Sealed Bid Sheet

2024-24

Project Number	2024-24
Project Title	Equipment 2024-2025

Sealed Bids Subject

Wednesday, April 24, 2024 11:00 am Date

Newtown Municipal Center Location

Company/Bidders	Bid Amount
American Contracting	
Gialio Landscapino	
Budget Tree + Stump	
LRM	
Krois Construct	
Newtown Arbol	
Nagy Bros	
att	
CT Tree Doctor	
Tim Wilder Tree	

INVITATION TO BID

EQUIPMENT 2024-24

American Cont-

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- 8. Bid Bond Requirements
- 9. Insurance Requirements and Indemnification
- 10. Proprietary Information

1. LEGAL NOTICE

Town of Newtown INVITATION TO BID

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

EQUIPMENT (Bid #2024-24)

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

11:00 AM on Wednesday, April 24, 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 "EQUIPMENT 2024-24"

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 Robert G. Tait 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 Vendors (hereinafter known as "Vendor") to provide Equipment Rentals and Tree Work. 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.

The successful bidder shall furnish all materials, labor, equipment and services necessary to supply and deliver equipment to the Town of Newtown as specified herein.

3. SCOPE OF SERVICES

Equipment Rentals

The town is seeking bids for the following equipment.

- 1. Tack Truck
- 2. Excavator
- 3. Bulldozer
- 4. Backhoe
- 5. Road Grader
- 6. Wheel Loader
- 7. Bucket Truck to 61 feet
- 8. Brush Chippers (9 inch, 12 inch and 15 inch openings)
- 9. Chipper Box Truck
- 10. Stump Grinder
- 11. Grapple / Crane
- 12. Log Truck
- 13. Spider Lift

If your company has other equipment available to rent, please attach a description and rates.

The town is looking for equipment bids with and without operators for hourly, daily, weekly and monthly rates. For the purposes of the bid, a work day consists of eight (8) hours and work week consists of five (5) days. For the Tack Truck only, the town is also looking for bids for applied tack per gallon.

Any damage incurred to grounds, vehicles, windows, fencing, buildings, lights, shrubs, trees and grass due to negligence or improper use of equipment by the Vendor are the responsibility of the Vendor. The Vendor is to repair or replace any damaged property. Any and all expenses incurred by the Town to repair or replace any damaged property will be deducted from the payment due to the Vendor.

Bid price shall include all materials, labor, equipment and services necessary to supply and deliver equipment to the Town of Newtown.

Tree Work

The town is seeking bids for hourly labor rates for Tree Work. The town is seeking bids for the following personnel:

- 1. Forman
- 2. Laborer
- 3. Equipment Operator
- 4. Traffic Person

Any damage incurred to grounds, vehicles, windows, fencing, buildings, lights, shrubs, trees and grass due to negligence or improper use of equipment by the Vendor are the responsibility of the Vendor. The Vendor is to repair or replace any damaged property. Any and all expenses incurred by the Town to repair or replace any damaged property will be deducted from the payment due to the Vendor.

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 (CO)

6. TIMELINE OF THE BID PROCESS

The following timeline has been tentatively established:

Bid Release Bid Submission Date Bid Awarded Friday, April 12, 2024 Wednesday, April 24, 2024 at 11AM Spring 2024

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "EQUIPMENT 2024-24" 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, April 24, 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 if the correct sum. Bidder's Company Name:

Address: To South Main St. Newtown, CT
Telephone: $203 - 8/4 - 64/6$
Contact Name and Email: Nike Voight american Contracting Ike yahoo, com
Authorized Signature:
Print Name: 1 CINE DOIGNATO
Title: Owner
Website: american contracting ct. com
State of CT Taxpayer ID#: 83-0458393 - 685/600
Federal Taxpayer ID#: 830458392 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 4/33/34

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:

Contracting 1/c

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:

Page 3 of 18

Vendor Na Vendor W	ork Phone	Merican 203- 81	W Com	ell Phone				
			TACK TRUCK Equ	ipment Rates				
Make	Model	Weight	Operator Rates	Equipment and Operator Rates	Equi	pment an	d Operator	Rates
iviake	Model	vveignt	Description – Special Attachments	Per Gallon Applied	Hour	Day	Week	Month
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Vendor Na	endor Name American Contracting Vendor Cell Phone Vendor Email												
			EXCAVATOR	Equipme	nt Rates								
				E	quipmer	it Only Ra	tes	Equip	ment an	d Operato	r Rates		
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month		
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bobcaj Vobeko	115	24K	Hammer/grading br	125	800	3,000	9,00	San	10_				
										144 (444 - 444 - 444			

