

TOWN OF TRUMBULL, CONNECTICUT
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL (RFP)
CRUSHING & PROCESSING ROCK,
CONCRETE & BITUMINOUS MATERIAL

RFP 6179

DUE: APRIL 14, 2016 AT 2:00 PM

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 furnishing labor and equipment for Crushing and Processing Rock, Concrete & Bituminous Material for the Town Highway Department as detailed in the attached specifications.

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 one (1) EXACT COPY. 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

2. **BID SUBMISSION**

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

Bid 6179 - Due: APRIL 14, 2016 @ 2PM

Purchasing Agent - Town of Trumbull
5866 Main Street, Trumbull, CT 06611

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 delivery period requested.

3. **BID TIME AND BID FORMS**

- a) Bids shall be received at the office of the Purchasing Agent, Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud.
- 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.**
- c) All bid documents contained herein must be completed in their entirety; failure to do so may disqualify a bid.

4. **TOWN OPTIONS**

- a) The Town of Trumbull reserves the right to reject any and all bids and does not bind itself to accept the lowest bid or any proposal. The Town reserves the right to ask for new bids in whole or in part, or to reject any or all bids, or any part thereof, and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.
- b) If a bid proposal does not meet or better the required specifications, requirements, and scope of work requested on all points that must be outlined in a letter attached to the bid proposal otherwise it will be presumed that the bid as proposed is in accordance with the required specifications.
- c) If your product 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.
- d) In addition to consideration of a favorable bid, the Purchasing Department may give consideration to the most favorable delivery date and past experience.

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**

- a) All inquiries regarding this request shall be answered up to the close of business on **APRIL 6, 2016**, after which time no additional questions will be accepted. **All Technical inquiries regarding this request may be directed Highway Supervisor Richie Infante rinfante@trumbull-ct.gov 203-452-5071**. To ensure consistent interpretation of certain items, answers to questions the Town deems to be in the interest of all bidders will be made available in writing or by Fax as appropriate to all bidders.
- b) 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.
- c) **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. **AWARD AND AUTHORITY**

The Town will issue notification of letter of award and a standard contractual agreement then a Purchase Order.

8. **PRICING**

- a) All prices quoted are to be firm for a period of one (1) year following bid opening.
- b) Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost reduction opportunities.

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**

Bidder agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under an agreement with the Town, whether or not due in whole or in part of any act, omission or negligence of the Town or any of his representatives or employees.

11. **WORK REGULATIONS AND STANDARDS**

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.

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. **EQUAL TO ITEMS**

Any "Equal-To" items proposed in response to this request must be approved by the Town; the Town reserves the right to reject any proposal offering equipment and/or materials, which, if in its opinion does not meet the standard of quality established by the attached specifications. Any such decision shall be considered final and not subject to further recourse.

14. **SPECIFICATIONS**

- a) Each Bidder will be held responsible to have studied the Specifications, visit the site (highly suggested), 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 Highway Supervisor Rich Infante ASAP & 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.
- d) 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.

15. 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	\$1,000,000
Personal Injury Liability	\$1,000,000	\$1,000,000	\$1,000,000
Comprehensive Automobile Liability			
Bodily Injury	\$1,000,000	\$1,000,000	\$1,000,000
Property Damage		\$1,000,000	\$1,000,000

The insurance policy must contain the additional provision wherein the company agrees those 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 Town.

In the event of cancellation, the contractor will cease all operations on or before the effective date of said cancellation and shall not commence work again until he has obtained replacement insurance and has delivered a Certificate of Insurance to the Town Purchasing department & BOE Facilities Department Office.

16. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

The Town reserves the right to reject any or all bids and may waive any informalities.

The Town reserves the right to make a separate award for each item of equipment, a group of items or all items, and to make an Award either in whole or in part or to make multiple awards, whichever is deemed in the best interest of the Town. The award or Awards will be made to the most qualified bidder or bidders as determined by the Town.

The Bid will be awarded to the responsible bidder or bidders submitting the bid that results in low net cost and best value to the Town while complying with all conditions set forth in these Bid Documents. The delivery date and other factors may be Considered in the awarding of the Bid and may result in an award to a vendor other than the bidder quoting the lowest price.

Preference may be given to equipment manufactured in the USA. In the event that there is a discrepancy between the price Written in words and in figures, the price written in words shall govern. Schedules will go through Town Highway supervisor.

