

**TOWN OF TRUMBULL
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL
TOPSOIL & TURF ESTABLISHMENT FOR TOWNWIDE PAVING PROGRAM**

BID NUMBER 6349

Due: June 18, 2019 at 2:00PM

GENERAL INSTRUCTIONS TO BIDDERS

The Town of Trumbull, Connecticut (hereinafter referred to as Town), through the Office of the Purchasing Agent, will accept sealed bids for **TOPSOIL & TURF ESTABLISHMENT FOR TOWNWIDE PAVING PROGRAM** in accordance with the specifications and requirements contained in this request.

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 two (2) EXACT COPIES. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.
- b. 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
- c. No oral, telephonic, or faxed proposals will be considered. Corrections, deletions, or additions to bids may be made by wire, provided such wires are received in correct and comprehensive form prior to the opening time of bids, and confirmed by letter. No telephone corrections, deletions, or additions will be accepted. The Town reserves the right to reject any or all bids, and to waive any or all formalities in connection therewith.

2. BID SUBMISSION

Bids are to be submitted in a sealed envelope addressed as follows:

Bid: 6349 Due: JUNE 18, 2019 @ 2:00PM
KEVIN BOVA
Purchasing Agent
Town of Trumbull
5866 Main Street
Trumbull, CT 06611

Please be advised that the person(s) 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 Kevin Bova, 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 reserves the right to reject any and all bids and does not bind itself to accept the lowest bid or any proposal for this work or any part thereof, and shall have the right to ask for new bids for the whole or parts, should it desire to do so.
- b) If your proposal does not meet or better the required specifications on all points that must be outlined in a letter otherwise it will be presumed that a proposal 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 **JUNE 11 2019**, 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 directed to **Mr. William Maurer, PE, LS (203-452-5050)**; all others may be directed to Kevin Bova, Purchasing Agent (203.452.5042).

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.

It is the sole responsibility of a bidder 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 Purchasing Department Website www.trumbull-ct.gov. Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.

7. UNIT PRICE

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The estimated quantities of items are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to the Contractor will be based on actual quantities.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. Unit prices for identical item numbers that are in more than one bid schedule shall be equal. Discrepancies will be resolved in favor of the lowest unit price

8. AWARD AND AUTHORITY

- 1) The Town Purchasing Agent will issue notification of Award in writing and followed by a purchase order.
- 2) The quantities in this bid form are for purposes of illustration only. The final quantities will be determined by the actual work completed. The low bidder will be determined based upon the sum total of the base bid submitted, which are weighted based upon the estimated quantity of each bid item. The town reserves the right to award the bid based on the inclusion of the sum total of the base bid plus the alternate bid.
- 3) Prices submitted shall be valid through June 30, 2021
- 4) Provided that the unit prices submitted are held, the contract can be extended for an additional year, for a maximum extension of three consecutive years upon the request of the Town and agreement by the contractor. The contract may be terminated by the Town with a 30-day notice.

9. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting the selected 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

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 Contract, 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.

11. 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. The Contractor shall comply with all of the Connecticut General Statutes and comply with the EEO requirements.

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
Personal Injury Liability		\$1,000,000	\$1,000,000
Comprehensive Automobile Liability			
Bodily Injury	\$1,000,000	\$1,000,000	\$5,000,000
Property Damage		\$1,000,000	\$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 Owner's Purchasing Department.

13. 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 under the Purchasing Department's section. Bidders may also call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

14. PRICING AND TERM

All prices quoted are to be firm for a period of **two (2) years** following bid opening. Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost reduction opportunities.

The Town requires firmed fixed prices for a period of Two (2) years following Quotation opening and nothing elsewhere in this Quotation shall abrogate this firm period. The Town may renew the term of the award for this requirement for an additional 2 years- at the price stated in the Quotation Response form or mutually agreed upon prices by giving the contractor at least thirty (30) days written notice. The original agreement will be from July 1, 2019 to June 30, 2021. Upon mutually agreement the option years will be from July 1, 2021 to June 30, 2023

15. 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.

16. INVOICING & PRICING

Contractor shall provide itemized billing for various trades hours and materials billed for each service call within 15 days of completion. All invoicing (original and one copy) shall include at a minimum the following information:

- Job- Project-location
- Hours of work and personnel assigned (including applicable rates)
- Associated materials and pricing and other pertinent informatio

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TECHNICAL SPECIFICATIONS AND REQUIREMENTS

1. General Description of Work

The Town of Trumbull reconstructs various roadways as part of The Town Wide Paving Program, various topsoil and seed is required to be installed behind the curbs. Therefore, the Town is soliciting prices to install topsoil and establish grass seed for various areas Town Wide on an as needed basis in accordance with the specification.

ITEM #1 – Supply & Install Topsoil (0"-4.0"):

- Supply and Install Topsoil in accordance Section 9.44 "Topsoil" of Form 817 of State of Connecticut Department of Transportation Standard Specifications.
- Thickness of topsoil installation shall range from 0 to 4 inches.