Page 4 of 18

/endor N /endor W	endor Name American Contracting Vendor Cell Phone Vendor Email BULLDOZER Equipment Rates											
			BULLDOZER			nt Only Ra	tes	Equip	ment and	d Operato	r Rates	
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Vendor N	ame_ // ////////ork Phone_	Nerican 203 - S										
	BACKHOE Equipment Rates											
				E	quipmen	it Only Ra	tes	Equip	ment and	l Operato	r Rates	
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month	
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Vendor W	Vendor Name Merican Contracting Vendor Cell Phone Vendor Email ROAD GRADER Equipment Rates											
				T		nt Only Rat	tes	Equip	ment and	d Operato	r Rates	
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Equipment 2024-24 Page 13 of 32

	endor Name American Contracting Vendor Cell Phone Vendor Email WHEEL LOADER Equipment Rates											
	T			Equipment Only Rates			Equipment and Operator Rates					
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month	
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Vendor Na	me		Vendor C	eli Phone							
Vendor Wo	ork Phone_		Vendor E	mail							
			BUCKET TRUCK – to	61 FEET E	quipment	t Rates					
Make	Model	Weight	Description – Special Attachments	E	quipmen	t Only Ra	tes	Equipment and Operator Rates			
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Equipment 2024-24 Page 15 of 32

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Vendor Na	me <u>HM</u>	erican	Contracting Vendo	r Cell Phone							
Vendor Wo	ork Phone_	203-8	14 646 Vendo	or Email							
			BRUSH CHIPPE	ER (9 in) Equ	ipment R	ates					
Make	Model	Malak	Description Special Attachment	E	Equipment Only Rates			Equipment and Operator Rates			
iviake	Model	Weight	Description – Special Attachment	Hour	Day	Week	Month	Hour	Day	Week	Month
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bandit	000	31	WILK	10	030	3,000	(6100x)	Oug !	12_		
			BRUSH CHIPPE	R (15 in) Equ	uipment f	Rates					
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Equipment 2024-24 Page 16 of 32

Vendor Na	ime		V	/endor C	ell Phone_	- alikokw						
Vendor W	ork Phone_			/endor E	mail							
			CHIPPER	BOX TR	UCK Equip	ment R	ates					
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Vendor Na	me		Ve	ndor C	ell Phone_								
Vendor W	ork Phone_		Ve	ndor E	mail								
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Make	ake Model Weight		Description – Special Attachments		Hour	Day	Week	Month	Hour	Day	Week	Month	
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				1 .	Equipment Only Rates			Equipment and Operator Rates					
Make	Model	Welght	Description – Special Attachments		gnt Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month

NY NAME: American Contracting

EQUIPMENT RATES

EFFECTIVE FROM JULY 1, 2023 THROUGH JUNE 30, 2024

(= by 8 for hoorly)

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	Model	Weight	Description-Special Attachments	Eq	ulpment C	Only	Equipm	ent and C	perator
			\$240 hour	Day	Week	Month	Day	Week	Month
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	344 10ader	20,000	Forks / Side Clumo	800	3,300	13,000	950		
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20	115 exc.	24,000	0 1	800	31900	121000	1,080		
+	T 590 SS	8,000	hammer roll planer sweeper	800	3,300	12,000	950		
T	753	8,000	Coracler	700	3,800	16,500	F00		
	aver	16,000	8-15' screed	1,000	5,700	38,500	1,900		
20110	l'ower	40,000	10-20' screed	2,500	7,500	37,500	2,500		
	side paier	3,000	4-7' screed	800	3,200	19,000	800		
.(Roller	3,000	36" dione	720	2,880	10,900	720		
7	Roller	3-5 Ton	48" diom	800	3,300	4,000	800		
	Roller	12-20 ton	72" drom	966	3,600	13,500	900		
C	Roller	10 Ton	72" diom	860	3,000	12,000	800		
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it	Cold Dlaner	18"		375	1,500	5,605	375		
	domp tr	15,000		600	2,460	9,000	600		
NH	tri-axe	762		760	3,040	11,400	760		
bilt	tii-axle	76 K		760	3,040	11,400	760		
	mason dump	19,500		640	2,560	91600	Q40		
(6) Z	compactor	14,700		450	1,800	6750	220		
state	trailer	12 Ton		500	2,600	7,500	500	-	
	trailer	30 Ton		600	2,400	9,000	600		
7	clupper	19 10		700	2,800	10,500	700		
25		10.00							
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2									
-				-					

ADDITIONAL EQUIPMENT AVAILABLE RATES

Vendor Name American Contracting Vendor Cell Phone Vendor Work Phone 203 - 814 6416 Vendor Email Vendor Rates

LABOR Rate Per Hour

Foremen 55

Laborer 49

Equipment Operator 55

Traffic Person 35

35

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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.
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? <u>Circle one:</u> YES NO
3. Respondent's company financial statement included in the proposal? <u>Circle one:</u> YES NO
Please list any key features that distinguish the Bidder's product and or services from competitors:
Noustown operated company. We can mobilize within one hour of notice. We take pride in our work, most important
our town.

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Addemdum Acknowledgement Form:

Addendum # ______Date Issued _____

Note: the Bidder is to complete, sign and date this form. The completed for 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	
Business Name of Bidder:	Imerican Contra	ting
By Bidder's Authorized Repre	sentative:	6
Signature ///	7	 8
Name Mike Voig	H	
Title Owner,		
Date 4/23/24		

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REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page <u>must be completed</u> 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 confidentially of the references unless this procedure is followed.

