



TOWN OF TRUMBULL, CONNECTICUT

REQUEST FOR PROPOSAL

TRUMBULL RFP # 6334

LOTICIP PROJECT #L144-0003

CHESTNUT HILL ROAD RECONSTRUCTION PROJECT

PROPOSAL SUBMITTAL: March 21, 2019 @ 2 pm

REQUEST FOR PROPOSALS

VOLUME ONE

Prepared for the Town of Trumbull by:

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Notice to Proposers

**TOWN OF TRUMBULL
TOWN ENGINEERING
REQUEST FOR PROPOSALS
CHESTNUT HILL ROAD RECONSTRUCTION PROJECT
LOTICIP PROJECT # L144-0003**

RFP #6334 DUE: MARCH 21, 2019 at 2:00PM

Sealed proposals for the Chestnut Hill road Reconstruction Project will be received at the office of the Purchasing Agent, 5866 Main Street, Trumbull, Connecticut, on or before the date indicated above, at which time all proposals received will be opened and read aloud.

Bid documents are available from the Purchasing Department website www.trumbull-ct.gov, on the State Contracting portal <http://das.ct.gov/portal>. In addition, may be obtained (at a cost to you) from Digi print, 909 Main Street., Stratford, CT 06615, and The consulting engineer for this project is: Roy Seelye, P.E., BETA Group Inc., Hartford CT (860-513-1503).

Proposers shall comply with State mandated Guidelines if and shall comply with Equal Opportunity Employment Practices, and Safety and Health Regulations.

This contract is subject to state set-aside (CHRO) and contract compliance requirements.

Bid Security is required in the amount of ten percent (10%) of the base proposal and shall be in the form of a Certified Check or Bid Bond. No oral, Email, telephone or telegraphic responses shall be considered. A proposer may not withdraw a proposal within ninety (90) days of the proposal opening.

The Town of Trumbull reserves the right to waive and/or reject any and all proposals or any part thereof, waive the information in the proposal process, and reject any unqualified proposals, or accept any proposal or part thereof, deemed to be in the best interest of the Town of Trumbull.

Kevin Bova
Purchasing Agent

**TOWN OF TRUMBULL
TOWN ENGINEERING
REQUEST FOR PROPOSALS
CHESTNUT HILL ROAD RECONSTRUCTION PROJECT
LOT/CIP PROJECT # L144-0003**

RFP #6334 DUE: MARCH 21, 2019 at 2:00PM

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 the **CHESTNUT HILL ROAD RECONSTRUCTION PROJECT** in the Town of Trumbull in accordance with the specifications and requirements 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 proposer.

1. PREPARATION FOR PROPOSALS

Bids shall be submitted by using the enclosed BID PROPOSAL FORM that accompanies this request. Submit one (1) ORIGINAL and Two (2) EXACT COPY. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.

An original and three (3) exact copies of each Proposal shall be submitted in a sealed envelope, and addressed to: Purchasing Agent, Town of Trumbull, in a sealed envelope and plainly marked on the outside as "**CHESTNUT HILL ROAD RECONSTRUCTION PROJECT**". The envelope shall bear on the outside the name of the proposer and address. No oral, telephone or telegraphic responses will be considered. Proposals received after the advertised time and date due shall not be opened 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:

BID 6334 Chestnut Hill Road Reconstruction Project
DUE: March 21, 2019 at 2 pm sharp
Trumbull Town Hall – Attn: Kevin Bova, Purchasing Agent
5866 Main Street, Trumbull CT 06611

- b) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal 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 party 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 contractual period requested.
- d) 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, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. 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

- a) The Town reserves the right to reject any or all bids 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 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.
- c) Any item that is submitted as equal but upon delivery is found to not meet the bid specifications, that item will be returned at the vendor's expense.
- d) The Town reserves the exclusive right to determine whether or not a proposal meets or exceeds the stated specifications. This is an RFP. After an evaluation of all bid proposals, the lowest responsible bidder will be awarded the contract. Once contracts are signed, the results of the bid will be posted on the town website Results are available from the Purchasing Department website www.trumbull-ct.gov.

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 A Town Tax Exemption Certificate shall be furnished upon request.

