLLARS

In figures
7. BID 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 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