

TOWN OF TRUMBULL, CONNECTICUT
BOARD OF EDUCATION
REQUEST FOR PROPOSAL
DESIGN BUILD FOR FLEXIBLE EXPANSION PIPING REPLACEMENT
ON TRUMBULL HIGH SCHOOL ROOF

BID 6331: DUE: February 26, 2019 @ 2 pm

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 on the behalf of Trumbull Board of Education in **seeking design/build proposals for the removal of existing flex piping for the hot water supply and return on the roof of Trumbull high school**, 72 Strobel Rd., Trumbull CT 06611 in accordance with the enclosed specifications.

This RFP is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer.

A Pre Bid Site visit prior to submitting a Bid are ENCOURAGED by Contacting Mark Deming 203-452-4306, or (Demingm@trumbullps.org) prior to submitting a bid. Project is at THS 72 Strobel Rd, Trumbull, and CT 06611

1. PREPARATION OF PROPOSALS

- a. 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.
- b. Bidders may also submit, under separate cover with their proposal, any samples of reports and documents that are necessary to meet the requirements of this bid request.

2. BID SUBMISSION

- a. Bids are to be submitted in a sealed envelope clearly marked and addressed as follows:

DESIGN BUILD FOR FLEXIBLE EXPANSION PIPING REPLACEMENT

Purchasing Agent – KEVIN BOVA
Bid 6331 – Due: February 26, 2019 by 2 pm sharp
Town of Trumbull
5866 Main Street
Trumbull, CT 06611

- b. 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.
- c. No oral, Email, telephonic, or faxed proposals will be considered. Corrections, deletions, or additions to the bids may be made by wire, provided such wires are received in correct and comprehensive form prior to the opening time of bids, and confirmed by letter. No telephone corrections, deletions, or additions will be accepted. The Town reserves the right to reject any or all bids, and to waive any or all formalities in connection therewith.
- d. All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal Prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and Executed when submitted.

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.
- 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 reserves the right to reject any or all bids 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 your proposal does not meet or better the required specifications on all points that must be outlined in a letter otherwise it will be presumed that a proposal is in accordance with the required specifications.
- c) Any item that is submitted as equal but upon delivery is found to not meet the bid specifications, that item will be not be consider.
- d) The Town of Trumbull-Board of Education reserves the exclusive right to determine whether or not a proposal meets or exceeds the stated 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

- a) All inquiries regarding this request shall be answered up to the close of business on February 19 2019 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 Mark J Deming (203-452-4306) **Facilities Department, Trumbull Board of Education** Demingm@trumbulps.org . All other questions may be directed to **Kevin Bova, Purchasing Agent** (203.452.5042) kbova@trumbull-ct.org .
- b) 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.
- c) It is the sole responsibility of the responding firm to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Failure to submit a bid or proposal that does not address any changes or addendums may result in a disqualification of a bid submission.

7.

AWARD AND AUTHORITY

The Town Purchasing Agent will issue notification of award in writing along with a Standard Contract agreement. Then a Purchase order will be given to the Vendor / contractor by BOE. The Award will be based on Best Quality & value on the design build proposal that meet the specifications and Scope of work. The immediate work is to include the replacement of three failed flexible connections. If we have more failed connections we will ask to hold price up to 360 days.

The award shall be made after careful consideration of all factors including but not limited to price.

8.

PRICING

All prices quoted are to be firm for a period of ninety (90) days following bid opening. 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, 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 along with the BOE.

No contract may be assigned or transferred without the consent of the Purchasing Authority.

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. Based on the project budget there is no prevailing wages, if the project does goes over or the apparent low bidder is over 100,000.00 prevailing wages will apply.

12. DELIVERY

- a. Installation & schedule shall be scheduled with the Facilities Director BOE Mark Deming.
- b. **Special consideration may be given to bidders that can expedite lead time.**
- c. ALL INVOICES TO BE SENT TO BOE ATT: Mark Deming
BOE LONG HILL ADMIN BUILDING
6254 MAIN STREET TRUMBULL CT 06611

13. WARRANTIES

A copy of all applicable warranties must be submitted in full detail.

14. STATEMENT OF QUALIFICATIONS AND REFERENCES

Bidders shall complete and submit the "Statement of Qualifications" section of this request along with the References form. The Town may make such investigations as necessary and it deems appropriate to Determine the qualifications of the proposer to perform the work required. If the Town is not satisfied that the Proposer is properly qualified; The Town along with the BOE reserves the right to reject the proposal of said Proposer.

