



## **Stafford Public Schools**

### **REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 16-01**

Stafford Public Schools is accepting proposals on the following:

**Removal of Underground Fuel Storage Tank and Installation of Generator Fuel  
Storage Tank  
21 Levinthal Run  
Stafford Springs, CT**

All proposals must be made in accordance with Stafford bidding ordinance 11-5 which is located on the town website at [www.staffordct.org](http://www.staffordct.org)

All proposals must be received by the **Proposal Due Date of: April 8, 2016**

**STAFFORD PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS**

**Removal of Underground Fuel Storage Tank and Installation of Generator Fuel Storage Tank**

**RFP 16-01**

Stafford Public Schools will receive sealed bids from qualified firms for the Installation of a Generator Fuel Storage Tank and the Removal of the Existing Underground Fuel Storage Tank.

**Request for Proposal packets will be available on Tuesday March 15, 2016** and may be obtained in person at Stafford Middle School, 21 Levinthal Run, Stafford Springs, CT 06076 during regular business hours of: 7:30am - 3:00pm Monday through Friday. Packets are also available online at [http://www.stafford.k12.ct.us/departments/building\\_services](http://www.stafford.k12.ct.us/departments/building_services).

**A MANDATORY** pre-proposal meeting and site tour will be held at Stafford Middle School, 21 Levinthal Run, Stafford Springs, CT on March 22, 2016 at 10:00am. All bidders are required to attend the pre-proposal meeting in order for their bid to be considered.

**Request for Proposals are due on Friday, April 8, 2015 at Stafford Middle School, 21 Levinthal Run, Stafford Springs, CT 06076 by 3:00pm.**

Stafford Public Schools reserves the right to amend or terminate this Request for Proposal; accept all or any part of a proposal; reject any or all proposals; waive any informalities or non-material deficiencies in a proposal; and award the proposal to the firm which in the opinion of the Stafford Public Schools presents the best value to the community in terms of experience, cost and ability to complete the tasks in a timely fashion and not necessarily the lowest bid.

Stafford Public Schools is an Equal Opportunity - Affirmative Action.

Dated this 15<sup>th</sup> day of March, 2016

Stafford Public Schools

Journal Inquirer publication: \_\_\_\_\_



**STAFFORD PUBLIC SCHOOLS  
INVITATION TO BID**

**PROJECT TITLE:**

Removal of Underground Fuel Storage Tank and Installation of Generator Fuel Storage Tank

RFP 16-01.

**PROPOSAL DUE DATE:**

**Friday April 8, 2016**

All proposals should be sealed with the project title and RFP number clearly written on the front. They are to be delivered to Stafford Middle School no later than 3:00pm.

**ESTIMATED TIME PERIOD FOR CONTRACT:**

Is approximately one (1) year. The Town reserves the right to extend the contract.

**CONSULTANT ELIGIBILITY:**

This procurement is open to those companies that satisfy the minimum qualifications stated herein and that are available for work in the State of Connecticut.

**CONTENTS OF THE REQUEST FOR PROPOSALS:**

1. Introduction and Background
2. Scope of Work
3. Submission Requirements
4. Contract Considerations
5. Award of Contract
6. RFP Attachments
7. Stafford Public School's Rights

## **1. INTRODUCTION**

### **1.1 PURPOSE AND BACKGROUND**

Stafford Public Schools is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating in a project to install an above ground fuel oil tank to supply the existing generator and remove the existing underground fuel oil tank.

The district intends to award one contract to provide the services described in this RFP. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

### **1.2 EVALUATIVE CRITERIA**

For a Proposer to be deemed qualified, it must demonstrate that it has the requisite experience, skills, and resources necessary to undertake and successfully complete the project contemplated by this RFP. Specific criteria which will be evaluated by the District in determining the adequacy of qualifications include, but will not be limited to the following:

#### **MINIMUM EVALUATION CRITERIA INCLUDES:**

- Licensed to do business in the State of Connecticut
- Properly licensed by the Connecticut Department of Consumer Protection to perform the described work
- Five years minimum experience
- Proposals must be complete, accurate and responsive to RFP requirements
- Proposers must demonstrate evidence of satisfactory insurance coverage, including professional liability insurance and naming of additional insureds

