

**TOWN OF TRUMBULL, CONNECTICUT  
BOARD OF EDUCATION  
REQUEST FOR PROPOSAL  
REPLACEMENT OF 70-TON AIR  
COOLED CHILLER**

**GENERAL INSTRUCTIONS TO BIDDERS**

**BID 6314:                    DUE: October 9, 2018 @ 2 pm**

The Town of Trumbull, Connecticut (hereinafter referred to as Town), through the Office of the Purchasing Agent, will accept sealed bids for purchase, installation, programming and startup of replacement of a 70-ton Air cooled chiller at Trumbull Early Childhood Education Center (TECEC) at 240 Middlebrooks Ave, Trumbull, CT 06611 For Trumbull Board of Education 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 is HIGHLY ENCOURAGED by Contacting, Mark Deming 203-452-4306, or (Demingm@trumbullps.org) prior to submitting a bid. The Project is located @ Trumbull Early Childhood education center at 240 Middlebrooks Ave, Trumbull, CT**

**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:  
Purchasing Agent – KEVIN BOVA  
Bid 6314 – Due: October 9, 2018 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.

**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 October 3, 2018 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@trumbullps.org](mailto:Demingm@trumbullps.org) . All other questions may be directed to **Kevin Bova, Purchasing Agent (203.452.5042)** [kbova@trumbull-ct.org](mailto: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 The Board of Education will issue a Purchase order.  
The Award will be based on Best Quality & value with the base bid(s) and with or without Alternates that meet the specifications and scope of work.  
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. **PROPOSAL, BID BOND, PERFORMANCE AND PAYMENT BONDS**

- 1. A Bid Bond payable to the Town 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 Town will return the bonds to all except lowest qualified responsible Proposal. The Bid Bond of the successful Bidder will be retained until the Payment Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.
- 2. 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.

3. The party to whom the contract is awarded will be required to execute the Agreement and obtain the Payment Bond & payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Town may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Town.
4. The Town, upon receipt of acceptable 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 Town to the Contractor shall be accompanied with a Notice to Proceed.

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not Accompanied by such security will be excluded from consideration.

**10. 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.

**11. 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.

**12. 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.

**13. 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 installation.**
- c. ALL INVOICES TO BE SENT TO BOE ATT: Mark Deming  
BOE LONG HILL ADMIN BUILDING  
6254 MAIN STREET TRUMBULL CT 06611

**14. WARRANTIES**

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

**15. 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.

**16. 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

<b>General Liability</b>	<b>Each Person</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
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

**17. 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.

**18.**

**18. 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.

**Site Visitation and Inspection of Existing Conditions**

- e) All bidders must visit the site and inspect the existing conditions. Site visits can be arranged by calling the BOE Plant Operations office at 203-452-4306.

**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 may also call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

**TOWN OF TRUMBULL, CONNECTICUT  
BOARD OF EDUCATION  
REQUEST FOR PROPOSAL  
REPLACEMENT OF 70-TON AIR  
COOLED CHILLER**

**BID 6314: DUE: October 9, 2018 @ 2 pm**

**GENERAL INSTRUCTIONS TO BIDDERS  
SCOPE OF WORK, SPECIFICATIONS, REQUIREMENTS, STANDARDS**

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

Scope of Work and Specifications

TECEC Chiller Replacement

240 Middlebrooks Ave

Trumbull Ct 06611

Project Description: Design, removal, and installation of a new 70 ton chiller at the TECEC School.

1. Pre-approved manufacturers are as follows: Carrier, Trane. Other manufacturers that wish to be considered should provide their systems to the facilities department for review as part of the bidding process.
2. Pre-approved manufacturers' representatives shall provide certification as to the contractor's qualifications to install their proposed system.
3. Bidders will be responsible to provide as built drawings, operation manuals and specifications books upon completion.
4. Bidders shall include in their base bid, bac-net capability and connection with the existing BMS, (Alerton-Compass) to insure remote start stop, alarm information, actuator/valve control, scheduling, night setback and other features available through the chiller manufacturer.
5. Bidders shall provide efficiency data, warranty information with proposal, as these items will be considered, as a key indicator of award. Bidders are also encouraged to make recommendations for additional efficiencies.
6. It is assumed that the chiller will occupy the existing pad any additional site work, along with necessary piping and electrical changes or requirements that may be necessary will be carried in base bid.
7. Successful contractor shall provide start up and commissioning of the new chiller and insure connection and control through BMS.
8. All costs for the removal, rigging, disposal, and installation, to include material, labor, equipment and insurance shall be part of the base bid.
9. Any needed environmental testing will be provided by the BOE and reports will be made available to the bidder.

**A Pre bid Site visit prior to submitting a bid is HIGHLY ENCOURAGED by Contacting, Mark Deming 203-452-4306, or (Demingm@trumbullps.org) prior to submitting a bid. The Project is located @ Trumbull Early Childhood education center at 240 Middlebrooks Ave, Trumbull, CT**

**TOWN OF TRUMBULL, CONNECTICUT  
BOARD OF EDUCATION  
REQUEST FOR PROPOSAL  
REPLACEMENT OF 70-TON AIR  
COOLED CHILLER**

**BID 6314:                    DUE: October 9, 2018 @ 2 pm**

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

**TOWN OF TRUMBULL, CONNECTICUT  
BOARD OF EDUCATION  
REQUEST FOR PROPOSAL  
REPLACEMENT OF 70-TON AIR  
COOLED CHILLER**

**BID 6314:                    DUE: October 9, 2018 @ 2 pm**

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 SIXTY (60) 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.

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.

**BID FORM SIGNATURE (S)**

The Corporate Seal

\_\_\_\_\_  
(Bidder - print the full name of 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.

**Proposal continued**

**Total cost for Replacement of a 70-ton Air Cooled Chiller at TECEC  
Per specifications and scope of work**

**TOTAL BID Amount (in figures) \$ \_\_\_\_\_**

**Total Bid Amount (in words) \_\_\_\_\_**

**PRICING PROPOSAL SHALL REMAIN FIRM FOR   90   DAYS**

**The quality of workmanship 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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
by (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name (Duly Authorized Representative)

\_\_\_\_\_  
Town -City -Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Cell Phone/ Alt.Contact Number

**TOWN OF TRUMBULL, CONNECTICUT  
BOARD OF EDUCATION  
REQUEST FOR PROPOSAL  
REPLACEMENT OF 70-TON AIR  
COOLED CHILLER**

**BID 6314: DUE: October 9, 2018 @ 2 pm**

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)

**TOWN OF TRUMBULL, CONNECTICUT  
BOARD OF EDUCATION  
REQUEST FOR PROPOSAL  
REPLACEMENT OF 70-TON AIR  
COOLED CHILLER**

**BID 6314:            DUE: October 9, 2018 @ 2 pm**

**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 major engineered construction 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.

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:** \_\_\_\_\_