ITEM #2 – Supply & Install Topsoil (4.1"-8"):

- Supply and Install Topsoil in accordance Section 9.44 "Topsoil" of Form 817 of State of Connecticut Department of Transportation Standard Specifications.
- Thickness of topsoil installation shall range from 4 to 8 inches.

ITEM #3 – Turf Establishment:

- Turf Establishment shall be in accordance with 9.50 "Turf Establishment, Erosion Control Matting" of Form 817 of State of Connecticut Department of Transportation Standard Specifications.
- Grass seed mixture shall be "Special B Mix" by Nutrico Turf Products. The rate of application shall be no less than 325 lbs. per acre. Contractor shall provide submittal for our review. If "Contractor" grass seed mix is used, no payment shall be made.
- Basic Blend is as follow: 45% Annual Rye, 25% Perennial Rye, 25% Creeping Red Fescue, 5% Kentucky Bluegrass 85/80.
- Starter Fertilizer shall also be used. Contractor shall provide submittal for our review.
- Mulch Master Shredded Hay shall be installed. Contractor shall provide submittal for our review. Salt hay or straw hay shall not be used.
- Refer to Item #4 only if the Town of Trumbull requires the contractor to work during "Out of Season" time periods.
- Hydro seeding is acceptable.
- This item may be utilized in areas where topsoil was installed by the Highway Department.

ITEM #4 – Re-establish Turf

- This item will only be used if the Town requires the contractor to perform Items #1- #3, #13 and #14 during "Out of Season" time period. If the roadway was ready for Item #1 through #3, #13 and #14 during "In-Season" time period, but the contractor chooses to work during "Out of Season" time period, no payment shall be made for this item. Work under this item shall only be utilized with the approval of the Engineer.
- This work to "Re-establish Turf" shall be done during "In Season" time period.
- This item shall be paid by the square yard of areas where Re-establishment occurred. Contractor must notify Engineer prior to work on the item.
- Topsoil shall be scratched either by hand or with mechanical means to loosed topsoil.
- Shim coarse of topsoil may need to be installed. Contractor to provide topsoil.
- Grass seed, Starter Fertilizer and Shredded Mulch Hay shall be installed similar to Item #3.

ALTERNATE I:

ITEMS #5 THROUGH #12 - Hourly Rate for touch-up work & equipment

Touch-up work may include removal of stumps, rocks or other debris, rough grading, saw cutting pavement for topsoil, backfilling areas behind catch basins, cleaning and other miscellaneous work required to landscape disturbed areas.

ALTERNATE II:

ITEM #13 – Install supplied Topsoil (0"-4.0"):

- Install Topsoil in accordance Section 9.44 "Topsoil" of Form 817 of State of Connecticut Department of Transportation Standard Specifications.
- Thickness of topsoil installation shall range from 0 to 4 inches.
- The contractor shall provide Trucking to pick up topsoil at the Indian Ledge Highway field yard. The Town of Trumbull will load the trucks directly. The Indian Ledge Highway field yard is open from 7:30 am to 3:00pm. Indian Ledge Highway field yard is located on Whitney Ave adjacent to Indian Ledge Park.

ITEM #14 – Install supplied Topsoil (4.1"-8"):

- Install Topsoil in accordance Section 9.44 "Topsoil" of Form 817 of State of Connecticut Department of Transportation Standard Specifications.
- Thickness of topsoil installation shall range from 4 to 8 inches.
- The contractor shall provide Trucking to pick up topsoil at the Indian Ledge Highway field yard. The Town of Trumbull will load the trucks directly. The Indian Ledge Highway field yard is open from 7:30 am to 3:00pm. Indian Ledge Highway field yard is located on Whitney Ave adjacent to Indian Ledge Park.

2. Workmen

The contractor will supply competent, faithful, skilled and experienced operator/ laborer per crew 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 on the job.

3. Cleanup

Upon suspension or completion of the work, the contractor shall remove all materials, equipment and rubbish, and shall leave the premises surrounding the roadway in a neat and orderly condition.

4. Experience

Each respondent is required to submit satisfactory evidence as part of their bid proposal. A list of at least four (4) municipalities where this type of work has been performed during the past five (5) years shall be furnished, including contact persons and phone numbers. (See the attached References sheet.)

5. Equipment

All machines must be capable of efficient, reliable operation. Actual operation of equipment may need to be witnessed/verified by a Public Works Official upon and prior to awarding a purchase order for this requirement. The equipment owned by the contractor will be indicated on the bid, together with the equipment available by lease.

6 Traffic

Work is to be accomplished with the least inconvenience to the general public, with due regard to traffic safety. The Town of Trumbull will provide Traffic Control.