REFERENCE #1:	
Client AND commercial services	Phone <u>803 - 996 -</u> 846 2
Contact Person Brian Malloy	Cell
Project Address MUSC. Paulng	
Approximate \$ Value Misc.	Start DateComplete Date
	muc. Projects + dates
REFERENCE #2:	•
Client Conumers Yetroleum	Phone <u>003 - 73 / -</u> 09/2-
Contact Person Refer Wield	Cell
Project Address Mis, paving lex ca vatin	9
Approximate \$ Value M/SC	Start DateComplete Date
	misc. projects t clates
REFERENCE #3:	1
Client TOWN OF ROUSTOUR	Phone <u>203 - 270 - 4360</u>
Contact Person Anthony Capo 22 ie 16	Cell
Project Address MISC. PCUING	/
Approximate \$ Value Plijs	Start Date 13 Complete Date 18 13
Start Date Complete Date	,
Vendor Name AMELICAN CONTRASTIS Vendor Cell P	
Vendor Work Phone <u>3-846416</u> Vendor Ema	all american contracting/k@yahoo. Con

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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:

Print Name Nine Doight

Title OUNCL

Bidder's Company Name AMERICAN Contracting

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ATTESTATION OF BID SUBMISSION

Respectfully submitted by bidder:

The undersigned herby 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.

Business Name of Bidder American Contracting

Authorized Signature

Print Name

Mile Voig W

Title OLDME

Date 4/33/34

Address 7. S. Main St. Newtown ST

City, State, Zip Code

Email American Contracting Ika yahoo Com

Business Phone Number 303 - 814 6416

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 is 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 Statues 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 if 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 if 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.

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 <u>Additional Insured</u> 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 <u>Additional Insured</u> 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, 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).
- 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 <u>Additional Insured</u> 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, 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 Statues 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.

SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "EQUIPMENT 2024-24" 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 lat the nd Bid cies

than 11:00 AM on Wednesday, April 24, 2024 at 11:11:11
than 11:00 AM on Wednesday, April 24, 2024, at which time they will be publicly opened. Bidders must fill in all blank spaces on
Bid Form for Bid Prices including without limitation unit prices, extended prices and total price or the Bid will not be considered a
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
Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepance
between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor if the correct sum.
Bidder's Company Name: Budget Tree - Stomp Kemaval LIC
Address: 11 Delno Drive, Danbury CT 06811
Telephone: 203-460-1129
Contact Name and Email: Bill Makins billmakesegmail.com
Authorized Signature:
Print Name: Bill Makros
Title: Member - Owner
Website: budget bill tree, com
State of CT Taxpayer ID#: 001803535000
Federal Taxpayer ID#: 06-1627917 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:
NA
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
Bill Makros Member, Budget Tree & Stump Removal, LLC

11 Delno Drive, Danbony CT

BID FORM

Date 4 23 24

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 Bill Mokros Budget Tree! Stomp Remou

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:

Page 3 of 18

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Page 4 of 18

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Page 6 of 18

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Equipment 2024-24 Page 13 of 32

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Vendor Work Phone 203-746-3718	Vendor Emailbillmakroscamail.com
	Q

WHEEL LOADER Equipment Rates

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Vendor Work Phone 203-746-3718	Vendor Email billmakns agmail.com
В	BUCKET TRUCK – to 61 FEET Equipment Rates

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Equipment 2024-24 Page 15 of 32

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Equipment 2024-24 Page 16 of 32

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Equipment 2024-24 Page 17 of 32

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Equipment 2024-24 Page 18 of 32

Vendor Name Badget Tree Storp Por Vendor Work Phone 203-746-3718	vendor Cell Phone 203-460-1129 Vendor Email bill makes egmail com
TREE	E WORK Labor Rates
LABOR	Rate Per Hour
Foremen	\$4D
Laborer	\$35
Equipment Operator	\$45
Traffic Person	\$75

ADDITIONAL EQUIPMENT AVAILABLE RATES

If your company has other equipment available to rent, please attach description and rates on separate

Budget Tree & Stump Removal, LLC Additional Equipment List

Equipment Type	Description	Equipment & Operator					
Nifty Lift - SD64	I for street t	Day	Week	Month			
Nifty Lift - SD64	70 foot self propelled turf friendly, 4 wheel dirve bucket	1,900.00	9,500.00	38,000.00			
Log Trailer	70 foot self propelled turf friendly, 4 wheel dirve bucket	1,900.00	9,500.00	38,000.00			
Log Trailer	tow behind log trailer with grapple	1,500.00	7,500.00	30,000.00			
Giant 254SW	tow behind log trailer with grapple	1,500.00	7,500.00	30,000.00			
xcavator	Telescopic wheel loager with grapple	1,500.00	7,500.00	30,000.00			
	CAT 305 Excavator with thumb	1,800.00	9,000.00	36,000.00			

Page 14 of 18

Exc	or	+1,	nn	

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.

