

**TOWN OF TRUMBULL, CONNECTICUT  
REQUEST FOR PROPOSAL  
TRUMBULL BOARD OF EDUCATION  
DIESEL OR NATURAL GAS GENERATOR & AUTOMATIC TRANSFER SWITCH**

**RFP: 6121 DUE: MAY 19, 2015 @ 2:00PM**

**GENERAL INSTRUCTIONS TO BIDDERS**

The Town of Trumbull, Connecticut (hereinafter referred to as "Town"), through the Office of the Town Purchasing Agent, will accept sealed bids from qualified firms (here-in-after referred to as bidder, contractor, proposer) for the Purchase/ **Installation/ commissioning of a new Generator, identification/relocation of necessary circuits, installation of panels and Automatic transfer switch** to be located at the 6254 Main Street, Trumbull, CT 06611, in accordance with **Drawings** scope of work. Board of Education will accept the following Manufacturers Kohler, Cummins/Onan, & Detroit Diesel. . Contractor shall insure the entire Technology Department offices and Data center can operate under loss of power conditions. Each contractor shall be required to visit the site and size unit appropriately to achieve the desired coverage of equipment, service receptacles, security systems and lighting. Contractor shall, based on the site conditions specify/recommend the fuel type. Contractor will meet all federal, state and local codes which relate to this type of installation.

**Site visits may be requested by contacting Mark Deming (Demingm@trumbullps.org) prior to submitting a bid. Located @ BOE Admin building 62454 Main Street Trumbull, CT.**

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

**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 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: 6121 DUE: May 19th @ 2:00 PM**

**Purchasing Agent  
Kevin Bova  
Town of Trumbull  
5866 Main Street  
Trumbull, CT 06611**

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

**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 & Board of Education 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 and/or of the Board of Education.

- 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**

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

**6. INQUIRIES AND SITE VISITS**

All inquiries regarding this request shall be answered up to the close of business on **May 12, 2015** 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, Email or by Fax as appropriate to all bidders. Inquiries of a technical nature may be to **Mark Deming BOE 203-452-4306 or email Demingm@trumbullps.org**. 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 after consultation with and approval from the Board Department Followed by a Purchase order & a signed contract by selected contractor and The Town of Trumbull.

**8. PRICING**

- a) Bidders are requested to quote as a complete generator & generator installation.
- b) All prices quoted are to be firm for a period of at least 180 days following bid 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 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.

**10. HOLD HARMLESS CLAUSE**

Bidder agrees to indemnify, hold harmless and defend the Town and Board of Education 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 and Public Works Department 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

**General Liability -**

Bodily Injury Liability	Each Person \$1,000,000	Each Occurrence \$1,000,000	Aggregate \$1,000,000
Property Damage Liability	Each Person \$1,000,000	Each Occurrence \$1,000,000	Aggregate \$1,000,000
Personal Injury Liability		Each Occurrence \$1,000,000	Aggregate \$1,000,000

**Comprehensive Automobile Liability**

Bodily Injury	Each Person \$1,000,000	Each Occurrence \$1,000,000	Aggregate \$1,000,000
Property Damage		Each Occurrence \$1,000,000	Aggregate \$1,000,000

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 Town’s Purchasing Department.

**13. PROPOSAL AND PAYMENT BONDS**

- a) 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.
- b) The party to whom the contract is awarded will be required to execute the Agreement and obtain the 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.
- c) 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.

**14. LOWEST RESPONSIBLE PROPOSAL**

- a) The Town along with the Board of Education shall determine the “lowest responsible qualified proposer” on the basis of the Proposer submitting the lowest “Total Proposal”, responsiveness of his Technical Proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it shall perform the work in accordance with the Drawings and Bid Documents, Specifications and requirements.
- b) Proposals will be compared on the basis of the “Total Proposal” of the items listed in the Proposal and on basis of the Proposer’s experience and competence.
- c) If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town along with the Board of Education reserves the right to increase or decrease any class, item or part of the work. After determining the “lowest responsible qualified proposer”, the Town will issue a Notice of Award to the successful Proposer.
- d) In the event that the lowest responsible qualified proposer fails to execute the Contract and/or fails to provide the required documents within the time period prescribed, the Town and Board of Education, 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.