15. INSURANCE

The successful bidder 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

General Liability	Each Person	Each Occurrence	Aggregate
Bodily Injury Liability	\$1,000,000	\$1,000,000	\$2,000,000
Property Damage Liability	\$1,000,000	\$1,000,000	\$2,000,000
Personal Injury Liability	\$1,000,000	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability			
Bodily Injury	\$1,000,000	\$1,000,000	\$2,000,000
Property Damage		\$1,000,000	\$2,000,000

The insurance policy must contain the additional provision wherein the company agrees those thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Town.

In the event of cancellation, the contractor will cease all operations on or before the effective date of said cancellation and shall not commence work again until he has obtained replacement insurance and

has delivered a Certificate of Insurance to the Town Purchasing department & BOE Facilities Department Office.

Additionally the successful bidder (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B"). The successful bidder (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance

16. 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.

17. SPECIFICATIONS –

- a) Each Bidder will be held responsible to have studied the Specifications, visit the site (if necessary), regarding the proposed work, satisfied itself regarding all existing conditions and measurements, and to have included in the proposal an amount sufficient to cover all work. Responsible for all permitting and state and town codes.
- b) Should any Bidder find discrepancies in the Specifications, or be in doubt as to the exact meaning, notify BOE Mark Deming ASAP & the Town at once. The Town may then on behalf of the BOE, at their option, issue Addenda clarifying same. The Town shall not be responsible for oral instructions or misinterpretations of Specifications.
- c) 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. It is the bidders' responsibility to access the Town's website or contact the Town for any addenda that may be issued in conjunction with this bid.
- d) The Town reserves the right to require any or all Bidders 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 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 completion will be considered in making an award.

18. Site Visitation and Inspection of Existing Conditions

Any bidders are encouraged to visit the site and inspect the existing conditions
All bidders should visit the sites and inspect the existing conditions.
Additional site visits may be arranged by calling the BOE Facilities Department office at 203-452-4306
but there is no guarantee that a visit can be arranged outside the scheduled visit.

Project is at THS 72 Strobel Rd, Trumbull, and CT 06611

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 under the Purchasing Department's section. Bidders may also call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

20. PROPOSAL, BID BONDS

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 Proposers 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

221. Non-Conformance:

Bids submitted that do not conform to the spec must include a completed "Notice of nonconformance". The bidder must explain where equipment does not conform, what is offered in its place, and why. While conformance to specs is desirable it is not absolutely required. Equal to or better than will be up to the discretion of the Town.

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SCOPE OF WORK, SPECIFICATIONS, REQUIREMENTS, STANDARDS

Scope of Work
Trumbull High School
Flexible Expansion piping replacement

The Trumbull Board of Education, Facilities Department is seeking design/build proposals for the removal of existing flex piping for the hot water supply and return on the roof of Trumbull High School, 72 Strobel Rd., Trumbull CT 06611.

The following scope of work is attached as a guide but should not be considered all inclusive, each contractor that intends to provide a proposal must make arrangements to visit the location. . **The immediate work is to include the replacement of three failed flexible connections.**

1. Contractor is responsible to insure capture and reinstallation of glycol. This is to include storage, pumping out and in, and determining storage capacity needs.
2. Contractor shall take glycol readings to determine level of glycol concentration and provide any additional glycol to insure proper levels for this region and industry standards.
3. Contractor shall replace flexible expansion piping with suitable American made product based on the application and the system pressure.
4. Contractor shall include any engineering needs as required to accomplish project.
5. Contractor shall install isolation valves to accommodate future repairs and reduce need for drain down and storage.
6. Contractor will be responsible for reinsulating flexible expansion piping installed and any area affected by the installation.
7. Contractor shall be properly licensed for this work and demonstrate as part of the bid capabilities to accomplish all phases of this work.
8. Contractor shall provide a list of sub-contractors necessary to accomplish project.
9. Provide lead time on materials and labor availability.
10. Provide unit costs for future replacement of 6" connectors on hot water side and 8" connectors on chilled water. This number will not include glycol collection for future work.
11. Since this work may need to be accomplished during the heating season it will be necessary to limit shutdown time of the heating system. Therefore providing a reasonable estimate of time required to affect repairs will be required as part of submission. This information will be used to determine the timing of work.
12. Additionally in the event work is required to be performed during off hours, weekends or Holidays provide escalation cost.

