TOWN OF TRUMBULL
REQUEST FOR QUOTATION

ON CALL RENTAL OF CONSTRUCTION & HIGHWAY EQUIPMENT AND PERSONNEL
THROUGH JUNE 30, 2014

BID # 5983  DUE: MAY 7, 2013 @ 3:00 PM

GENERAL INSTRUCTIONS TO BIDDERS

The Town of Trumbull, (hereinafter referred to as Town), through the office of the Purchasing Agent, will accept sealed bids for RENTAL OF CONSTRUCTION & HIGHWAY EQUIPMENT AND PERSONNEL as detailed in this request. All qualified and interested parties are invited to submit bids under the terms and conditions set forth as follows:

1. PREPARATION OF PROPOSALS

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 addressed as follows:

Purchasing Agent - Bid 5983 - Due: May 7, 2013
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. Any bids submitted or received after the advertised hour shall not be accepted, opened or read.

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.

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

All inquiries regarding this request shall be answered up to the close of business on May 3, 2013, 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 may be directed to the Mr. Robert Chimini, Purchasing Agent (203.452.5042) or rchimini@trumbull-ct.gov
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 Trumbull Highway Department or Town Purchasing Agent will notify a vendor of the intended rental of equipment on an “as needed basis”.

8. **PRICING**
   a. All prices quoted are to be firm for a period of one (1) year following bid opening.
   b. Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost reduction opportunities.
   c. The duration of the engagement shall through June 30, 2011 and may be renewed for (1) one additional year at the price stated in the Proposal Form by giving the service provider at least ninety (90) days written notice and upon mutual consent of both parties.
   d. Notwithstanding the foregoing the Town may cancel a contract at any time upon material breach by the service provider with seven (7) days written notice prior to the termination date.

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 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**
    a. 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 labor regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
    b. The selected vendor (if owner operated) shall supply competent, faithful, skilled and experienced and fully trained and state licensed operators to perform the required work. If at any time a Town Public Works Official (or their designee) shall notify the contractor that an assigned operator is apparently incompetent or unfaithful, such operator shall be discharged promptly and shall not be employed again for any assignments from the Town.
    c. All machines provided by the selected vendor must be capable of safe, efficient, reliable operation. All vendors shall have and make available additional equipment on an as needed basis in order to properly complete the assigned task. Actual operation of equipment may need to be witnessed/verified by a Public Works Official upon and prior to assigning a specific task.
    d. Work is to be accomplished with the least inconvenience to the general public, with due regard to traffic safety.

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 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

<table>
<thead>
<tr>
<th>General Liability</th>
<th>Each Person</th>
<th>Each Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury Liability</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
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<tr>
<td>Property Damage Liability</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
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<tr>
<td>Personal Injury Liability</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
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</tbody>
</table>

**Comprehensive Automobile Liability**
<table>
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<tr>
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<th>$1,000,000</th>
<th>$1,000,000</th>
<th>$5,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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</tbody>
</table>

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 Owner's Purchasing Department.

13. **CONFLICT OF INTEREST**

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

16. **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 203.452.5031 for inquiries regarding addenda.
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BID # 5983  DUE: MAY 7, 2013 @ 3:00 PM

BID RESPONSE FORM FOR _______________________________

(Company Name)

RENTAL RATE (WITH OPERATOR)

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment</th>
<th>Per Hour</th>
<th>Per Day</th>
<th>Per Week</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Backhoe-Wheel Loader 1/2 yd</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>2</td>
<td>Backhoe-Crawler 3/4 yd</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>3</td>
<td>Backhoe-Crawler 1 1/2 yd</td>
<td>$</td>
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<tr>
<td>4</td>
<td>Backhoe-Hydraulic Crawler 2 yd</td>
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<td>5</td>
<td>Dragline 1 1/2 yd</td>
<td>$</td>
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<tr>
<td>6</td>
<td>Bucket Loader -Crawler 2 yd</td>
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<tr>
<td>7</td>
<td>Bucket Loader-Crawler 3 yd</td>
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<tr>
<td>8</td>
<td>Bucket Loader-Wheel 2 1/2 yd</td>
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<tr>
<td>9</td>
<td>Bucket Loader-Wheel 3 1/2 yd</td>
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<tr>
<td>10</td>
<td>Bulldozer Crawler-100 hp</td>
<td>$</td>
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<tr>
<td>11</td>
<td>Bulldozer Crawler-140 hp</td>
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<tr>
<td>12</td>
<td>Bulldozer Crawler-190 hp</td>
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<tr>
<td>13</td>
<td>Trucks-2 Axle, 6 yd Level Cap</td>
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<tr>
<td>14</td>
<td>Trucks-3 Axle, 13 yd</td>
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<tr>
<td>15</td>
<td>Vibratory Roller 10-12 Tons</td>
<td>$</td>
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<tr>
<td>16</td>
<td>Harley Rake/Tractate(with operator)</td>
<td>$</td>
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<tr>
<td>17</td>
<td>Low Ground Pressure Crawler</td>
<td>$</td>
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<tr>
<td>18</td>
<td>Excavator 1/3 Cu Yd (with operator)</td>
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<tr>
<td>19</td>
<td>Tractor Trailer w/35T Gooseneck</td>
<td>$</td>
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<tr>
<td>20</td>
<td>Snowplow 42,000 GVWR or Greater w/ sander</td>
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</tbody>
</table>
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Also include hourly rates and pricing for the following:

Flagman: $_______________ /HR Overtime $_______________ /HR
Laborer: $_______________ /HR Overtime $_______________ /HR
____________ $_______________ /HR Overtime $_______________ /HR
____________ $_______________ /HR Overtime $_______________ /HR
Supervisor: $_______________ /HR Overtime $_______________ /HR

Material Markup ________________________%
Consumables Markup _________________________%

The undersigned hereby submits proposal(s) 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.

________________________________  __________________________________
Company Name     By (Signature)
________________________________  __________________________________
Address     Print Name
________________________________  __________________________________
Company Name     Title
________________________________  __________________________________
Date      Telephone/Fax
________________________________  __________________________________
Email      Website