17. SUBCONTRACTORS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

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SPECIFICATIONS AND REQUIREMENTS

Bidders must be regular full time contractors in the type of product or service specified. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fail to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Bid and to complete the project contemplated therein. Conditional bids will not be accepted.

The Highway Supervisor of Public Works shall be the Contractor's direct contact and periodic conferences will be held to review the status of work progress.

The Contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The Contractor shall be responsible for all conduct of his employees. All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the Bid Documents.

The Town of Trumbull reserves the right to establish the order of priority for completion of the various portions of the work and to delete any portion of the work upon notification of the Contractor.

1. LOCATION AND DESCRIPTION

The work required under this contract shall include crushing and processing an existing stockpile of waste rock, concrete and bituminous material from various road projects within Town of Trumbull. It is estimated that the existing stockpile contains approximately 8,000 cubic yards.

2. SCHEDULE AND TIME OF COMPLETION

After receipt of a notice from the Highway Supervisor the Contractor shall commence work within ten (10) calendar days and shall prosecute the work diligently to its completion unless the Highway supervisor agrees to a different schedule.

3. LIQUIDATED DAMAGES

The Contractor will proceed with the work at such rate of progress to insure prompt completion of the work. It is expressly understood and agreed by and between the Contractor and the Town of Trumbull that the requirement for continuous prosecution of the work is reasonable, taking into consideration the economic conditions and other factors prevailing in the locality of the work. If the Contractor shall fail to commence the work within the stipulated time and to diligently prosecute the work, then the Contractor and his sureties shall be liable for and shall pay to the Town for each and every work day that he shall not actively participate in full time processing operations, the sum of \$100.00. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages which the Town will suffer by reason of such default. Time, being of the essence of the contract, and a material consideration thereof. This provision shall not apply to days of adverse weather conditions or to days on which the Director of Public Works or Highway

Supervisor has specifically exempted the Contractor from working. Adverse weather conditions shall mean heavy rains, extreme cold and snow, and other inclement weather conditions as so designated by the Director of Public Works / Highway supervisor.

4. COORDINATION WITH OTHERS

During the progress of the work, Town forces and/or other Contractors may be engaged in performing work in the area. The Contractor shall coordinate the work to be done under this Contract with the work of others, in such a manner as the Highway Supervisor shall approve or direct.

5. PUBLIC SAFEGUARDS

The Contractor agrees to conduct the work at all times in such a manner that the general public shall not be placed at risk or inconvenienced needlessly.

6. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall, at his own expense, provide any and all manner of superintendence, labor, materials, apparatus, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

7. OCCUPATIONAL SAFETY AND HEALTH ACT

The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contract.

8. PERMITS, LAWS, CODES, AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and current ordinances, and regulations and Municipal, County, State, or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Town and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall take out and carry appropriate employer's liability insurance and public liability insurance. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract.

9. WORKMANSHIP

It is the intent of the Specifications to describe fully and definitely the highest quality of workmanship to be furnished regarding all ordinary features and to require first-class work in all particulars.

All workmanship shall be subject to the approval of the Highway Supervisor and shall be in conformity with approved modern practice.

TECHNICAL SPECIFICATIONS

1. DESCRIPTION

The Town of Trumbull has approximately 8,000 cubic yards of stockpiled material at the Town of Trumbull located at Indian ledge park recycle area. This stockpiled material includes quantities of shot rock removed from various road reconstruction projects, precast concrete units and broken bituminous curbing.

This material is to be crushed and stockpiled on site. An area adjacent to the stockpiles of existing material will be provided to set up the crushing and processing operation. The material, once it is crushed, will be stockpiled elsewhere on the site.

The crushing operation shall be prosecuted continuously and completed within thirty (30) working days from commencement. The processing operation will include all necessary labor, equipment, supervision, and incidental work to excavate materials from existing stockpiles, crush, screen and process material to required gradation specifications and stockpile completed product.

The material breakdown required is as follows:

A minimum of 12,000 tons to be crushed and screened to the following Gradation and stockpiled.

ITEM 1

Sieve Size Percent Passing by Weight

1 ½" 100

1" 90-100

¾" 75-100

¼" 30-60

#40 5-25

#100 3-12

Approximately 1,000 tons of 1 ¼" nominal clean stone shall be generated as a By-product of the crushing process. The ratio of processed material meeting the required gradation to by-product shall be a minimum of 3.5 to 1. 1 ¼ nominal clean stone shall be paid as part of ITEM 1 or 1A.

The Contractor shall be responsible for completing any applications and obtaining any permits related to the operation of crushing equipment at this site. No additional local permits are necessary.