6. SPECIFICATIONS

- a) 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 all specifications requested herein. Each Bidder will be held responsible to have studied the Specifications, visit the site (if necessary), regarding the proposed work, satisfied itself regarding all existing conditions and measurements, and to have included in the proposal an amount sufficient to cover all work.
- b) Should any Bidder find discrepancies in the Specifications, or be in doubt as to the exact meaning, notify the Town at once. The Town may then at their option, issue Addenda clarifying same. The Town shall not be responsible for oral instructions or misinterpretations of Specifications.
- c) The Town reserves the right to issue Addenda at any time prior to the Bid Opening. All such Addenda become, upon issuance part of the Specification. Each Bidder shall cover such Addenda in the proposal and shall acknowledge receipt of same on the blank provided therefore. It is the bidders' responsibility to access the Town's website or contact the Town for any addenda that may be issued in conjunction with this bid.

The Town reserves the right to require any or all Bidders to submit statements as to previous experience in performing comparable work; and as to financial and technical organizations and resources available for this work. The mere opening and reading aloud of a bid shall not constitute or imply the Town's acceptance of the suitability of a Bidder or the bid, nor shall possession of Drawings or Specifications constitute an invitation to bid. The competency and responsibility of Bidders as well as the number of working days required for completion will be considered in making an award.

7. INQUIRIES & ADDENDUMS

- a) All technical inquiries regarding this request shall be answered up to the close of business on March 14, 2019 after which time no additional questions will be accepted to Roy Seelye, BETA Group, Inc. (860-513-1503) rseelye@beta-inc.com along with cc Kevin Bova & William Maurer– Trumbull Town Engineer (203-452-5056) wmaurer@trumbull-ct.gov. All other questions may be directed to Kevin J. Bova Purchasing Agent (203.452.5042) kbova@trumbull-ct.gov
- b) 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.
- c) **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). 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

- 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 regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
- b) Applicable laws and regulations relating to employment practices, nondiscrimination, safety and health regulations shall be adhered to by the contractor. The Contractor shall be responsible for “Certified Statements of Compliance” regarding Prevailing Wages. Contractor shall also collect and submit four (4) Certified “Statements of Compliance” from any sub-contractors. **If the low qualified low bidder is chosen and is not over \$100,000.00 then prevailing wages will NOT apply.**

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 or as noted in the Connecticut DOT Form 817, Art. 1.03.07, as amended, whichever is greater:

Worker’s Compensation	Per Accident	Aggregate
Bodily Injury by Accident	\$100,000	N/A
Policy by Disease	\$100,000	N/A
Bodily Injury by Disease	\$100,000	N/A
Commercial General Liability (Contracts 0 – \$2,000,000)	Each Occurrence	Aggregate
Bodily Injury Liability	\$2,000,000	\$5,000,000
Property Damage Liability	\$1,000,000	\$5,000,000
Personal Injury Liability	\$1,000,000	\$5,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate

Including coverage of owned, non-owned & rented vehicles	\$2,000,000	None
Owner's and Contractor's Protective Liability Insurance for and in the Name of the State	Each Occurrence	Aggregate
Contracts 0 - \$20 Million	\$1,000,000	\$1,000,000

Workers' Compensation - With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Workers' Compensation insurance as required by the laws of the State of Connecticut.

Employer's liability insurance shall be provide in amounts not less than \$100,000 per accident for bodily injury by accident; \$100,000 policy limit by disease and \$100,000 per employee for bodily injury by disease.

The insurance policy must contain the additional provision wherein the company agrees that 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 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

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.

13. BID, PERFORMANCE AND PAYMENT BONDS

- a) A 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 responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. 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 a 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.
- c) The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- d) The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.
- e) The Contractor shall secure a maintenance bond with a company which shall have been approved by the Attorney of the Town of Trumbull, guaranteeing his work in all phases of construction for a period

of two (2) years from the date of acceptance by the Town which shall also cover all damages due to trench settlement.

