

**TOWN OF TRUMBULL
REQUEST FOR QUOTATION
PAVING AT TASHUA KNOLLS GOLF COURSE MAINTENANCE SHOP**

BID # 5943

DUE:

MAY 1, 2012 @ 3:00 PM

GENERAL INSTRUCTIONS TO BIDDERS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed bids from qualified firms for paving at the Tashua Knolls Golf Course Maintenance Shop in accordance with the specifications and requirements as detailed in this request. All qualified and interested parties (hereinafter referred to as bidder or contractor) are invited to submit bids under the terms and conditions set forth herein

1. BID SUBMISSION AND PREPARATION

- a) An original and two (2) exact copies of the bid response shall be submitted in a sealed envelope. The sealed envelope containing a Bid must be plainly marked as follows
Bid 5943 - Paving – TKGC Due: May 1, 2012
Purchasing Agent
Town of Trumbull
5866 Main Street, Trumbull CT 06611
- b) All Bids must be submitted on the enclosed Bid Proposal form. All blank spaces must be filled in, in ink and the Bid proposal form must be fully completed and executed when submitted.
- c) 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.
- d) No oral, telephone or telegraphic responses will be considered.
- e) 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.

2. BID 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 bid amount only) shall be publicly opened and read aloud. 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. No bidder may withdraw a bid within ninety (90) days after the actual bid opening.

3. TOWN OPTIONS

The Town reserves the right to reject any or all proposals and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town. The selection of a contractor by the Town shall be made after careful consideration of all factors including but not limited to price.

4. PRICING

All prices quoted must be firm for a one year period following the proposal opening; nothing elsewhere in this request shall abrogate this firm period.

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 bid price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

6. TIME IS OF THE ESSENCE

The Town considers the required delivery date(s) to be of utmost importance. Consideration may be given to the bidder that offers the most favorable delivery date.

7. SPECIFICATIONS

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

8. INQUIRIES & ADDENDUMS

- a) All technical inquiries regarding this request may be directed to Mr. Hildalgo Nagashima, Golf Course Superintendent (203-767-2255). All other inquiries may be made to Mr. Robert Chimini, Purchasing Agent, (203-452-5042) rchimini@trumbull-ct.gov . No inquiries shall be responded to that are received after April 27, 2012.
- b) 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.
- c) The Town reserves the right to communicate with any or all of the bidders to clarify the provisions of this request; the Town further reserves the right to request additional information from any bidder at any time after proposals are opened.
- d) 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 Town website. Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.

9. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting by a bidder, vendor, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with a 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 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.

11. WORK REGULATIONS AND STANDARDS

- a) All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
- b) The contractor shall comply with all applicable laws and regulations relating to State and Federal employment practices, nondiscrimination, safety and health regulations.

12. INSURANCE

The successful bidder shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$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 Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non owned & rented vehicles	\$1,000,000	\$1,000,000

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 bidder (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 bidder (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.

13. CONFLICT OF INTEREST

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof

posted, for at least five (5) days before such purchase be made , in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

14. BID, PERFORMANCE AND PAYMENT BONDS

- a) A Bid Bond payable to the Owner must accompany each Bid for ten (10%) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When a contractor is selected and a Purchase order is issued, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Performance, Payment and Payment Bonds have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.
- b) Performance, Payment and Payment Bonds, 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 work. Attorneys-in-fact who sign the Bid, Payment, and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
- c) The contractor to who is selected for the requirement herein is to deliver a Performance Bond and Payment Bond to the Town prior to the issue of a Purchase Order from the Town. In case of failure of the Bidder to provide the required Payment and Performance bonds, the Owner may, at its option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

15. LIQUIDATED DAMAGES

The Contractor shall pay liquidated damages of \$200.00 per working day for each day after the agreed to completion date up to, and including, the actual date of completion.

16. LOWEST RESPONSIBLE BIDDER

- a) The Town shall determine the "lowest responsible qualified bidder" on the basis of the Bidder submitting the lowest proposed bid and demonstrating a history of ability and integrity necessary to perform the required work.
- b) If the Lowest Bid 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.
- c) The Bidder designated by the Town as the "lowest responsible qualified bidder" to whom the purchase order is awarded shall submit the following documents:
 - i. Performance Bond, Labor, and Payment Bond.
 - ii. Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.

20 MISCELLANEOUS

- a) The Contractor shall develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion.
- b) Selected bidder 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 bidder to perform the work required. Each bidder shall submit a Statement of Bidder Qualifications. If the Town is not satisfied that the bidder is properly qualified, the Town reserves the right to reject the bid of said bidder.

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BID # 5943

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REQUIREMENTS, TERMS & CONDITIONS, SPECIFICATIONS,

REQUIREMENT

Furnish all labor and material to pave the area adjacent to the Tashua Knolls Golf Course Maintenance Shop Building located at 5134 Madison Avenue, Trumbull, CT. Site preparations shall include:

- Removal of Bituminous asphalt and dispose of off site
- Ensure proper gravel base is installed, add additional base as needed
- Finish grade must direct water run-off away from buildings
- Repave area with class 2 commercial grade asphalt 3"- 3 1/2" compacted to 2 1/2" finished course
- Additional square foot pricing needed

NOTE: BIDDERS ARE REQUIRED TO ARRANGE A SITE VISIT AT THE LOCATION BY CONTACTING MR. HIDALGO NAGASHIMA, GOLF COURSE SUPERINTENDENT 203-767-2255. THERE WILL NE NO PRE BID MEETING FOR THIS REQUIREMENT.

SPECIFICATIONS AND LOCATION

1. The main area approximately 6000 sq. ft.
2. The paved golf course access area from the end of the main building toward the golf course.
3. The paved parking area adjacent to the end of the building.

**TOWN OF TRUMBULL
REQUEST FOR QUOTATION
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BID # 5943

DUE:

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BID PROPOSAL

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:

Total Lump sum bid for the paving at the Maintenance Shop area as specified:

_____ Dollars
Written

\$ _____

Bidder further agrees to pay as liquidated damages, the sum of (\$200.00) three hundred dollars for each consecutive calendar day thereafter until completion of the full contract as provided in the General Conditions. Bidder further agrees to provide and sustain the Bonds and Insurance Policies as required.

Bidder acknowledges receipt of the following Addenda (if any):

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.

Anticipated time for completion: _____ Days after receipt of order (ARO)

Above Price Shall Remain Firm for: _____ Days

Work shall commence _____ days after receipt of Purchase Order

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

Note any and all exceptions or clarifications :(use additional pages as necessary)

Company Name

By (Signature)

Address

Print Name

Address

Title

Date

Telephone/Fax

email

24 Hour Telephone

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BID PROPOSAL (CONTINUED)

THE BIDDER SHALL STATE THE NAMES OF ALL PROPOSED SUBCONTRACTORS (if any)

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 Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Bidder _____
(Fill in Name)

By _____
(Signature and Title)

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CONTRACTOR INFORMATION SUMMARY
Complete/Describe In Detail – Attach Additional Sheets If Required

Name of Company: _____

Address _____

Telephone/Fax _____

email _____

24 Hour Telephone _____

Type of Business: _____

(Limited Company, Limited Partnership, Sole Proprietorship, Etc)

Years In Business: _____ Number of Employees: _____

REFERENCES

(To be submitted with proposal – attach additional pages as necessary)

List references for similar services provided for at least five (5) clients in the past five (5) years.. 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): _____

CLIENT 5:

Organization Name: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Project(s): _____