TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
BASKETBALL COURT RECONSTRUCTION
AT TASHUA KNOLLS AND ISLAND BROOK PARKS
RFP #6001 DUE: JUNE 18, 2013 at 3:00 PM

GENERAL INSTRUCTIONS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed proposals for BASKETBALL COURT RECONSTRUCTION AT TASHUA KNOLLS AND ISLAND BROOK PARKS in accordance with the specifications and requirements as detailed in this request. All qualified and interested parties (hereinafter referred to as proposer, bidder, contractor or supplier) are invited to submit proposals under the terms and conditions set forth as follows:

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

1. PREPARATION FOR PROPOSALS
a) An original and one (1) exact copy of the Proposal shall be submitted USING THE PROPOSAL FORMS ENCLOSED. Failure to submit a proposal using the enclosed proposal forms may result in a proposal being rejected. Acceptance of a proposal is solely at the discretion of the Town.

b) No oral, telephone or telegraphic responses will be accepted or considered. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened.

2. PROPOSAL SUBMISSION
a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:

PROPOSAL # 6001 – Basketball Court Reconstruction DUE: June 18, 2013
Attn: Robert Chimini, Purchasing Agent
Trumbull Town Hall – 5866 Main Street, Trumbull CT 06611

b) All Proposals must be submitted using the enclosed Proposal form. All blank spaces for proposed prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by you organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project.

c) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

3. PROPOSAL RESPONSE TIME
Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within ninety (90) days after the actual proposal opening.

4. TOWN OPTIONS
The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, informalities or irregularities, technical defects or non-material deficiencies in a proposal. The award shall be made after careful consideration of all factors including but not limited to price.

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. SPECIFICATIONS
If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with specifications as requested herein.
7. INQUIRIES & ADDENDUMS
All technical inquiries regarding this request may be directed to Mr. Dimitri Paris, Parks Superintendent (203-650-6084) dparis@trumbull-ct.gov.

a) No inquiries shall be responded to that are received after close of business June 14, 2013.
b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers.
c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.
d) It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website (www.trumbull-ct.gov) in the Purchasing Department Section (Bid Notices) and with Digiprint at www.digiprintplanroom.com. Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.

8. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS
Any assignment or subcontracting by a proposer, bidder, supplier, 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.

9. HOLD HARMLESS CLAUSE
The Contractor 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 this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

10. WORK REGULATIONS, STANDARDS AND FEDERAL AND STATE PREVAILING WAGE
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.

11. INSURANCE
The successful proposer 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:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Each Occurrence</th>
<th>Aggregate</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
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<tr>
<td>Bodily Injury Liability</td>
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<tr>
<td>Property Damage Liability</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
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<tr>
<td>Personal Injury Liability</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
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<tr>
<td>Comprehensive Auto Liability</td>
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<tr>
<td>including coverage of owned, non owned &amp; rented vehicles</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
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The insurance policy must contain the additional provision wherein the company agrees that fifteen (15) 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 Purchasing Agent, Town of Trumbull.

Additionally the successful proposer (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 proposer (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.

12. 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.

13. PROPOSAL, PERFORMANCE AND PAYMENT BONDS

a) A Proposal (Bid) Bond payable to the Owner 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 Owner will return the bonds of all except the three lowest responsive Proposals. When the Agreement is executed, the bond of the two remaining unsuccessful Proposers will be re-
turned. The Proposal Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of the Proposal (Bid) Bond.
b) 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.

14. PRICING AND AWARD
a. All prices quoted must be firm for ninety (90) days following the proposal opening; nothing elsewhere in this request shall abrogate this firm period.
b. The Town, as its option, may award only one or both locations for Basketball Court Reconstruction.
c. The Town shall determine the “lowest responsible qualified bidder” on the basis of the Bidder submitting the lowest “Total Proposal”, and demonstration of 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 specifications.
d. If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the “lowest responsible qualified bidder”, the Town will issue a Purchase Order to the successful Bidder.
e. The Bidder designated by the Town as the “lowest responsible qualified bidder” to whom the Purchase Order is awarded shall submit to the Town the bonds requested herein.
f. In the event that the lowest responsible qualified bidder fails to provide the required documents, the Town, at its option, may consider the lowest responsible qualified bidder to be in default, in which case the Bid Guarantee shall become the property of the Town.