None

- 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?

 <u>Circle one:</u> YES NO
- 3. Respondent's company financial statement included in the proposal?

 <u>Circle one:</u> YES NO

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

Page 15 of 18

Addemdum Acknowledgement Form:

Mone

Note: the Bidder is to complete, sign and date this form. The completed for 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	·	— s	
Addendum #	_Date Issued		<u>=</u> 1	
Addendum #	_Date Issued		_	
Addendum #	_Date Issued	-	_	
Addendum #	_Date Issued			
Addendum #	_Date Issued			
Business Name of Bidder: Bodge By Bidder's Authorized Representativ Signature	e:			LLC
Name Bill Makros	<u>`</u>			
Title Member-On	mer			
Illaslas				

Page 16 of 18

REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page <u>must be completed</u> 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 confidentially of the references unless this procedure is followed.

REFERENCE #1:
Client Candlewood Knolls Association Phone
Contact Person MIRe Dapolite Cell 203-948-9125
Contact Person MIRE Dapolite Cell 203-948-9125 Project Address 21 North Boach Drive, New Fairfield CT 06812
Approximate \$ Value Start Date Complete Date Complete Date
REFERENCE #2:
$\Delta = \Delta = \Delta$
Client Danbury Howard Authority Phone
Contact Person Sonth Cell 203-460-4175
Project Address moltiple locations
Approximate \$ Value 4D DDD Start Date 123 complete Date 24
REFERENCE #3:
Client State of CT Phone 203-591-3624
Contact Person Steve Gedde 5 Cell
Project Address multiple Incations
Approximate \$ Value 9000 Start Date 3 Complete Date 35
Start Date Complete Date
Vendor Name Barbet Tree: Stomfendor Cell Phone 203-460-1129
Vendor Work Phone 203746-3718 Vendor Email Dill mat 150 amail com
Vendor Email Ott Teach Strain Vendor Email Ott Teach Strai

Page 17 of 18

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

Bill Makro5

Title

Member | Owner

Bidder's Company Name Budget Tree 25tomp Removal, UC

Date 4 23 24

Page 18 of 18

ATTESTATION OF BID SUBMISSION

The undersigned herby 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 Barbett Tree & Stomp Removal, LLC
Authorized Signature
Print Name Bill Makins
Title Member Owner
Date 4 3 3 4
Address 11 Delno Drive
City, State, Zip Code Danbony, CT (2081)
Email billmakrose amail com
Business Phone Number 203.746.3718
Cell Phone Number 25-460-1129

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "<u>FQUIPMENT 2024-24</u>" 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, April 24, 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 if the correct sum.

between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor if the correct sum.
Bidder's Company Name: Consection The Doctor LLC
Address: 32 West St Newtown CT 06970
Telephone: 33 948 2486
Contact Name and Email: Aayon Cengel Cttreedactor & gma, 1, Can
Authorized Signature:
Print Name: Aaron Censel
Title: Member
Website: Cttleedoctol, Com
State of CT Taxpayer ID#:
Federal Taxpayer ID#: 474577349 Incorporated in the state of:
Corporate Seal - Circle one: YES NO
f 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
Advan Genger 3d west st Newtown Co
alm -

Equipment 2024-24 Page 7 of 32

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:	
Connecticut Mee Dactor 1.10.	

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:

Equipment 2024-24 Page 8 of 32 Equipment 2024-24 Page 9 of 32

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Equipment 2024-24 Page 10 of 32

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Equipment 2024-24 Page 11 of 32 Equipment 2024-24 Page 12 of 32

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Equipment 2024-24 Page 13 of 32

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Equipment 2024-24 Page 15 of 32

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Equipment 2024-24 Page 17 of 32

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Equipment 2024-24 Page 18 of 32

Page 13 of 18

Equipment 2024-24 Page 19 of 32

ADDITIONAL EQUIPMENT AVAILABLE RATES

Vendor Name Connecticut Mee Docted IIC Vendor Cell Phone 2039482486

Vendor Work Phone Vendor Email Ct Heedocter & gmail. **TREE WORK Labor Rates** LABOR Rate Per Hour Foremen 100 Laborer 100 125 **Equipment Operator** Traffic Person

If your company has other equipment available to rent, please attach description and rates on separate

Excepti	
Bidder raised e	shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. An exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.
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 financia statement included in the proposal? <u>Circle one:</u> YES NO
	Please list any key features that distinguish the Bidder's product and or services from competitors:

Addemdum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed for 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:C	me of cuf	Wee.	De Sel	uc
By Bidder's Authorized Representa	itive:			
Signature				
Name Horan lenge	4			
Title Member				
Date 4/13/1024				

REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page <u>must be completed</u> 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 confidentially of the references unless this procedure is followed.

