

INVITATION TO BID

BACKFILL AND HYDROSEED 2024-32

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1. LEGAL NOTICE

Town of Newtown
INVITATION TO BID

The Town of Newtown is seeking competitive bids for the following:

- **Backfill and Hydroseed (Bid #2024-32)**

Respondents are required to submit two (2) copies of a sealed bid by no later than:

11:00 AM on Wednesday, May 15, 2024

at the Office of the Finance Director, located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, and clearly marked by each bid and number "BACKFILL AND HYDROSEED 2024-32"

Proposals received after that date and time will be rejected.

Bid Packages can be located on the Newtown's website under Purchasing Department.

<https://www.newtown-ct.gov/purchasing-department>

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown.

The Town of Newtown is an Affirmative Action Employer – MBE/WBE are encouraged to bid.

A. Jeffery Capeci First Selectman
Glenys Salas Finance Director

PURCHASING AUTHORITY

Questions regarding this request for proposal should be directed to the Purchasing Director, Kerri Mubarek,
by e-mail at kerri.mubarek@newtown-ct.gov

2. GENERAL INFORMATION

The Town of Newtown (hereinafter known as "Town") is requesting competitive bids from qualified Contractors for Backfill of Curb, Fine Grade of Road Shoulder and Establish Turf at locations designated by the Town. The Town reserves the right to accept or reject and all bids in part or in whole. Prices provided by the successful bidder shall remain in effect for all July 1, 2024 to June 30, 2025 following the award of the bid.

There are no total estimated quantities with this bid package. Actual amounts purchased by the town may vary. Contractors shall bid on a per unit basis for each item.

3. SCOPE OF SERVICES

BACKFILL OF CURB, FINE GRADE OF ROAD SHOULDER AND ESTABLISH TURF

Description

This work shall consist of placing and compacting clean fill followed by topsoil and seeded with hydro-seed. The work shall be performed at locations marked by the Town in the field.

Construction Methods

Non-Curbed Areas:

Areas shall be backfilled to a subgrade with clean fill. Topsoil to be placed with a minimum of three (3) inches and raked finished. Areas requiring less than three (3) inches of material shall be fine graded solely with topsoil.

Curbed Areas:

The area behind the curb shall be back-filled with clean fill to two (2) inches of the top of curb. Topsoil to be placed with a minimum of three (3) inches and raked finished (The curb is overfilled to allow for settlement.) Hydro-seed shall then be applied.

General:

The contractor shall be responsible for the following items:

- 1) All materials except for the hydro-seed will be provided by the Town of Newtown, and stored at the Highway Garage, 4 Turkey Hill Road, Newtown, CT. The Town will be responsible for loading all trucks.
- 2) The Contractor is responsible for picking up materials and delivering them to the site. The Town will not deliver material.
- 3) Prior to placing fill, areas shall be clean of debris (leaves, sticks, rocks, etc.). Any unsuitable material shall be disposed of at Public Works Garage, 4 Turkey Hill Road, Newtown, CT.
- 4) The contractor shall maintain the roadway in a clean condition.
- 5) All work is to be completed in a timely matter within the start and completion date as stated in the notice to proceed letter.

Maintenance and Protection of Traffic

Reference: MUTCD, ATSSA, CT DOT Form 817 and successors.

The Contractor is responsible for the safe passage of vehicles through the work zone in cases where the road cannot be closed to traffic. The Contractor shall have at least one (1) designated Traffic Person (Uniformed Flagger) on site at all times.

The Contractor is required to have the appropriate signage, traffic cones and barricades to set up sign patterns as required for

the existing road conditions.

*Contact affected departments (school, dispatch, etc.) prior to work commencing.

Method of Measurement

Accepted completed work will be measured for payment by the number of square yards.

Basis of Payment

The work will be paid for at the unit price per square yard of work completed and accepted.

4. VENDOR QUALIFICATIONS

The Contractor shall have experience of similar scope contracts identified as part of this contract. In order to ensure a consistently high level of quality in providing the specified services, the Contractor performing must include a list of equipment used is to be attached to bid documents.

5. SELECTION PROCESS

The Town of Newtown reserves the right to contract with the firm deemed most qualified. The Town of Newtown reserves the right to negotiate the contract terms and fees with the selected firm. Any contract award resulting from this Invite to Bid is subject to review and approval by the Town.

The Town of Newtown reserves the right to award the bid based on lowest price, broadest range of services and/or responsive work schedule; or any combination of these criteria. The Town also reserves the right to modify (add, alter or delete) quantity items as deemed necessary.