#### **COMPARATIVE EVALUATION CRITERIA INCLUDES:**

- Proposers must demonstrate similar project experience
- Proposers must demonstrate overall experience, strength, and qualifications of Proposer, subcontractor(s), staff, and consultants
- Proposers must demonstrate municipal/public sector experience
- Proposers must demonstrate the capacity to complete scope of work on a qualitative, timely basis
- Proposers must demonstrate past performance as determined by references (e.g., accuracy of cost estimates, quality of construction inspection services, etc.)

## **2. SCOPE OF WORK**

### **2.1 OBJECTIVES AND SCOPE OF WORK**

Installation

- Obtain all required permits from federal, state and local agencies
- Install a new, above ground, 2000 gallon fuel oil tank in the vicinity of the existing generator. There are two possible locations depending on the physical size of the tank and necessary access to the tank and fuel lines.
- Connect fuel tank to existing underground fuel lines or directly to generator day tank, depending on location of 2000 gallon storage tank.

- Alter generator control system and fuel lines as necessary to function with the new fuel supply.
- Purge fuel lines and ensure adequate fuel delivery to the generator.

**Demolition**

- Remove existing underground fuel oil tank.
- Drain, disconnect and cap existing underground fuel lines from tank to transfer pump and from transfer pump to generator.
- Coordinate necessary inspections and reports with state and local government departments for tank removal.
- Backfill tank excavation.
- Rake and seed excavation site.

**2.2 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about June 20, 2016 and to end on or about August 30, 2016. Amendments extending the period of performance, if any, shall be at the sole discretion of the Stafford Public Schools or its representative.

Stafford Public Schools also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. The Stafford Public Schools reserves the right to extend the contract for two one-year periods.

**2.3 PROJECT SCHEDULE**

The following is the proposed schedule for the selection process and work program:

<b>Proposals due</b>	<b>April 8, 2016</b>
<b>Recommendation for Award</b>	<b>April 15, 2016</b>
<b>Contract finalized</b>	<b>May 27, 2016</b>

Stafford Public Schools reserves the right to revise the above schedule.

**3. SUBMISSION REQUIREMENTS**

**3.1 MANDATORY ONE-TIME SITE VISIT**

A mandatory pre-proposal meeting and site tour will be held at Stafford Middle School, 21 Levinthal Run, Stafford Springs on March 22, 2016 at 10:00am. All bidders are required to attend the pre-proposal meeting in order for their bid to be considered.

**3.2 SUBMISSION DUE DATE**

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of Stafford Public Schools and will not be returned. Unless otherwise noted within a proposal, proposals received in response to this document are assumed to be valid and binding for one hundred and twenty (120) days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the Stafford Public Schools and the firm submitting the proposal. The envelope should be sealed with the project title and RFP number clearly written on the front and put to the attention of Stafford Public Schools, Office of Building Services. Proposals may not be submitted using facsimile or email transmission.

### **3.3 MOST FAVORABLE TERMS**

Stafford Public Schools reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. The Stafford Public Schools reserves the right to contact a Consultant for clarification of the proposal.

### **3.4 NO OBLIGATION TO CONTRACT**

This RFP does not obligate Stafford Public Schools to contract for services specified herein.

### **3.5 REJECTION OF PROPOSALS**

Stafford Public Schools reserves the right, at its sole discretion, to reject any and all proposals received without penalty and will not be required to issue a contract as a result of this RFP.

Whenever it is deemed to be in the best interest of Stafford Public Schools, the Superintendent or designated representative shall waive informalities in any and all bids.

## **4. CONTRACT CONSIDERATIONS**

### **4.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION**

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act.

### **4.2 INDEMNIFICATION**

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Stafford and Stafford Public Schools, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town of Stafford and Stafford Public Schools or its officers, agents or employees. Stafford Public Schools cannot indemnify businesses or individuals.