REFERENCE #1:
Client Town Of Weidtown Phone 203 948 8931
Contact Person HATHORY Cafe 221e110 Cell
Project Address New York
Approximate \$ Value 1000 Start Date 11/2 Complete Date 12/3/1/23
REFERENCE #2:
Client Steplen Clark Phone 203 731 4441 Contact Person Steplen Clark Cell
Contact Person Steflen CKNL Cell
Project Address 39 Mile hill Id South
Approximate \$ Value 6000 Start Date 7/4/23
REFERENCE #3:
Client 6-1910 CondScafe Selles Phone 203 300 7884 Contact Person Chris 91910 Cell
Project Address Weutow
Approximate \$ Value 5000 Start Date 10/4/23
Start Date Complete Date
a Nach /11/
Vendor Name Connecticut The Doctor 11C 203 948 2486
Vendor Work Phone Vendor Email_Cf WeldoCfale grand Con

Equipment 2024-24 Page 22 of 32

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 reference	ed herein and confirms compliance with the contents:
•	TO THE STATE OF TH
Authorized Cianature	ann

Authorized Signature

Print Name Noton Cengol

Bidder's Company Name Connecticut Tree Docter IIC

Date 4/13/12/24

ATTESTATION OF BID SUBMISSION

The undersigned herby 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 Cognecticat Nee Decter uc
Authorized Signature
Print Name_ Avan Lengy
Title Menber
Date 4/23/2029
Address 32 West St
City, State, Zip Code Newtown of d6470
Email CtHeedocter @ gmail. Com
Business Phone Number 203 270 0306
Cell Phone Number 203 948 2486

INVITATION TO BID

EQUIPMENT 2024-24

CONTENTS

- 1. Legal Notice (Invitation to Bid)
- 2. General Information
- 3. Scope of Services
- 4. Vendor Qualifications
- 5. Selection Process
- 6. Timeline of Bid Process
- 7. Sealed Bid Form
- 8. Bid Bond Requirements
- 9. Insurance Requirements and Indemnification
- 10. Proprietary Information

1. LEGAL NOTICE

Town of Newtown INVITATION TO BID

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

EQUIPMENT (Bid #2024-24)

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

11:00 AM on Wednesday, April 24, 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 "EQUIPMENT 2024-24"

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 Robert G. Tait 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 Vendors (hereinafter known as "Vendor") to provide Equipment Rentals and Tree Work. 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.

The successful bidder shall furnish all materials, labor, equipment and services necessary to supply and deliver equipment to the Town of Newtown as specified herein.

SCOPE OF SERVICES

Equipment Rentals

The town is seeking bids for the following equipment.

- 1. Tack Truck
- 2. Excavator
- 3. Bulldozer
- 4. Backhoe
- 5. Road Grader
- 6. Wheel Loader
- 7. Bucket Truck to 61 feet
- 8. Brush Chippers (9 inch, 12 inch and 15 inch openings)
- 9. Chipper Box Truck
- 10. Stump Grinder
- 11. Grapple / Crane
- 12. Log Truck
- 13. Spider Lift

If your company has other equipment available to rent, please attach a description and rates.

The town is looking for equipment bids with and without operators for hourly, daily, weekly and monthly rates. For the purposes of the bid, a work day consists of eight (8) hours and work week consists of five (5) days. For the Tack Truck only, the town is also looking for bids for applied tack per gallon.

Any damage incurred to grounds, vehicles, windows, fencing, buildings, lights, shrubs, trees and grass due to negligence or improper use of equipment by the Vendor are the responsibility of the Vendor. The Vendor is to repair or replace any damaged property. Any and all expenses incurred by the Town to repair or replace any damaged property will be deducted from the payment due to the Vendor.

Bid price shall include all materials, labor, equipment and services necessary to supply and deliver equipment to the Town of Newtown.

Tree Work

The town is seeking bids for hourly labor rates for Tree Work. The town is seeking bids for the following personnel:

- 1. Forman
- 2. Laborer
- 3. Equipment Operator
- 4. Traffic Person

Any damage incurred to grounds, vehicles, windows, fencing, buildings, lights, shrubs, trees and grass due to negligence or improper use of equipment by the Vendor are the responsibility of the Vendor. The Vendor is to repair or replace any damaged property. Any and all expenses incurred by the Town to repair or replace any damaged property will be deducted from the payment due to the Vendor.

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

TIMELINE OF THE BID PROCESS

The following timeline has been tentatively established:

Bid Release

Bid Submission Date

Bid Awarded

Friday, April 12, 2024 Wednesday, April 24, 2024 at 11AM Spring 2024

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "EQUIPMENT 2024-24" 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, April 24, 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 if the correct sum. Bidder's Company Name:

Address: 71 S Main St, UNH 7, Nantown, CT aug 70
Telephone: 203-270-4585
Contact Name and Email: Christopher Giglio, Christophiolary Scape. (OV)
Authorized Signature:
Print Name: Christopher Giglio
Title: Member
Website: NWW. GIGHO And Scape. (Om
State of CT Taxpayer ID#:
Federal Taxpayer ID#: 76-0780413 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