7. Other

- a) If the low bidder is unable to respond, the Town reserves the right to assign the task to the next lowest unsuccessful bidder on the condition that they are to perform work at the same contract rates as the low bidder. Such unsuccessful bidder will be obligated to comply with all provisions of the Agreement between the Town and the successful bidder and all requirements of the Purchasing Agent. The prices shall be good for a 1 year period.
- b) The Town reserves the right to assign the task to the next lowest bidder in the event that the low bidder is unable to maintain an acceptable standard of work. The standard of work consists of both overall quality and rate of work. The defined scope is supplemental to the Paving Schedule outlined by the Town, and the low bidder will be required to maintain a rate of work alongside the Town's Paving Schedule. The rate of work will not be responsible for occurrences of inclement weather in which the Paving Schedule is also interrupted.

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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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EXPERIENCE

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

[illegible]

Schedule B: Current Experience (Add Additional Pages as Needed)

[illegible]

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THE PROPOSER 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 _____

*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)

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PROPOSAL FORM

THE UNDERSIGNED AFFIRMS AND 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 contained herein 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. Having received the specifications prepared by the Town the undersigned hereby submits the following Unit Prices to perform the work outlined for the subject project, and attests that this bid meets all the specifications and conditions stated in this Request for Proposal as follows:

THE QUANTITIES IN THIS BID FORM ARE FOR PURPOSES OF ILLUSTRATION ONLY. THE FINAL QUANTITIES WILL BE DETERMINED BY THE ACTUAL WORK COMPLETED. THE LOW BIDDER WILL BE DETERMINED BASED UPON THE SUM TOTAL OF THE BASE BID SUBMITTED, WHICH ARE WIEGHTED BASED UPON THE ESTIMATED QUANTITY OF EACH BID ITEM. THE TOWN RESERVES THE RIGHT TO AWARD THE BID BASED ON THE SUM TOTAL OF THE BASE BID PLUS THE ALTERNATE I, AND /OR ALTERNATE II. . THE TOWN RESERVES THE RIGHT TO AWARD WORK TO THE SECOND LOWEST BIDDER IF THE LOW BIDDER CANNOT RESPOND TO REQUESTS ON AN AS NEEDED BASIS

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 # _____, _____, _____, _____, _____

Dated _____, _____, _____, _____, _____

BASE BID			
DESCRIPTION	QTY	Unit Price	Extended
<u>ITEM #1 – Supply & Install Topsoil (0"-4.0")</u>	4,000 SY	\$ _____ /SY	\$ _____
<u>ITEM #2 – Supply & Install Topsoil (4.1"-8")</u>	4,000 SY	\$ _____ /SY	\$ _____
<u>ITEM #3 –Turf Establishment</u>	8,000 SY	\$ _____ /SY	\$ _____
<u>ITEM #4 –Re-establish Turf</u>	4,000 SY	\$ _____ /SY	\$ _____
		TOTAL BASE BID	\$ _____
ALTERNATE I			
<u>ITEM #5 –0-6 ton excavator</u>	1 HR	\$ _____ /HR	\$ _____
<u>ITEM #6 – Loader, 1 cu yd bucket capacity</u>	1 HR	\$ _____ /HR	\$ _____
<u>ITEM #7 – Class 5 Truck</u>	1 HR	\$ _____ /HR	\$ _____
<u>ITEM #8 – Laborer</u>	1 HR	\$ _____ /HR	\$ _____
<u>ITEM #9 – Driver</u>	1 HR	\$ _____ /HR	\$ _____
<u>ITEM #10 – Operator</u>	1 HR	\$ _____ /HR	\$ _____
<u>ITEM #11 – Flagman</u>	1 HR	\$ _____ /HR	\$ _____
<u>ITEM #12 – Supervisor</u>	1 HR	\$ _____ /HR	\$ _____
		<u>10% Material Mark-up</u>	\$ _____
		TOTAL ALTERNATE I	\$ _____
ALTERNATE II			
<u>ITEM #13 – Install Town supplied Topsoil (0"-4.0")</u>	4,000 SY	\$ _____ /SY	\$ _____
<u>ITEM #14 – Install Town supplied Topsoil (4.1"-8")</u>	4,000 SY	\$ _____ /SY	\$ _____
		TOTAL ALTERNATE II	\$ _____
TOTAL AMOUNT OF BASE BID + ALTERNATE I + ALTERNATE II			\$ _____

TOTAL AMOUNT OF BASE BID:

_____ **DOLLARS**

In words

TOTAL AMOUNT OF ALTERNATE I BID:

_____ **DOLLARS**

In words

TOTAL AMOUNT OF ALTERNATE II BID:

_____ **DOLLARS**

In words

TOTAL AMOUNT OF BASE BID + ALTERNATE I + ALTERNATE II:

_____ **DOLLARS**

In words

Company Name

by (Signature)

Address

Print Name

Email

Title

Date

Telephone

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

) SS:

County of _____)

_____, being first duly sworn,

1. He is _____ of _____

The bidder that has submitted the attached bid.

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid.

3. Such price is genuine and is not a collusive or sham bid.

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firms or person to submit a collusive or sham Bid in connection with the Contract for which the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the proceeds or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage, against the Town of Trumbull, (Owner) or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

Signed _____

Subscribed and sworn to before me this _____ day of _____, 20
Title

My Commission Expires _____