Mark J Deming (203-452-4306) Facilities Director

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REFERENCES

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

Responses to this request shall list at least four (4) references for similar work that is related in size and scope (dollar value or specification) to the proposed scope of work contained in this request. Previous projects may be cited provided they were executed within the last three years. **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): _____

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EXPERIENCE -PERSONNEL

Schedule A: Prior Experience (Copy Additional Pages as Needed)

Project	Owner	Design Professional	Contract Price	Amount Completed	Date of Scheduled Completion

Schedule B: Current Experience (Copy Additional Pages as Needed)

Project	Owner	Design Professional	Contract Price	Amount Completed	Date of Scheduled Completion

Schedule C: Personnel (Copy Additional Pages as Needed)

Name	Position	Date of Hire	Date Started in Construction	Prior Positions & Construction Experience

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Proposal form

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 # _____, _____, _____, _____, _____

THE UNDERSIGNED AFFIRMS AND DECLARES that this proposal is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this proposal for the request noted above and certifies that this proposal meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate proposals are presented in a similar format to those requested and are attached herein. It is understood that the Town reserves the right to reject any or all proposals or waive any formalities in this request.

This proposal is submitted in full compliance with all Specifications and General Terms and Conditions except as noted below under exceptions.

By submission of this Proposal, each Proposer certifies, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.

Proposer hereby agrees to commence work under this contract on or before a date to be specified in the "Notice of Award & to Proceed", and to fully complete the Project within Thirty (30) consecutive calendar days thereafter.

Proposer understands that the Owner (the Town and or the board of Education) reserves the right to reject any or all proposals and to waive any informality in the bidding.

TOTAL Base BID: will based on award from this base bid

PROPOSED FOR DESIGN BUILD PACKAGE TO COMPLETE including complete Removal, Installation, Materials and Labor or any other ancillary costs associated for complete Turnkey The immediate work is to include the replacement of three failed flexible connections.

\$ _____ (in figures)

Total Bid Amount Turnkey

\$ _____ (in words)

ALT * ON CALL Additional Future repair- Best estimated Price for 1ea additional Flexible connection to be use in case another failure. This will be valid for 360 days and be used as on call service. Including complete Removal, Installation, Materials and Labor or any other ancillary costs associated for complete Turnkey.

\$ 1 Ea. 6" connection _____ Figures

\$ 1 Ea. 8"Connection _____ Figures

PRICING PROPOSAL SHALL REMAIN FIRM FOR 90 DAYS

The quality of warranty is guaranteed for a period of _____ year(s) from acceptance.

THE UNDERSIGNED AFFIRMS AND DECLARES that this proposal is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this proposal for the request noted above and certifies that this proposal meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate proposals are presented in a similar format to those requested and are attached herein. It is understood that the Town reserves the right to reject any or all proposals or waive any formalities in this request.

Upon receipt of written notice of the acceptance of this proposal, proposer shall execute the formal contract attached within five (5) days and deliver a Surety Bond or Bonds as required in the General Conditions. The Bid Security attached in the sum of _____ Dollars (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Company Name

by (Signature)

Address

Print Name (Duly Authorized Representative)

Town -City -Zip

Title

Date

Telephone/Fax

Email

Cell Phone/ Alt.Contact Numbe

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THE PROPOSER SHALL STATE THE NAMES OF ALL OF ALL PROPOSED SUBCONTRACTORS.

PROPOSED SUBCONTRACTORS

If none, write "None" _____.

*Description of Work _____
Proposed Subcontractor Name _____
Address _____

*Description of Work _____
Proposed Subcontractor Name _____
Address _____

*Description of Work _____
Proposed Subcontractor Name _____
Address _____

*Description of Work _____
Proposed Subcontractor Name _____
Address _____

*Insert description of work and subcontractors' names as may be required.

This is to certify that the names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Proposer warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Proposer _____
(Fill in Name)

By _____
(Signature and Title)

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STATEMENT OF QUALIFICATIONS (To be submitted with proposal)

Submitted by:

Name of Organization

Name of Individual

Title

Address

Telephone _____ Fax: _____ Cell: _____

General Business Information

Check If: Corporation Partnership Joint Venture Sole

Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Officers

Name Title

If Partnership

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited other (describe): _____

If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

1. On Schedule A, attached, list **Prior Experience** projects completed by this organization in the past five (5) years. (If a joint venture list each participant's projects separately).

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of Surety Company and name, address, and phone number of agent.

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes _____ No _____

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

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6. Has your organization ever failed to complete any construction contract awarded to it?

Yes No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes No

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes No

If yes, describe circumstances on attachment.

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

Name of Organization: _____

By: _____

Title: _____

Dated: _____

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

) SS:

County of _____)

_____, being first duly sworn,

1. He is _____ of the bidder that has submitted the attached bid.
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid.
3. Such price is genuine and is not a collusive or sham bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firms or person to submit a collusive or sham Bid in connection with the Contract for which the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the proceeds or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage, against the Town of Trumbull, (Owner) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 20____

Title

My Commission Expires

End of RFP 6331