15. TIME IS OF THE ESSENCE
The Town considers performance to be of utmost importance. Consideration may be given to the bidder that offers the most favorable completion date.

16. MISCELLANEOUS
a) All Contractors must develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion.
b) Selected proposer agrees to warranty all work completed for this requirement as stated herein.
c) The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. Each proposer shall submit a Statement of Bidder Qualifications. If the Town is not satisfied that the proposer is properly qualified, the Town reserves the right to reject the proposal of said proposer.
QUALIFICATIONS
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
_____________________________________________________________________________

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: _______________________________________

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

<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Design Professional</th>
<th>Contract Price</th>
<th>Amount Completed</th>
<th>Date of Scheduled Completion</th>
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**Schedule B: Current Experience (Add Additional Pages as Needed)**

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<th>Project</th>
<th>Owner</th>
<th>Design Professional</th>
<th>Contract Price</th>
<th>Amount Completed</th>
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<tr>
<th>Name</th>
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<th>Date Started in Construction</th>
<th>Prior Positions &amp; Construction Experience</th>
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TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
BASKETBALL COURT RECONSTRUCTION
AT TASHUA KNOLLS AND ISLAND BROOK PARKS

RFP # 6001 DUE: JUNE 18, 2013 AT 3:00 PM

SPECIFICATIONS

The Town of Trumbull (Town), on behalf of its Department of Public Works Parks Division, is seeking competitive bids from qualified contractors to provide labor, materials, tools, equipment, and all else, necessary to perform the construction of new post tension concrete Basketball Courts at Tashua Knolls and Island Brook Parks.

REQUIREMENTS

Any sizes or estimate of quantities as indicated are approximate and are not guaranteed in any respect. Prospective bidders are to visit the sites to verify the scope of the work, measurements, quantities, etc., prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work, if deemed in the best interest of the Town.

The Contractor shall be required to examine the location of the proposed work, determine the amount and character of the labor and materials required, and prepare for any difficulties that may be encountered. Change order will not be issued for additional time, material, equipment, or any other items missed due to contractor’s failure to inspect the site.

TIME IS OF THE ESSENCE - The awarded contractor will have access to the site immediately upon award of the contract and all work must be completed in a timely manner.

Contractor’s Qualifications:

• Contractor must have minimum five years experience in the construction of tennis or basketball courts.
• Contractor must have minimum 5 years experience in post tension concrete construction.
• Contractor must provide a minimum of 3 references from other municipalities where similar work was done.
• Contractor must be certified by the Post Tension Concrete Institute with a minimum level 1 certification for installation.
• Contractor that is awarded the job will be responsible for submitting to the owner stamped engineering drawings for the design of the post tension concrete slab.
• Design shall include:
  ➢ Cable layout and spacing with calculations.
  ➢ Details showing live and dead ends.
  ➢ Court material cross section.
  ➢ Concrete mix design and placement sequence.

Stressing sequence:
Contractor will be responsible in submitting approved stressing reports to the Town of Trumbull.

Site Preparation: Prior to Concrete Pour for Basketball courts:
Existing fence fabric shall be cut 5” off the bottom to meet new surface height.
Make sure existing asphalt is clean of any growing grass in cracks and any other debris.

POST-TENSION CONCRETE SLAB

Base specification for:

Tashua Knolls:
Install formwork around the entire perimeter of the basketball courts 141’ x 114’.