- f) The maintenance bond shall have a value equal to 20% of the base bid price for contracts up to \$300,000. For contracts over \$300,000, maintenance bond shall be equal to 5% of the base bid. The maintenance bond shall be no less than \$5,000.00 and shall have a maximum value of \$200,000.00

14. LIQUIDATED DAMAGES:

- a) If this Bid is accepted, the Undersigned will complete all the work per the Contract Documents and shall receive satisfactory inspection by the appropriate municipal and state entities within **90 calendar days** from Notice to Proceed. Non-compliance with the scheduled completion date of the Contract shall result in engineering charges as follows:
 - b) The Contractor shall pay liquidated damages of **\$1,600.00** per working day for each day after the agreed Contract completion date up to, and including, the actual date of completion.

15. LOWEST RESPONSIBLE PROPOSAL

- a) The Town shall determine the “lowest responsible qualified proposer” on the basis of the Proposer submitting the lowest “Total Proposal”, responsiveness of his Technical Proposal; and demonstrating 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 .
- b) Proposals will be compared on the basis of the “Total Proposal” of the items listed in the Proposal and on basis of the Proposer’s experience and competence.
- c) 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 proposer”, the Town will issue a Notice of Award to the successful Proposer.
- d) The Proposer designated by the Town as the “lowest responsible qualified proposer” to whom the Contract is awarded shall execute the Contract and submit the following documents:
 - i. Performance Bond
 - ii. Payment Bond
 - iii. Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.
- e) In the event that the lowest responsible qualified proposer fails to execute the Contract and/or fails to provide the required documents within the time period prescribed, the Town, at its option, may consider the lowest responsible qualified proposer to be in default, in which case the Bid Bond shall become the property of the Town.

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. Schedule and phasing shall be submitted along with the bid estimate at the bid opening.
- b) Selected proposer agrees to warranty all work completed for this requirement.
- 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.

17. DELIVERY- SCHEDULE

Installation shall be scheduled with William Maurer 203-452-5056, or (wmaurer@trumbull-ct.gov) Town Engineer.

ALL Original Invoices, submittals waiver of liens and certified payroll TO BE SENT TO:

TRUMBULL ENGINEERING DEPARTMENT
ATT: William Maurer– Trumbull Town Engineer

5866 MAIN STREET
TRUMBULL CT 06611

18. METHOD OF AWARD - PRICING

The following criteria will be used to evaluate all Proposals:

- a) Price along with proposal meets all the specifications and conditions requested herein
- b) Vendor reputation and support
- c) Vendors who provide the most favorable delivery date

All prices quoted are to be firm for a period of ninety (90) days 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.

19. AWARD AND AUTHORITY

The Town Purchasing Agent will issue notification of award in writing along with a Standard Contract agreement. Also the Town Purchasing Agent will issue a Purchase Order.

20. QUANTITIES

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 bid submitted, which are weighted based upon the estimated quantity of each bid item.

21.COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES REQUIREMENTS- STATE SET-ASIDE

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=>

Forms and Reports For Construction Contractors

- [Checklist for Contractors on Municipal Public Works Contracts](#)
- [Affirmative Action Plan Format](#)
- [Set Aside Plan Format](#)
- [Sample AA/EOE Policy Statement](#)
- [Instructions for Filing Forms](#)
- [Minority Workforce Utilization Report \(CHRO CC257 AND CC 257a\)](#)
- [Cumulative Minority Workforce Utilization Report \(CHRO CC257b\)](#)
- [Small Contractor and MBE Status Report \(CC258a\)](#)
- [Monthly Materials Consumption Report \(CHRO CC259\)](#)
- [Map of CT Metropolitan Statistical Areas](#)
- [Links to maps for download in various formats](#)

Contractor shall coordinate with the State directly for Commission on Human rights and Opportunities (CHRO) contract compliance regulation.

22. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

- a) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.
- b) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection a)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection a)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision a)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision a)(1) of this section and is in effect on the date the affidavit is signed..
- c) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as

subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision a)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- d) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

23. PROJECT CONSTRUCTION SCHEDULE

The Contractor shall submit with their bid a detailed Project Construction Schedule depicting how they intend to complete the work within the Contract Time of 90 calendar days.