The Town of Newtown requests that all respondents ensure that the following specifications are included for this project. Any exceptions from this specification/scope of services shall be explained at the bottom of the bid page

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Town of Newtown Purchasing Department website. <https://www.newtown-ct.gov/purchasing-department>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Kerri Mubarek
kerri.mubarek@newtown-ct.gov

It is the responsibility of each bidder to retrieve all addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or the Town of Newtown employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered. Only information issued by such the Town of Newtown written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect. Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge

receipt of all Addenda on the Addendum Acknowledgement form and the Bidder shall list therein all written Addenda number(s) issued by the Town of Newtown.

Bidders may be required to prove their qualification concerning the following criteria:

- Financial capabilities
- Bonding status
- Contractual history- References
- Quality and stability of product, equipment and sources
- Certificate of Insurance (COI)

6. TIMELINE OF THE BID PROCESS

The following timeline has been tentatively established:

Bid Release	Friday, May 3, 2024
Bid Submission Date	Wednesday, May 15, 2024 at 11AM
Bid Awarded	Spring 2024

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 7

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-7) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "BACKFILL AND HYDROSEED 2024-32" including all outer packaging such as DHL, FedEx, UPS, etc.

All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bids are to be received by the Purchasing Authority at the office of the Finance Director at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470; by no later than **11:00 AM on Wednesday, May 15, 2024**, at which time they will be publicly opened. Bidders must fill in all blank spaces on the Bid Form for Bid Prices including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void. The Bid Price of each item on the form shall be stated in the words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidder's Company Name: _____

Address: _____

Telephone: _____

Contact Name and Email: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Website: _____

State of CT Taxpayer ID#: _____

Federal Taxpayer ID#: _____ Incorporated in the state of: _____

Corporate Seal - Circle one: YES NO

If the Bidder is a partnership, please provide names and residential addresses of partners, if different from business address:

Award Contract Signature: The Bidder shall indicate the full name, title, email and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the awarded contract (if applicable) for this procure

BID FORM

Date_____

Ms. Kerri Mubarek

Purchasing Director

Town of Newtown

3 Primrose Street

Newtown, CT 06470

Madam:

Pursuant to and in compliance with the invitation to Bid, the Undersigned:

Print or Type Business Name of Bidder

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addenda Acknowledged Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under all conditions required by the Bid Documents at the prices listed as follows:

PRICING:

PRICING SHEET

Backfill and Hydroseeding (Price / Square Yard)

Description	Unit	Unit Price
Backfill and Hydroseeding	SY	\$ _____
Hydroseeding Only	SY	\$ _____

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. Any raised exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.

Vendor Name_____Vendor Cell Phone_____

Vendor Work Phone_____Vendor Email_____

1. Have you been in litigation for any errors or omissions from projects from the past five (5) years?

Circle one: YES NO

2. Are you on the state or local debarment list for the Dept. of Administrative Services?

Circle one: YES NO

3. Respondent's company financial statement included in the proposal?

Circle one: YES NO

Please list any key features that distinguish the Bidder's product and or services from competitors:

Addendum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed form shall be submitted with the Bid Form in accordance with information in GENERAL INSTRUCTIONS; ADDENDA / REQUESTS FOR INFORMATION (RFI).

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: _____

By Bidder's Authorized Representative:

Signature _____

Name _____

Title _____ Date _____

REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page must be completed as part of the sealed bid requirements of this RFQ.

If Bidders wish to keep their references confidential, this page may be removed from the packet and submitted with the bid in a separate sealed envelope inside master sealed bid and marked "REFERENCES- CONFIDENTIAL". The Town of Newtown is not responsible for maintaining confidentiality of the references unless this procedure is followed.

REFERENCE #1:

Client _____ Phone _____
Contact Person _____ Cell _____
Project Address _____
Approximate \$ Value _____ Start Date _____ Complete Date _____

REFERENCE #2:

Client _____ Phone _____
Contact Person _____ Cell _____
Project Address _____
Approximate \$ Value _____ Start Date _____ Complete Date _____

REFERENCE #3:

Client _____ Phone _____
Contact Person _____ Cell _____
Project Address _____
Approximate \$ Value _____ Start Date _____ Complete Date _____
Start Date _____ Complete Date _____

Vendor Name _____ Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email _____

STATEMENT OF NON-COLLUSION

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of Town of Newtown, is directly or indirectly interested in said bid proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Town of Newtown Policies. The Town of Newtown and its agents shall refrain from entering into contracts with or purchasing goods or services from any firm or individual who has a sales representative or owner employed by or acting as an official of the Town of Newtown.

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Newtown employee or officer to violate the Town of Newtown Policies in connection with its bid to provide goods or services under, or otherwise in the performance of, such contract and b) if any person in the employ of Town of Newtown or elected or appointed official has a direct or indirect interest in Vendor or any supplier or Subcontract expected to be involved with the contract, such person or entity is in compliance with the Policies established by Town of Newtown.