### **4.3 INSURANCE COVERAGE**

The Contractor is to furnish the Stafford Public Schools with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain, keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate(s) of Insurance that insurance shall be provided and a copy shall be forwarded to Stafford Public Schools within fifteen (15) days of the contract effective date.

#### **Liability Insurance**

- 1) Commercial General Liability Insurance: The Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance

contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 2) **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### **Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

**Additional Insured:** The Town of Stafford, Stafford Public Schools, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Stafford Public Schools

**Cancellation:** Stafford Public Schools shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accordance with the following specifications. The insurer shall give the Board forty-five (45) days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Board shall be given ten (10) days advance notice of cancellation.

**Identification:** Policy must reference the District's contract number and the agency name.

**Insurance Carrier Rating:** All insurance and bonds should be issued by companies admitted to doing business within the State of Connecticut.

**Excess Coverage:** By requiring insurance herein, Stafford Public Schools does not represent that coverage and limits will be adequate to protect the Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to Stafford Public Schools in this contract.

## **5. AWARD OF CONTRACT**

**5.1 NOTIFICATION TO PROPOSERS**

Stafford Public Schools will notify the successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile if such information is provided with bid proposals.

**5.2 BILLING PROCEDURES AND PAYMENT**

Stafford Public Schools will pay upon completion of said project. The invoices shall describe and document to the Board’s satisfaction a description of the work performed and fees charged.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by Stafford Public Schools. Stafford Public Schools shall withhold ten percent (10%) from total payment until acceptance by Stafford Public Schools or its representative.

**5.3 CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

<b>Contractor’s Contract Manager</b>	<b>Stafford Public Schools Contract Manager</b>
<u>Contract Manager’s Name:</u>  <u>Contractor:</u>  <u>Contractor’s Address:</u>   <i>Phone :</i> (     ) <i>Fax:</i> (     ) <i>Email address:</i>	Stafford Public Schools Office of Building Services 21 Levinthal Run Stafford Springs, CT 06076  Phone: (860) 684-0754 Fax: (860) 684-5301 Email address: buildingservices@stafford.k12.ct.us

**5.4 APPROVAL**

This contract shall be subject to the written approval of the Board’s authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.



## 6. ATTACHMENTS

### Attachment A:

#### **GENERAL CONSTRUCTION SPECIFICATIONS:**

**Permits:** All permits, licenses and fees required for the performance of the contract work shall be secured and paid for by the Contractor. The local building permit fees will be waived.

**Workmanship:** The entire work described herein shall be completed in accordance with the plans and specifications to the full extent and meaning of the same. Unless otherwise specified all materials incorporated in the permanent work shall be new and of good quality.

**Property Access:** The Contractor shall take all proper precautions to protect personnel from injury or unnecessary interference and provide proper means of access to abutting property where the existing access is cut off by the Contractor.

**Disposal of Materials:** The Contractor shall dispose of all materials in compliance with state and local regulations.

**Disposal of Hazardous Materials:** The Contractor shall dispose of all hazardous materials in compliance with state and local regulations.

## 7. STAFFORD PUBLIC SCHOOLS RIGHTS

Stafford Public Schools reserves the right to do the following at any time:

- a. Reject any or all proposals without indicating any reason for such rejection.
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal, the RFP process, or as part of any subsequent contract negotiation.
- c. Request that companies supplement or modify all or certain aspects of their proposals or other documents or materials submitted.
- d. Terminate the RFP, and at its option, issue a new RFP or none at all.
- e. Procure any equipment or services specified in this RFP by other means.
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of this RFP.
- g. Extend a deadline specified in this RFP, including deadlines for accepting Proposal Responses.
- h. Negotiate with any or none of the companies.

- i. Modify in the final agreement(s) any terms and/or conditions described in this RFP.
- j. Terminate failed negotiations with companies without liability, and negotiate with other companies.
- k. Disqualify any companies on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposals or other data available to the District.
- l. Eliminate, reject, or disqualify the proposals of any companies that fail to submit a responsive proposal response as determined solely by the District.
- m. Independently verify any and all claims made by companies.

END of RFP