**TOWN OF TRUMBULL
 TOWN ENGINEERING
 REQUEST FOR PROPOSALS
 CHESTNUT HILL ROAD RECONSTRUCTION PROJECT
 LOTCIP PROJECT # L144-0003**

RFP #6334 DUE: MARCH 21, 2019 at 2:00PM

STATEMENT OF QUALIFICATIONS (To be submitted with proposal)

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

Telephone _____

Submitted to:

Name _____

Address _____

Telephone _____

Project Name and Description (if applicable)

Contractor's General Business Information

Check If:

Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Executive Officers

Name Title

If Partnership:

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited Other (describe): _____

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: _____

**TOWN OF TRUMBULL
 TOWN ENGINEERING
 REQUEST FOR PROPOSALS
 CHESTNUT HILL ROAD RECONSTRUCTION PROJECT
 LOTCIP PROJECT # L144-0003**

RFP #6334 DUE: MARCH 21, 2019 at 2:00PM

EXPERIENCE

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

Project	Owner	Design Profes- sional	Contract Price	Amount Completed	Date of Scheduled Completion

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

Project	Owner	Design Profes- sional	Contract Price	Amount Completed	Date of Scheduled Completion

Schedule C: Personnel (Copy Additional Pages as Needed)

Name	Position	Date of Hire	Date Started in Construction	Prior Positions & Construction Experience

**TOWN OF TRUMBULL
TOWN ENGINEERING
REQUEST FOR PROPOSALS
CHESTNUT HILL ROAD RECONSTRUCTION PROJECT
LOT/CIIP PROJECT # L144-0003**

RFP #6334 DUE: MARCH 21, 2019 at 2:00PM

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): _____

**TOWN OF TRUMBULL
 TOWN ENGINEERING
 REQUEST FOR PROPOSALS
 CHESTNUT HILL ROAD RECONSTRUCTION PROJECT
 LOTCIP PROJECT # L144-0003**

RFP #6334 DUE: MARCH 21, 2019 at 2:00PM

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)

**TOWN OF TRUMBULL
 TOWN ENGINEERING
 REQUEST FOR PROPOSALS
 CHESTNUT HILL ROAD RECONSTRUCTION PROJECT
 LOTCIP PROJECT # L144-0003**

RFP #6334 DUE: MARCH 21, 2019 at 2:00PM

PROPOSAL

Proposal of _____ (hereinafter called "Proposer, Bidder"), organized and existing under the laws of the State of Connecticut, doing business as to the Engineering Department, Town of Trumbull, Connecticut (hereinafter called the "Owner").

In compliance with your Advertisement for Proposals, Proposer hereby proposes for the **CHESTNUT HILL ROAD RECONSTRUCTION PROJECT**, in the Town of Trumbull, Connecticut together with all related incidental and appurtenant work as described in the specifications or outlined and/or shown on the exhibits. The work is to be done in strict accordance with the Specifications, Drawings and all Contract Documents, within the time set forth therein, and at the prices stated on the Proposal Schedule.

By submission of this Proposal, each Proposer certifies, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.

Proposer hereby agrees to commence work under this contract on or before a date to be specified in the "Notice to Proceed", and to fully complete the Project within **ninety (90)** consecutive calendar days thereafter.

Proposer further agrees to pay as liquidated damages, the sum of **(\$1,600.00)** nine hundred and fifty dollars for each consecutive calendar day thereafter till completion of the full contract as provided in the General Conditions. Proposer further agrees that he will provide and sustain the required Bonds and Insurance Policies as required.

Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informality in the bidding.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) 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.

Company Name

By (Signature)

Address

Print Name

City-Town-Zip

Title

Date

Telephone/Fax

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Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0201001	Clearing and Grubbing, per Lump Sum price of: _____) (\$ _____)	LS	1	\$ _____
0202001	Earth Excavation, per Cubic Yard, the price of: _____) (\$ _____)	CY	1211	\$ _____
0202451	Test Pit Excavation, per Cubic Yard, the price of: _____) (\$ _____)	CY	15	\$ _____
0202529	Cut Bituminous Concrete Pavement, per Linear Foot, the price of: _____) (\$ _____)	LF	345	\$ _____
0205001	Trench Excavation 0'-4' Deep, per Cubic Yard, the price of: _____) (\$ _____)	CY	65	\$ _____
0205003	Trench Excavation 0'-10' Deep, per Cubic Yard, the price of: _____) (\$ _____)	CY	388	\$ _____
0209001	Formation Of Subgrade, per Square Yard, the price of: _____) (\$ _____)	CY	979	\$ _____
0212000	Subbase, per Cubic Yard, the price of: _____) (\$ _____)	CY	317	\$ _____

