

TOWN OF TRUMBULL, CONNECTICUT
PARKS & RECREATION
REQUEST FOR PROPOSAL
TOP SOIL

BID NUMBER 6196

DUE: JUNE 30, 2016 @ 2:00 PM

GENERAL INSTRUCTIONS

The Town of Trumbull, Connecticut (hereinafter referred to as Town), through the Office of the Purchasing Agent, will accept sealed bids for **TOP SOIL** for use by the **PARKS AND RECREATION DEPARTMENT** and other Town departments on an "as needed" basis as detailed in the attached requirements.

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 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 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 a sealed envelope addressed as follows:

Bid #6196 Due: JUNE 30, 2016 @ 2:00 pm

Purchasing Agent: **Kevin J Bova**

Town of Trumbull

5866 Main Street

Trumbull, CT 06611

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

3. BID TIME

- a) Bids shall be received at the office of the Purchasing Agent, Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud.
- b) A bidder may withdraw a proposal at any time prior to the above scheduled date and time. Any bid received after the above scheduled date and time shall not be considered or opened.

4. TOWN OPTIONS

- a) The Town of Trumbull reserves the right to reject any and all bids and does not bind itself to accept the lowest bid or any proposal. The Town reserves the right to ask for new bids in whole or in part, or to reject any or all bids, or any part thereof, and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.
- b) If a bid proposal does not meet or better the required specifications, requirements, and scope of work requested on all points that must be outlined in a letter attached to the bid proposal otherwise it will be presumed that the bid as proposed is in accordance with the required specifications. No Alternates or Substitution will be considered

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. AWARD AND AUTHORITY

The Town Purchasing will issue notification of award- Proceed and then a Blanket Purchase Order along with a Town standard Contract.

Contracts and purchases will be made or entered into with the lowest, qualified responsible bidder meeting Specifications. The Town of Trumbull Reserves the right to determine the low bidder on an individual basis or on the basis of All items included in the specification and Requirements otherwise expressed by the Town

7. INQUIRIES & ADDENDUMS

a. All inquiries of may be directed to Mr. Dmitri Paris, Parks Superintendent at (203.452.5075) by the close of business June 23, 2016. 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. All other questions may be directed to Kevin J. Bova Purchasing Agent (203.452.5042) kbova@trumbull-ct.org

- a) It is the sole responsibility of the responding firm to verify any addendums that may have been issued relating to this request prior to final submission of a proposal. Any notice of addendum shall be published on the Town website – Purchasing Department “Bid Notices”. Failure to submit a proposal that does not address changes or addendums may result in disqualification of a proposal.

8. SPECIFICATIONS

If quotes do not meet or better the attached specifications on ALL points, the bidder must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the bidder is bidding according to all exact specifications.

9. PRICING

All prices quoted are to be firm for a period of one (1) year following bid opening and period of an agreement with the successful bidder. Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost reduction opportunities.

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 a Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

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. 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 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 | \$1,000,000 |
| Property Damage Liability | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Personal Injury Liability | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Comprehensive Automobile Liability | | | |
| Bodily Injury | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Property Damage | | \$1,000,000 | \$1,000,000 |

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.

13. 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.

14. CONFLICT OF INTEREST

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

INVOICES

Invoices shall be submitted in duplicate to
 Town of Trumbull
 PWD- Parks Dept.
 Highway Department
 366 Church Hill Road.
 Trumbull, CT 06611

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SPECIFICATION AND REQUIREMENTS

M.13.06-Compost

M.13.07-Plant Materials

M.13.08-Sod

M.13.09-Erosion Control Matting

M.13.01-Topsoil:

The term topsoil used herein shall mean a soil meeting the soil textural classes established by the USDA Classification System based upon the proportion of sand, silt, and clay size particles after passing a No. 10 (2 millimeter) sieve and subjected to a particle size analysis. The topsoil shall not contain less than 8% nor more than 20% organic matter as determined by loss on ignition of oven-dried samples dried at 221⁰ F (105⁰C).

The following textural classes shall be acceptable:

- Loamy sand, including coarse, loamy fine, and loamy very fine sand
- Sandy loam, including coarse, fine and very fine sandy loam
- Loam
- Silt loam, with not more than 60% silt

The topsoil to be furnished by the Contractor shall be loose and friable and free from refuse, stumps, roots, brush, weeds, rocks and stones over ¾ inches (19 millimeters) in diameter. The topsoil shall also be free from any material that will prevent the formation of a suitable seedbed or prevent seed germination and plant growth.

The Contractor shall notify the designated representative from the Town of the location from which he proposes to furnish topsoil to the project at least 15 calendar days prior to delivery.

The topsoil and its source shall be inspected and approved by the designated representative from the Town before the material is delivered to the project. Any material delivered to the project which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the Contractor with acceptable material.

When topsoil is not furnished by the Contractor, it shall be material that is stripped in accordance with Section 2.02 or is furnished by the State from areas adjacent to the project, and shall meet the above specifications.

The sieve size and organic content levels have been slightly modified in the M.13.01 “Topsoil” specification to the text written above. The soil submitted should meet the above specification

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BID PROPOSALFORM

THE UNDERSIGNED AFFIRMS AND DECLARES hereby submits that this proposal listed on the following items listed on Specifications and Requirements of this request and certifies that the following proposal meets all the specifications and conditions requested herein. It is understood that the Town reserves the right to reject any or all proposals. No alternates nor substitutions will be considered. The undersigned, in compliance with this request affirms, that it has examined the specifications and related documents contained herein and proposes to provide this service in accordance with this RFP and any contract documents within the time frames set forth herein and at the prices agreed to.

Proposer acknowledges receipt of the following Addendum:

All proposed pricing shall remain be firm fixed for a period of **1 year**.
Purchase(s) will be on an as needed basis.

Proposal of: _____
(COMPANY NAME)

Price per Cubic yard Town picks up \$ _____

Price per Cubic yard Delivered to the Town of Trumbull \$ _____

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BID PROPOSAL FORM (Continued)

Company Name

By (Signature)

Address

Print Name

Company Name

Title

Date

Telephone/Fax

Email

24 Hour Telephone

Website

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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): _____

END OF BID