The undersigned further understands that the above declarations are material representations to the Town of Newtown made as a condition to the acceptance of the bid proposal. If found to be false, Town of Newtown retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

By signing the below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Town of Newtown Policies contained and/or referenced herein and confirms compliance with the contents:

Authorized Signature _____

Print Name _____

Title _____

Bidder's Company Name _____

Date _____

ATTESTATION OF BID SUBMISSION

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, (as defined below) and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and /or Services and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, limited liability company or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work. Town of Newtown may terminate the contract during its term on sixty (60) days advance written notice with no penalty.

Respectfully submitted by bidder:

Business Name of Bidder_____

Authorized Signature_____

Print Name_____

Title_____

Date_____

Address_____

City, State, Zip Code_____

Email_____

Business Phone Number_____

Cell Phone Number_____

Before submitting the Bid, each Bidder must examine (a) the Bid Documents thoroughly (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and finding with the requirements of the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

Complete sets of Bid Documents shall be used in preparing Bids; neither Town of Newtown nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.

Town of Newtown in its sole discretion may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. A Bid which includes, for any Item(s), a Bid price that is abnormally low or high may be rejected in its entirety. Town of Newtown reserves the right to reject the Bid of any Bidder that Town of Newtown's considers not to possess the qualifications necessary to complete this work.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Kerri Mubarek, Purchasing Director, prior to the stated time and at the place of the Bid Opening. Town of Newtown is not responsible for Bids delayed by mail and/or delivery services of any nature.

Requirements:

- A. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- B. The Bidder shall acknowledge and agree that if awarded the RFP, Bidder shall be solely responsible for the strict compliance with all Federal, State, and Local statutes, laws, codes, rules, regulations and ordinances, and to obtain and maintain all necessary licenses and permits relating to this procurement. The successful Bidder MUST secure all required licenses and permits (local, state, federal) prior to commencing work.
- C. Award of these services, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Newtown and any other state or federal agency whose approval may be necessary.

Upon Award, all bidding documents, including this Request for Proposal, Addenda and the Award Resolution shall be incorporated by reference in the contract, whether such contract is in the form of a Town of Newtown Purchase Order, or otherwise.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of the job site(s). The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

STANDARD WAGE RATES Contractor shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, Town of Newtown reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town of Newtown. In evaluating Bids, Town of Newtown will consider the qualifications of those Bidders who's Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders and who possesses, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by Town of Newtown.

After review of these and other factors, including without limitation, responsiveness, qualifications and price, Town of Newtown reserves the right to reject any and all Bids, or any part thereof, to waive any and all informalities or to decline to make an award if it is in the Town of Newtown's best interest to do so. The Town reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.

PURCHASE ORDER ISSUANCE/AWARD

If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

If a contract is to be awarded, the Town of Newtown will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder, multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days thereafter (as needed) excluding Saturdays, Sundays and legal holidays, Contractor shall sign and return all copies of the

contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the Town of Newtown. Thereafter, upon all required reviews, approvals and the Town of Newtown signature, the Town of Newtown will deliver one fully signed copy of the contract to the Contractor. The Town of Newtown shall incur no obligations, contractual or otherwise, unless and until the Town of Newtown signs the contract, delivers a signed copy of the contract to the Contractor and delivers to the Contractor written notice to proceed.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

A Bidder wishing to withdraw a bid prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signed the Reply Sheets/Submitted Documents of RFP. The Town of Newtown will verify that the signature on the letter matches the signature on the Reply Sheets/ Documents of a RFP and will also verify the request to withdraw the bid by calling the Bidder at the telephone number provided on the Reply Sheets/ Submitted Documents of the RFP.

After the Town of Newtown is satisfied that the request to withdraw a bid before the established deadline is valid, the bid will be returned to the Bidder. The Bidder may then withdraw completely from the bidding process or may modify the bid and resubmit before the deadline (or the Town of Newtown authorized postponement thereof).

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

If a bid security is required and a Bidder does not honor their bid for the specified time, the bid check shall become the property of the Town of Newtown; or if a Bid Bond was furnished, the Bid Bond shall be payable to the Town of Newtown. Any Bid received after the time and date specified as the time for the Town of Newtown opening of Bids shall not be considered. After the deadline, the submitted bids become the property of the Town and are valid proposals to be honored ninety (90) days, as specified in the RFP.

Once bids are opened by the Town of Newtown, no Bidder may withdraw its Bid for a period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the Town of Newtown opening of the Bids.