The Contractor shall be responsible for insuring that the material processing is done in such a manner as to consistently produce a product that meets the specification. In the event that the Contractor fails to consistently produce a product that meets the specification the Town may serve notice upon the Contractor of its intention to terminate the Work, such notice to contain the reasons for such termination. Unless the Contractor shall promptly modify his operation to produce material which meets specification, the project shall cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Contractor and he shall remove his equipment from the site within 72 hours.

The Town reserves the right to sample the product and test the materials gradation at its sole discretion. The cost of testing all samples failing to meet the required gradation shall be borne by the Contractor.

All material which does not meet these specifications, or which has become mixed with undue amounts of subsoil during any of the Contractor's operations will be rejected and shall be placed in a separate pile. The Contractor shall not be entitled to any payment for processing material which does not provide a final product that meets specification.

The Town may at its discretion have the contractor produce material meeting an alternate gradation specification. The alternate material shall meet the following gradation:

ITEM 2

Sieve Size Percent Passing by Weight

5" 100
3 1/2" 90-100
1 1/2" 55-95
3/4" 45-80
1/4" 25-60
#40 5-25
#100 0-10

2. EQUIPMENT

The Contractor shall furnish and operate all equipment necessary to properly crush, process and remove all metal from the existing raw materials to produce a consistent product meeting the specified gradations.

The Contractor shall also furnish and operate all equipment necessary to excavate material from existing stockpiles and to charge the processing plant. The Contractor shall also furnish all equipment necessary to deposit final processed material in a uniform symmetrical stockpile. The Contractor shall provide processing equipment capable of weighing the product as it is processed and shall furnish documentation certifying the recent calibration and accuracy of the scale mechanism. The Town reserves the right to verify the accuracy of the measuring device and to require adjustment of the quantity submitted for payment based on any discrepancies discovered.

3. MEASUREMENT AND PAYMENT

Measurement for payment shall be made per ton of material created which meets the required gradation. By-product stone shall not be measured for payment. At the Town's option measurement for payment shall be made per cubic yard of volume in the stockpile and the alternate unit price applied. Should the Town and Contractor not agree on the volume of material in the final stockpile then an independent surveyor, licensed in the State of Connecticut shall be hired by the Town to measure the volume and the determination of the surveyor shall be the amount of material for which payment shall be made. Provided that the contractor holds the current price, additional quantities may be added at the time of work.

4. Upon Mutual agreement Provided that the Contractor holds the prices, the contract may be extended for additional 1 year (12 months).

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BID PROPOSAL

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.

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 # _____, _____, _____, _____, _____

Item 1 Crushing and processing rock, concrete & bituminous material to the specified gradation, complete, as specified,
Estimated quantity: 12,000 tons
BID: Crush and process rock, concrete & bituminous material **per ton:**

FIGURES \$ _____

\$ _____ **Dollars**
Written in Words

Item 1a Substitute Pricing

Crushing and processing rock, concrete & bituminous material to the specified gradation, complete, as specified,
Estimated quantity: 8,000 Cubic Yards
BID: Crush and process rock, concrete & bituminous material **per cubic yard:**

FIGURES \$ _____

\$ _____ **Dollars**
Written in Words

Item 2 Crushing and processing rock, concrete & bituminous material to the alternate specified gradation, complete, as specified,
Estimated quantity: 12,000 tons
BID: Crush and process rock, concrete & bituminous material **per ton**:

FIGURES \$ _____

\$ _____ **Dollars**
Written in Words

Item 2a Substitute Pricing

Crushing and processing rock, concrete & bituminous material to the alternate specified gradation, complete, as specified,
Estimated quantity: 8,000 Cubic Yards
BID: Crush and process rock, concrete & bituminous material per **cubic yard**:

FIGURES \$ _____

\$ _____ **Dollars**
Written in Words

EXCEPTIONS: All bidders must list below any and all exceptions to the attached specifications:

COMPLETION TIME: The work to be completed within _____ calendar days from the date of the Town's authorization to proceed.

It is understood that the Town of Trumbull reserves the right to add or delete work at its sole discretion.

Above Price Shall Remain Firm for _____ Days

Warranty: _____

The undersigned, as bidder, declares that no person, or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that no person or persons acting in any official capacity for the Town is directly or indirectly interested therein or in any portion of the profit.

Company Name

by (Signature)

Address

Print Name

City/Town, - State Zip

Title

Date

Telephone/Fax

Email

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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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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)