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0213050	Bank Run Gravel, per Cubic Yard, the price of: _____) (\$ _____)	CY	311	\$ _____
0213100	Granular Fill, per Cubic Yard, the price of: _____) (\$ _____)	CY	393	\$ _____
0219003	Sedimentation Control Filter Fabric Fence System, per Linear Foot, the price of: _____) (\$ _____)	LF	1852	\$ _____
0219011	Sedimentation Control System At Catch Basin, per Each, the price of: _____) (\$ _____)	Each	19	\$ _____
0304002	Processed Aggregate Base, per Cubic Yard, the price of: _____) (\$ _____)	CY	447	\$ _____
0403880A	Cold Reclaimed Asphalt Pavement, per Square Yard, the price of: _____) (\$ _____)	SY	7160	\$ _____
0403881A	Handling Reclaimed Asphalt Subbase, per Square Yard, the price of: _____) (\$ _____)	SY	1775	\$ _____
0406171	HMA S0.5, per Ton, the price of: _____) (\$ _____)	TON	1760	\$ _____

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0406172	HMA S0.375, per Ton, the price of: _____) (\$ _____)	TON	823	\$ _____
0406236	Material For Tack Coat, per Gallon, the price of: _____) (\$ _____)	GAL	1579	\$ _____
0406999	Asphalt Adjustment Cost, per Allowance, the price of: <u>Nine thousand, four hundred fifty dollars</u> <u>(\$9,450.00)</u>	ALL	1	<u>\$9,450.00</u>
0507001A	Type 'C' Catch Basin, per Each, the price of: _____) (\$ _____)	Each	9	\$ _____
0507002	Remove Existing Catch Basin, per Each, the price of: _____) (\$ _____)	Each	6	\$ _____
0507006	Furnish and Install Type 'C' Catch Basin Top, per Each, the price of: _____) (\$ _____)	Each	4	\$ _____
0507021A	Type 'C' Catch Basin Double Grate Type 1, per Each, the price of: _____) (\$ _____)	Each	4	\$ _____

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0507224	Furnish and Install Type 'C-L' Catch Basin Top, per Each, the price of: _____	Each	3	\$_____
	(\$ _____)			
0507640A	Manhole Modifications, per Each, the price of: _____	Each	1	\$_____
	(\$ _____)			
0507654A	Shallow Manhole, per Each, the price of: _____	Each	2	\$_____
	(\$ _____)			
0507687A	Manhole - 5' Diameter, per Each, the price of: _____	Each	2	\$_____
	(\$ _____)			
0507567A	Furnish and Install Manhole Frame and Cover, per Each, the price of: _____	Each	15	\$_____
	(\$ _____)			
0507758	Reset Manhole, per Each, the price of: _____	Each	1	\$_____
	(\$ _____)			
0507831	Convert Catch Basin To Manhole, per Each, the price of: _____	Each	3	\$_____
	(\$ _____)			

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0606001	Cement Rubble Masonry, per Cubic Yard, the price of: _____ (\$ _____)	CY	12	\$ _____
0651011	12" R.C. Pipe, per Linear Foot, the price of: _____ (\$ _____)	LF	32	\$ _____
0651013	18" R.C. Pipe, per Linear Foot, the price of: _____ (\$ _____)	LF	24	\$ _____
0651015	24" R.C. Pipe, per Linear Foot, the price of: _____ (\$ _____)	LF	24	\$ _____
0651019	36" R.C. Pipe, per Linear Foot, the price of: _____ (\$ _____)	LF	19	\$ _____
0651051	12" R.C. Pipe Class V, per Linear Foot, the price of: _____ (\$ _____)	LF	44	\$ _____