Page 2 of 18

BID FORM

Date 4/24/24

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:

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Vendor Na	me		Vendor Ce	ell Phone				
Vendor W	ork Phone_		Vendor Er	nail				
			TACK TRUCK Equi	pment Rates				
				Equipment and Operator Rates	Equip	ment and	Operator	Rates
Make	Model	Weight	Description – Special Attachments	Per Gallon Applied	Hour	Day	Week	Month

Vendor Na	me		Vendor Co	ell Phone_							
Vendor Wo	ork Phone_		Vendor E	mail							
			BULLDOZER	Equipmer	nt Rates		_				
Make	Model	Weight	Description – Special Attachments	E	quipment	Only Rat	es	Equip	ment and	Operator	Rates
iviake	Model	weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
			n								

endor Na	ime		Vendor C	ell Phone_								
endor W	ork Phone_		Vendor E	mail								
			BACKHOE E	quipment								
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wake	iviouei	weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month	
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Vendor Na	me		Vendor C	ell Phone_							
Vendor W	ork Phone_		Vendor E	mail							
			ROAD GRADE	R Equipme	nt Rates						
				Equipment Only Rates				Equipment and Operator Rates			
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month

Equipment 2024-24 Page 13 of 32

Vendor Name Gigio Landsaid	SMUS Wendor Cell Phone_	203-300-10884
Vendor Work Phone 203-270- 4	S85 Vendor Email ()	ns@gig10landscape.com

WHEEL LOADER Equipment Rates

				E	quipmen	t Only Ra	tes	Equipment and Operator Rates			Rates
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
Hitalli	HL200		175 yard Bucket						1,100	5,600	H,ccc
JUNA	544D		2.5 yard Bucket						1,100	5,600	23,000
JUNN	444+		2.5 yard Bucket						1,100	5,600	33,000
Kuata	1530		1 yard Bucket						1,000	4,700	20,000
	WL95		2 yard bucket						1,200	5,900	24,000
thachi	HL100		W 12ft Show Pusher						1,600	7,800	30,400
JUM	544 D		WI 14 ft snow pusher						1,600	7,500	30,400
Jun	AAAH		W/14ft snow pusher						1,600	7,800	30,40
KUDOTA	R530		WI 10ft show pusher						1,400	7,000	28,000
wadler	WL95		W/14 & snow pusher						1,750	8,500	31,000

Equipment 2024-24 Page 14 of 32

Vendor Na	ime		Vendor C	ell Phone_							
Vendor W	ork Phone_		Vendor E	mail				7);			
			BUCKET TRUCK – to	61 FEET E	quipment	: Rates					
				Equipment Only Rates				Equipment and Operator Rates			
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month

1	100	iolana	Scape Services Vendor C	Cell Phone	203	-300	- 688	4_		_	
Vendor We	ork Phone_	203-27	Vendor E	mail	Ans(Dgigi	iolan	dscaj	20. COV	n	
			BRUSH CHIPPER	(9 in) Equ	ipment R	ates					
Make	Model	Weight	Description – Special Attachments	{	quipmer	nt Only Ra	tes	Equi	pment and	l Operato	r Rates
IVIARC	Model	vveignt	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
			BRUSH CHIPPER (12 in) Equ	uipment I	Rates		· · · · · · · · · · · · · · · · · · ·			
Make	Model	Weight	Description – Special Attachments	E	quipmer	nt Only Ra	tes	Equi	uipment and Operator Rates		
			2 costipuon apediari teta dimiento	Hour	Day	Week	Month	Hour	Day	Week	Month
Vermeer	BC 1000x	(000) NS							1,000	4,000	12,000
Morbark	Turster12								1,400	4,800	14,00
	E M. GO				S RAIN					and the	
			BRUSH CHIPPER (15 in) Equ	uipment (Rates					
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Iviake	Model	weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
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Equipment 2024-24 Page 16 of 32

Vendor Na	me_GiQ	110 6	MSape SMUS Vendor C	Cell Phone	203-	300-	6889					
Vendor W	ork Phone_	203-27	0-4585 Vendor E	mail(\)	nsc	ogigli	Mana	Iscap	e. corr)		
			CHIPPER BOX TR	RUCK Equi	pment R	ates						
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equi	Equipment and Operator Ra			
Widke	Wiodei	Weight	Description — Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month	
FL50			15 yard Chipmick						1,000	5,000	15,000	
6500	Chevy		15 yard Chiptruck						1,000		,	
			STUMP GRIND	ER Equipi	nent Rat	es						
Make	Madal)4/-:-b-	Description Consideration I	E	quipmer	nt Only Ra	tes	Equipment and Operator Rates				
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vermoer	51252								1,200	4,800	17.500	
vermeer	SC362									5,500		
STREET.	and a second						46.3					
			GRAPPLE / CRA	NE Equip	ment Rat	tes						
Make	Model	Weight	Description Special Attachments	E	quipmer	nt Only Ra	tes	Equi	pment and	l Operato	r Rates	
IVIARE	Model	weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month	
				1								