Island Brook:
  a. Cut and remove existing asphalt +/- 10’ x 108’ long along the tennis courts where there is a drastic slope. Remove 1” of processed material under asphalt.
  b. Install framework around entire perimeter of the basketball court 108” x 67”
Tashua Knolls and Island Brook:

a. Two (2) layers of 10 mil. Polyethylene sheeting to cover entire existing asphalt court areas.
b. Concrete forms shall be set to the outside of fence posts and Post-tensioning cables and shall be installed 4” O.C. in both directions. Cables to be 7 strand, ½” sheathed cables. Cables to be set per Post-Tensioning Institute (PTI) specifications.
c. Concrete shall be 3000 psi with ¾” aggregate- as specified in Standard Specifications for Portland Cement or ASTM C-150. Thickness to be 4” nominal thickness. Slab shall be poured monolithically.
d. After forms are removed and concrete has reached a minimum of 400 psi, tensioning procedure may be applied according to PTI specifications.
e. After final stressing of tendons, cable ends shall be cut off and pocket holes shall be grouted flush with edge of slab with non-shrink grout. Exposed anchors shall be waterproofed prior to grouting.
f. Surface tolerance shall be a single plane with a pitch 1” in 10’. Surface shall be flat to within 1/8” under a 10’ straight edge in all directions. Any variance shall be corrected by contractor at his expense using 5000 psi epoxy grout. Finish surface shall not have a water-holding area greater than 1/8” deep (cover a nickel). This is to be determined by flooding the court with water, allowing it to drain for one hour on a seventy (70)
g. Install post-tensioning cables according to specifications and drawings provided by contractor. Cables to be 7 strand, ½” sheathed and greased cables.
h. Install double-rod #4 rebar as back-up bars on both sides of the anchors.
i. Place a 4” thick, 3000 psi concrete slab inside the formwork.
j. Strip forms and stress the post-tensioning cables according to the specifications and drawings supplied by the contractor.
k. After final stress, Post-tension cable will be cut off inside the cone holes, and cone holes will be filled with no-shrink grout.
I. Check the new concrete slab for flatness. Any low spots exceeding 1/8” in ten feet in any direction will be filled with 5000 psi epoxy concrete and brought to proper elevation.
m. Wet cure concrete slab for a minimum of 7 days or until final stress.

n. Water source will be supplied by the owner.
o. Prior to the coating process place a 12” wide strip of gravel around the entire perimeter of the courts. Areas surrounding the court shall be properly graded and sloped with topsoil and seeded to provide a smooth transition between the playing surface and adjacent exterior grassed areas. All distributed grass areas, including the construction entrance during the construction project, shall be properly repaired and topsoil and seeded. The contractor will be responsible for all restoration to damage caused by the construction project.

Top Coating / Color System: Base Bid

1. Application of the color finish shall be applied only after the concrete has cured. The color finish shall be applied to the surface areas in multiple applications in the selected and approved colors so as to form a true, uniform surface texture and color. Application work shall be performed by skilled mechanics in a workmanlike manner in accordance with the manufacturer’s standard printed materials. No work shall be performed when rain is imminent or when temperature is below 55 degrees Fahrenheit.
2. The coating for the courts shall be the Prime Coating System manufactured by Classic Turf Company LLC and Nova Sports USA or approved equal. The material shall be delivered to the construction site in its original, unopened containers, clearly labeled with trade name and name of manufacturer.
3. One coat of NovaPlay Basecoat breathable concrete primer / sealer and grip; grip must be applied mechanically not by hand for even distribution.
4. One (1) coat of acrylic resurfacer shall be applied to the entire surface of the courts.
5. Two coats of NovaPlay color coat will be applied according to its specifications.
6. Colors to be chosen by the Town of Trumbull’s Parks Superintendent at time of award.
7. Install white playing lines according to High School Basketball regulations. See manufacturer’s specifications for preparation and installation.