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

**15. WARRANTY**

Selected bidder agrees to warranty all work completed for this requirement for a period of at least twenty-four (24) months starting upon Completion.

**19 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 and Board of Education 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 Board of Education reserves the right to reject the proposal of said proposer.

**20. SPECIFICATIONS**

- a) Should any Bidder find discrepancies in the Drawings, or be in doubt as to the exact meaning, the bidder shall notify Mark Deming Director of Facilities at once. Mark may then, at this option, issue Addenda clarifying same. Mark and Board of Education shall not be responsible for oral instructions or misinterpretations of the drawings.
- 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 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 award.

**16 CONFLICT OF INTEREST**

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town or Public Works Department) be secured from any officer or employee of the Town or Public Works Department, 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 are made, in the office of the agency making such purchase and in a public place in The Trumbull Town Hall.

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**STATEMENT OF QUALIFICATIONS**

**Submitted by:**

Name of Organization \_\_\_\_\_

Name of Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

**Schedule A: Prior Similar Projects (Add Additional Pages as Needed)**

Project	Owner	Design Professional	Contract Price	Amount Completed	Date of Delivery / Installation

**Schedule B: Current Similar Projects (Add Additional Pages as Needed)**

Project	Owner	Design Professional	Contract Price	Amount Completed	Date of Delivery / Installation

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REFERENCES

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

List references for similar services provided for at least four (4) 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): \_\_\_\_\_

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PROPOSAL

Proposal of \_\_\_\_\_(hereinafter called "Proposer, Bidder"), organized and existing under the laws of the State of Connecticut, doing business Town of Trumbull, Connecticut (hereinafter called the Town).

In compliance with the Advertisement for Proposals, Proposer hereby proposes for the a **Demolition, Installation , commissioning of a new Generator and Automatic transfer switch** FOR TRUMBULL BOARD OF EDUCATION project, in the Town of Trumbull, Connecticut together with all related incidental and appurtenant work as described in the specifications or outlined and/or shown on the exhibits..

By submission of this Proposal, the 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 understands that the Town & The Board of Education reserves the right to reject any or all proposals and to waive any informality in The bidding.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals.

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 Town in the event the contract and bond are not executed and additional expense to the Town caused thereby.

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**PROPOSAL (Continued)**

The undersigned hereby declares that this Bid 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 Bid for the request noted above and certifies that this Bid meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate Bids 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 Bids or waive any formalities in this request.

Pursuant to and in compliance with the Invitation to Bid relating thereto, the Undersigned has thoroughly reviewed all specifications, requirements, scope of work, standards, and general instructions of Bid Number 6121 together with any addenda issued and received prior to closing time for receipt of Bids and agrees to provide all materials, all labor and all else whatsoever necessary to install and properly finish all work in accordance with said documents for the above mentioned projects to the satisfaction of the Trumbull and Board of Education for the stipulated sum of:

- 1) Demolition cost \$ \_\_\_\_\_
- 2) Installation cost \$ \_\_\_\_\_
- 3) Automatic transfer switch \$ \_\_\_\_\_

**Base –Generator 80KW (Either: Kohler, Cummings/Onan or Detroit Diesel) indicate which one you are quoting**

- 4) Base Bid 80KW (in figures) \$ \_\_\_\_\_

**Total Base 80 KW Diesel Generator with Installation; Demolition & Automatic transfer switch (add 1, 2, 3 &4)**

\$ \_\_\_\_\_

**ALTERNATE –200 KW (Either: Kohler, Cummings/Onan or Detroit Diesel) indicate which one you are quoting**

- 5) ALTERNATE – 200KW (in figures) \$ \_\_\_\_\_

**Total Alternate 200KW Diesel Generator with installation, Demolition & Automatic transfer switch (add 1, 2, 3 &5)**

\$ \_\_\_\_\_

OR

- 6) 2<sup>nd</sup> ALTERNATE – GAS Generator with installation, Demolition & Automatic transfer switch ( add 1,2,3&6)

(In Figures)\$ \_\_\_\_\_

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

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PROPOSAL (Continued)

BIDDER 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 \_\_\_\_\_

**\*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 Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Bidder \_\_\_\_\_  
(Fill in Name)

By \_\_\_\_\_  
(Signature and Title)

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PROPOSAL (Continued)

**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 # \_\_\_\_\_

**1. 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.