Equipment 2024-24 Page 17 of 32

Vendor Na	ame		Vendor C	ell Phone							
Vendor W	ork Phone_		Vendor E	mail							
			LOG TRUCK	Equipme	nt Rates						
N.4-1	N. dadal	346-1-1-4	Description C. (100)	Equipment Only Rates				Equip	ment an	d Operato	or Rates
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
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			SPIDER LIFT	Equipme	nt Rates						
0.4-1	N4 I - I	NA/-:-I-A	Desiring Control of the Control of t	E	Equipmer	nt Only Ra	tes	Equip	ment an	d Operato	or Rates
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Equipment 2024-24 Page 18 of 32

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ADDITIONAL EQUIPMENT AVAILABLE RATES

vendor Name Giglio LandScape Services	Vendor Cell Phone 203 - 300 - (0884				
Vendor Work Phone 203 270-4585 Vendor Email Chin Cagiglio and Scape.					
TREE WOR	K Labor Rates				
LABOR	Rate Per Hour				
Foremen	\$75.00				
Laborer	#62.00				
Equipment Operator	\$ 90.00				
Traffic Person	\$57,00				

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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.

- 1. Have you been in litigation for any errors or omissions from projects from the past five (5) years? Circle one: YES
- 2. Are you on the state or local department list for the Dept. of Administrative Services? Circle one: YES
- 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:

Heavy Labor Force for projects. Large crew for emergency services.

Page 16 of 18

REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page <u>must be completed</u> 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 confidentially of the references unless this procedure is followed.

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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 Po	- 687
contained and/or referenced berein and confirms compliance with the contents:	olicies
contained and/or referenced herein and confirms compliance with the contents: Authorized Signature	
Print Name Christophy Biglio	
0.7.0	

Bidder's Company Name Ciglia Landscape Services UK
Date 4/24/24

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Addemdum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed for 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 # _	NA	_Date Issued	,				
Addendum#_	NA	Date Issued					
Addendum#_	NA	Date Issued					
Addendum#_	NA						
Addendum#_	NA	Date Issued	į.				
Addendum#_	NA	Date Issued	4				
Business Name of Bidder: Christopher Giglio Signature							
Name Chr.	stopher Gizl	10					
Title Memb	RI						
Date 4/24	124						

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ATTESTATION OF BID SUBMISSION

The undersigned herby 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 6:310 Lanchage Services WC
Business Name of Bidder O 100 100 100 100 100 100 100 100 100 1
Authorized Signature VIII VIII VIII VIII VIII VIII VIII VI
Print Name Christopher Giglio
Title Nember
Date 4/24/24
Address 71 South Main St Unit 7
City, State, Zip Code Wertown, CT 06470
Email Office@giglivlandscape.com
Business Phone Number <u>203 - 270 - 4585</u>
Cell Phone Number 203 - 300 - 6884

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 is 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 Statues 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 if 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 if 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.

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
0	\$1,000,000	Each Occurrence
•	\$1,000,000	Personal and Advertising Injury
•	\$100,000	Fire Damage – Any One Fire

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 <u>Additional Insured</u> under the CGL policy
carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a <u>primary and</u>
non-contributory basis and include coverage for both <u>ongoing operations</u> and <u>completed operations</u>.

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

Medical Expense – Any One Person

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, 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

\$5,000

- 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 <u>Additional Insured</u> 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).

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 <u>Additional Insured</u> 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, 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 Statues 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.



MACHINE RATES w/ Operators 2024

Finn T90 Hydroseeder (without product) with product	\$125.00 per hour per operator \$0.25 per sq ft
2. Mason	\$85.00 per hour
3. Mason Laborer	\$70.00 per hour
Triaxle Dump Truck (Three available)	\$115.00 per hour
5. Ford F650 Hook Truck (Dumpsters available)	\$100.00 per hour
6. Kubota SVL-95 Track Skidsteer	\$120.00 per hour
7. Bobcat T650 Track Skidsteer	\$120.00 per hour
8. Kubota SL65 Tire Skidsteer (Three available)	\$105.00 per hour
 Skidsteer Attachments- Log grapple, Hydraulic fork Brush mower, Snow box, Harley rake, Broom, Forks sweeper, Mill head 	s, \$50.00 per hour
10. Powerscreen Box Screener	\$875.00 per day
11. Bobcat MT85 Mini Track Skidsteer Grapple attachment, Brush manager, Attachment f	\$95.00 per hour orks
12. Rotair Tow Behind Air Compressor	\$575.00 per day
13. Kubota RTV 2 person or 4 person With Dump Body, Plow and sander	\$85.00 per hour
14. Walk behind Power Broom 36" Toro	\$65.00 per hour
15. Stand on Aerator*Pricing does not include mobilization	\$80.00 per hour

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "EQUIPMENT 2024-24" 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, April 24, 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 if the correct sum.