Bidders, who do not honor their bids for the ninety (90) day period, shall be disqualified.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF NEWTOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF NEWTOWN. WITHOUT LIMITING THE FOREGOING IN ANYWAY, THE TOWN FURTHER RESERVES THE RIGHT TO REJECT ANY BID IF THE BIDDER IS DELINQUENT IN THE PAYMENT OF ANY TAXES OR FEES OWED TO THE TOWN.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications **should be directed in writing** to:

Kerri Mubarek: kerri.mubarek@newtown-ct.gov

Inquiries must reference the RFP number and the date of bid opening, and must be received **no later than as indicated in the bid documents**. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICE GUARANTEE/DURATION OF BID

For acceptance by the Town of Newtown, prices quoted must be firm, for period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B DESTINATION

Prices quoted shall be Net- Delivered to destination. Bids quoting other than F.O.B Destination may be rejected.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town of Newtown shall be paid without the approval of the Director of Business for correctness and legality. Appropriate checks shall be drawn by the Director of Business for approved charges and they shall be valid without countersignature unless the Board otherwise prescribes.

PAYMENT PERIOD

The Town of Newtown shall use its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. For projects that do not require a performance or Bid Bond, the Town of Newtown reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

8. BID BOND- NOT REQUIRED

The BID BOND is NOT required for this bid.

Based on the scope of each individual project under this bid, the Town has the right to require a Performance Bond and Payment Bond.

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the "Contractor") shall deliver to the Town of Newtown (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance (COI). The insurance shall be reviewed and approved in writing by the Town of Newtown. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reason unless prior written notice of thirty (30) calendar days has been mailed to the Town of Newtown Business Office at 3 Primrose Street, Newtown, CT 06470.

The insurance coverage carried by the Contractor must be placed with and written by an insurance company licensed to do business in the State of Connecticut, with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the current A.M. Best Company ratings. The successful bidder will be required to furnish a Certificate of Insurance naming the Town of Newtown, its employees, officers and agents, as the additional insured, and be provided by companies licensed in the State of Connecticut.

At no additional cost to the Town of Newtown beyond the Bidder's Total Bid Price, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the Town of Newtown from claims which may arise out of or result from the Contractor's obligation under the Town of Newtown contract, whether such obligations are the Contractor's or any person or entity directly or indirectly employed by said Contractor, or by any person or entity for whose acts said Contractor may be liable.

The insurance coverages carried by the Contractor (as described below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor or any person or entity directly or indirectly employed by said Contractor, or by any person or entity for whose acts said Contractor may be liable or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
- The Owner (Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** under the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include coverage for both **ongoing operations** and **completed operations**.

CG 20 10 04 13 and CG 20 37 04 13 (both forms must be included)

- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

2. Business Auto / Commercial Auto Insurance – Minimum Limits required:

- \$1,000,000 Liability
- The Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** under the Business Auto /Commercial Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
 - \$1,000,000 each accident
 - \$500,000 aggregate for injury by disease
 - \$500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the

Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the Contractor.
- The Umbrella /Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**5. Professional Liability (aka Errors and Omissions Liability):
Minimum Limits required (Applicable to Engineers and Architects)**

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

The Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** onto the Professional Liability (aka Errors and Omissions Liability) policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis**.

The Professional Liability policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor may might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Town. **The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 calendar days' prior written notice has been given to Town of Newtown from the insurer regardless of the reason for such cancellation.**

Failure to Maintain Insurance: In the event the Contractor fails to maintain required coverage as set forth herein, the Town of Newtown may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town of Newtown, and all of their elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the Contractor's performance of the contract.

The Contractor's obligation to hold harmless, defend and indemnify the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer or invitee of the Contractor.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Connecticut Department of Labor (CT DOL) rules and regulations; that is conditions of Prevailing Wage shall apply. All current prevailing wage information may be accessed online at no cost at <http://www.ctdol.state.ct.us/> (the Town of Newtown will apply the most current wage decision applicable at the time of contract award.)

APPLICABLE LAW

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive venue shall be the Connecticut Superior Court for the Judicial District of Danbury, Connecticut.

CONFIDENTIALITY/DISCLOSURE

"Contractor" refers to all Bidders/Respondents submitting a bid/proposal.

The Town of Newtown will afford due regard to the Contractor's request for the protection of proprietary or confidential information received. However, all materials associated with the Bid/Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not state generally that the materials are proprietary or confidential in nature and therefore not subject to release to third parties. The specific sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. An explanation and rationale to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from the release pursuant to FOIA.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town of Newtown whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials

or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended currently in effect. The successful bidder will further certify that all items furnished under this project will conform and comply with all applicable Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Newtown from and against any and all damages, fines and/or penalties that may be assessed against the Town of Newtown arising out of resulting from the Contractor's performance of the contract.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

The goods and services to be provided under any contract or purchase order awarded pursuant to the Invitation to Bid are exempt from sales taxes from the State of Connecticut under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

Town of Newtown

CT State- 0459289-000

Federal – 06-6002048

10. PROPRIETARY INFORMATION

This Invite to Bid and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Town of Newtown and made part of a file or record which shall be open to public inspection after contract is finalized.