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0651053	18" R.C. Pipe Class V, per Linear Foot, the price of: _____	LF	75	\$ _____
	(\$ _____)			
0651743	6" Polyvinyl Chloride Pipe (SDR-35), per Linear Foot, the price of: _____	LF	6	\$ _____
	(\$ _____)			
0651746	12" Polyvinyl Chloride Pipe (SDR-35), per Linear Foot, the price of: _____	LF	76	\$ _____
	(\$ _____)			
0651747	15" Polyvinyl Chloride Pipe (SDR-35), per Linear Foot, the price of: _____	LF	54	\$ _____
	(\$ _____)			
0651757	18" Polyvinyl Chloride Pipe (SDR-35), per Linear Foot, the price of: _____	LF	44	\$ _____
	(\$ _____)			

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0651761	24" Polyvinyl Chloride Pipe (SDR-35), per Linear Foot, the price of: _____	LF	178	\$_____
	(\$ _____)			
0651001	Bedding Material, per Cubic Yard, the price of: _____	CY	140	\$_____
	(\$ _____)			
0815001	Bituminous Concrete Lip Curb, per Linear Foot, the price of: _____	LF	3860	\$_____
	(\$ _____)			
0908003	Relocate Farm Wall Fence, per Linear Foot, the price of: _____	LF	76	\$_____
	(\$ _____)			
0910170	Metal beam rail (R-B 350), per Linear Foot, the price of: _____	LF	285	\$_____
	(\$ _____)			

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0910173	R-B 350 Bridge Attachment, per Each, the price of: _____	Each	4	\$ _____
	(\$ _____)			
0911924	R-B End Anchorage Type II, per Each, the price of: _____	Each	4	\$ _____
	(\$ _____)			
0912503	Remove Metal Beam Rail, per Linear Foot, the price of: _____	LF	285	\$ _____
	(\$ _____)			
0921038	Reset Paving Brick, per Square Foot, the price of: _____	SF	255	\$ _____
	(\$ _____)			
0922501	Bituminous Concrete Driveway, per Square Yard, the price of: _____	SY	360	\$ _____
	(\$ _____)			
0944000	Furnishing And Placing Topsoil, per Square Yard, the price of: _____	SY	2390	\$ _____
	(\$ _____)			

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0949000	Wood Chip Mulch, per Square Yard, the price of: _____	SY	1000	\$_____
	(\$ _____)			
0949043	Removing, Replanting and Mulching of Trees, Shrubs, Vines and Ground Cover Plants, per Lump sum, the price of: _____	LS	1	\$_____
	(\$ _____)			
0950013	Erosion Control matting, per Square Yard, the price of: _____	SY	350	\$_____
	(\$ _____)			
0950019A	Turf Establishment - Lawn, per Square Yard, the price of: _____	SY	2390	\$_____
	(\$ _____)			
0970006	Traffic person (Municipal Police Officer), per Allowance, the price of: <u>Eighty Thousand Dollars</u> (\$ 80,000.00)	ALL	1	<u>\$80,000.00</u>
0970007	Traffic person (Uniformed Flagger), per Hour, the price of: _____	HR	320	\$_____
	(\$ _____)			

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
0971001A	Maintenance and Protection of Traffic, per Lump Sum, the price of: _____	LS	1	\$_____
	(\$ _____)			
0975004	Mobilization and Project Closeout, per Lump Sum, the price of: _____	LS	1	\$_____
	(\$ _____)			
0980001	Construction Staking, per Lump Sum, the price of: _____	LS	1	\$_____
	(\$ _____)			
1206023	Remove and Relocate Existing Signs, per Lump sum, the price of: _____	LS	1	\$_____
	(\$ _____)			
1208931	Sign Face – Sheet Aluminum (Type IX Retroreflective Sheeting), per Square Foot, the price of: _____	SF	52	\$_____
	(\$ _____)			

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
1208932	Sign Face – Sheet Aluminum (Type IV Retroreflective Sheeting), per Square Foot, the price of: _____	SF	100	\$_____
	(\$ _____)			
1210101	4" White Epoxy Resin Pavement Markings, per Linear Foot, the price of: _____	LF	27	\$_____
	(\$ _____)			
1210102	4" Yellow Epoxy Resin Pavement Markings, per Linear Foot, the price of: _____	LF	4600	\$_____
	(\$ _____)			
1210105	Epoxy Resin Pavement Markings, Symbols and Legends, per Square Foot, the price of: _____	SF	31	\$_____
	(\$ _____)			
1210106	12" White Epoxy Resin Pavement Markings, per Linear Foot, the price of: _____	LF	175	\$_____
	(\$ _____)			