ACCEPTANCE

The Town of Trumbull will not accept receipt of work performed unless all specifications stated in the bid document have been accommodated and/or approved by written consent. The Contractor shall be required to correct any non-conforming issues, at no expense, to the Town of Trumbull.

Bidders are required to provide full details of exceptions to specifications. Details must be submitted separately attached to the Bid Proposal form. It is at the sole discretion of the Town to accept or reject and exceptions.

The Contractor shall remain the single point of contact regarding all work performed including warranty. The Owner’s representative shall have access to the work at all times, and the Contractor shall provide proper facilities for such access and inspection. The Owner reserves the right to reject or require the correction of any materials or workmanship which, in their opinion, fails to meet specifications. Any rejected work shall be repaired or replaced at no cost to the Owner, and rejected materials shall be promptly removed from the site.
All equipment, materials, and labor shall be inclusive of amount(s) submitted per each item in the Proposal.

The Contractor shall be responsible for design details and specifications not included in this proposal. All work shall meet applicable codes. Contractor shall provide the Owner with detailed construction drawings, with a complete set of as build drawings at the completion of the project.

GUARANTEE
Equipment, materials and/or work executed shall be guaranteed for a minimum period of five (5) years against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

For a period of one (1) year from the date of substantial completion of the contract, the Contractor shall provide to the Town written notice to remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any/all damage to structures or property caused by the Contractor incidental to this work. All such repairs to be done in accordance with instructions furnished by the Superintendent of Parks and paid for by the Contractor.

ALTERNATE OPTIONS:
#1. Remove all four existing basketball systems at Tashua Knolls Park
Prior to concrete placement, install four new basketball systems according to manufacturer’s specifications. Basketball systems shall be manufactured by Bison. #BA873-Black with BA870PP – Black pole pad. Basketball package will include pole, backboard, rim, net, and pole pad or approved equal.

#2. Replacement of only the four (4) backboards, goals, and net on basketball systems.
Manufactured by Bison, backboard BA407G, goal and net BA32, and backboard support braces (long) BA777-HL (braces and band clamps only).

#3. Remove both basketball systems at Island Brook Park.
Prior to concrete placement, install four new basketball systems according to manufacturer’s specifications. Basketball systems shall be manufactured by Bison. #BA873-Black with BA870PP – Black pole pad. Basketball package will include pole, backboard, rim, net, and pole pad or approved equal.

#4. Replacement of only the two (2) backboards, goals, and net on basketball systems.
Manufactured by Bison, backboard BA407G, goal and net BA32,
TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
BASKETBALL COURT RECONSTRUCTION
AT TASHUA KNOLLS AND ISLAND BROOK PARKS

RFP # 6001  DUE: JUNE 18, 2013 AT 3:00 PM

PROPOSAL

The bidder understands that the Owner reserves the right to reject any or all proposals and to waive any informality for this request and agrees that this proposal shall be good and may not be withdrawn for a period of 90 (ninety) 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 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.

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. The proposed rates and discounts as follows:

NOTE: The Town, as its option, may award only one or both locations for Basketball Court Reconstruction

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<tr>
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<th>Location 1</th>
<th>Location 2</th>
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<td><strong>TOTAL PROPOSED</strong></td>
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**ALTERNATE OPTIONS**

#1. Remove all four existing basketball systems at Tashua Knolls Park

#2. Replacement of only the four (4) backboards, goals, and net on basketball systems.

#3. Remove both basketball systems at Island Brook Park

#4. Replacement of only the two (2) backboards, goals, and net on basketball systems

Above Price Shall Remain Firm for: ____________ Days              Anticipated time for completion: _______ Days

Work shall commence ____________ days after receipt of Purchase Order (ARO)

The quality of workmanship is guaranteed for a period of _________ year(s) from acceptance.

Company Name                 By (Signature)
__________________________________________________________________________

Address                        Print Name
__________________________________________________________________________

Date:                          Title
__________________________________________________________________________

Email:                         Telephone/Fax
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 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)