Chestnut Hill Road Reconstruction Project– BASE BID

Contractor: _____

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Estimated Quantity	Total Amount of Item (in figures)
1210108	6" Yellow Epoxy Resin Pavement Markings, per Linear Foot, the price of: _____	LF	30	\$_____
	(\$ _____)			
1302060	Adjust Utility Box (Gas), per Each, the price of: _____	Each	18	\$_____
	(\$ _____)			
1302061	Adjust Utility Box (Water), per Each, the price of: _____	Each	24	\$_____
	(\$ _____)			

PROPOSAL – CHESTNUT HILL ROAD RECONSTRUCTION PROJECT (continued)

The undersigned hereby declares that in regard to all conditions affecting the work to be done and the labor and materials required, this proposal is based on his investigations and findings, and the Town of Trumbull and the Engineers and their officers, agents and employees shall not in any manner be held responsible for the accuracy of, or be bound by any estimates, borings, water or underground conditions relative to the proposed work, indicated in this or in the other contract documents; that no warranty or representation has been made by the Town of Trumbull or the Engineers or their officers, agents and employees as to subsurface soil or rock conditions, ground water, or other underground and similar conditions; nor has any representation or warranty been so made that the estimated quantities to be used for comparison of proposals will even approximate the actual quantities or materials and work which the Contractor may be required to furnish or perform.

Project: CHESTNUT HILL ROAD RECONSTRUCTION PROJECT
TRUMBULL, CONNECTICUT
LOTICIP PROJECT # L144-0003

Date: _____

Submitted by:

(Full name)

(Full address)

1. OFFER

Pursuant to and in compliance with the Invitation to Bid relating thereto, the Undersigned,

himself/herself with the conditions present and carefully examined all the documents (including the drawings and specifications dated March 21, 2019, General Instructions, Bid Proposal Form, etc., together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by BETA Group, Inc. hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to erect and properly finish all work in accordance with said documents for the above mentioned projects to the satisfaction of the Engineer and Owner for the stipulated sum of

Total amount of base bid

Base Bid (in figures) \$ _____

Base Bid (in words) _____

Enclosed herewith is the Bid Guaranty (10% of Base Bid minimum), which is in the form of:

() Bid Bond () Certified Check

All State of Connecticut taxes are excluded from the Bid Sum.

PROPOSAL – CHESTNUT HILL ROAD RECONSTRUCTION PROJECT (continued)

2. ACCEPTANCE

- a. This offer shall be open to acceptance for ninety (90) days from the Bid opening date.
- b. If this Bid is accepted by the Owner within the time period stated above, Undersigned will:
- c. Execute this Agreement within ten days of receipt of acceptance of this Bid.
- d. Furnish the required bond (s) within ten days of receipt of acceptance of this Bid.
- e. Commence work within seven days after written Notice to Proceed or Contract signing.
- f. If this Bid is accepted within the time stated, and the Undersigned fails to provide the required Bond(s), the Owner may charge against the Undersigned the difference between the amount of this bid and the amount for which the contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.
- g. In the event this Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, the Undersigned will complete all the work per the Contract Documents and shall receive satisfactory inspection by the appropriate municipal and state entities within **90 calendar days** from Notice to Proceed. It is additionally understood that liquidated damages, in the amount of **\$1,600 per calendar day**, will be assessed for failure to complete the project within the above time period.

4. 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 # _____, _____, _____, _____, _____

6. BID FORM SIGNATURE (S)

The Corporate Seal

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

(Authorized signing officer) (Title)

(Seal)

(Authorized signing officer) (Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Company Name

By (Signature)

Address

Print Name

City, State, Zip code

Title

Phone #

FAX

EMAIL

**TOWN OF TRUMBULL
TOWN ENGINEERING
REQUEST FOR PROPOSALS
CHESTNUT HILL ROAD RECONSTRUCTION PROJECT
LOTICIP PROJECT # L144-0003**

RFP #6334 DUE: MARCH 21, 2019 at 2:00PM

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, firm 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 _____

Title

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

Title

My Commission Expires