Bidder's Company Name:
Address: 57 Pale Bridge Road Sandy Hook, CT 06482
Telephone: 203 496 1341
Contact Name and Email: Byon Kools Krois Construction Cogmail. con
Authorized Signature:
Print Name: Byan Kols
Title:
Website:
State of CT Taxpayer ID#: 0854415
FEIN 81-213 3797 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:
N/A
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
Bypn Kois, owner, Kois Construction Comail.com
Bypn Krais, owner, Krais Construction Comail.com 57 Pok Bridge Road Sondy Hody CT 06482

BID FORM

Date 4-18-2024

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:

Krois Construction LLC

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:

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CAT	301.5		U/ Hammer					225	1800	9000	36000
CAT	304		W/Diggling bucket					175	1400	7000	28000
CAT	304		W/ hydraulic Tilting Grading bucket					200	1600	8000	32000

Equipment 2024-24 Page 10 of 32 304 CAT 304 CAT

Case

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W Hail Mower

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W bucket

W Grapple

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Equipment 2024-24 Page 11 of 32

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Equipment 2024-24 Page 12 of 32

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Equipment 2024-24 Page 13 of 32

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Equipment 2024-24 Page 14 of 32

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			BUCKET TRUCK – to									
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Equipment 2024-24 Page 15 of 32 Equipment 2024-24 Page 16 of 32

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ADDITIONAL EQUIPMENT AVAILABLE RATES

Kois construction Vendor Name Vendor Cell Phone_ Vendor Email_ Vendor Work Phone TREE WORK Labor Rates LABOR Rate Per Hour Foremen Laborer **Equipment Operator** Traffic Person

If your company has other equipment available to rent, please attach description and rates on separate

Equipment 2024-24 Page 19 of 32

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Exception	ons:
Bidder s	shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. Any exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.
1.	Have you been in litigation for any errors or omissions from projects from the past five (5) years? <u>Circle one:</u> YES
2.	Are you on the state or local debarment list for the Dept. of Administrative Services? <u>Circle one:</u> YES NO
3.	Respondent's company financial statement included in the proposal? <u>Circle one:</u> YES NO
	Please list any key features that distinguish the Bidder's product and or services from competitors:
	Local resident, owner/operator

Page 15 of 18

Addemdum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed for 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 #		
Addendum #	Date Issued	
Addendum #		
Business Name of Bidder:Kois_	Construction LLC	
By Bidder's Authorized Representative		
Signature		
Name Byan 10015		
aurer		
4-18-2024		

Date Issued

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REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page <u>must be completed</u> 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 confidentially of the references unless this procedure is followed.

REFERENCE #1:	<u></u>
Client Compo Luxurs thmes Contact Person Ed Chity	Phone
Contact Person Ed Chity	Phone
Project Address 2 Andrson Road Grenwich, CT	44.
Approximate \$ Value 109, 210 . c 0 Start Da	4/12 Complete Date 6/223
REFERENCE #2:	
Client Indian Chase Partners	Phone
Client Indian Chase Partners Contact Person Jim Gas parino	Phone
Approximate \$ Value \$ 129,528.00 Start Date	6/22 5/2014
Approximate \$ Value 1129 308 600 Start Dat	re 743 Complete Date 77
REFERENCE #3:	
Client Vate house parmers	Phone
Client Catchouse Partners Contact Person Kevin Donahue Project Address 46 Oneida Drive Grawich	cell <u>845</u> 206 1323
Project Address 46 Oneida Drive Grawich	CT CT
Approximate \$ Value 61, 683,00 Start Date	e 3/24 Complete Date 4/2024
Start Date Complete Date	- The state of the
start batecomplete bate	
	- 1187 12 W
Vendor Name Vendor Cell Phone	3 416 1241
Vendor Work Phone Vendor Email Kro	is Construction @gmail.com
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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	
12 Man 10015	
Print Name	
Title	_
Bidder's Company Name Construction	-L C
Date_ 4-18-2024	

Page 18 of 18

ATTESTATION OF BID SUBMISSION

The undersigned herby 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 Krais Construction 4C
Business Name of Bidder
Authorized Signature
Print Name Byan 10015
Title
Date_4-18-2024
Address 57 Pole Bridge Road
City, State, Zip Code Sandy Hook, CT 06482
Email_ Krajs Construction @ mailacon
Business Phone Number
203 496 1241

INVITATION TO BID

EQUIPMENT 2024-24

CONTENTS

- 1. Legal Notice (Invitation to Bid)
- 2. General Information
- 3. Scope of Services
- 4. Vendor Qualifications
- 5. Selection Process
- 6. Timeline of Bid Process
- 7. Sealed Bid Form
- 8. Bid Bond Requirements
- 9. Insurance Requirements and Indemnification
- 10. Proprietary Information

1. LEGAL NOTICE

Town of Newtown INVITATION TO BID

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

EQUIPMENT (Bid #2024-24)

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

11:00 AM on Wednesday, April 24, 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 "EQUIPMENT 2024-24"

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 Robert G. Tait 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 Vendors (hereinafter known as "Vendor") to provide Equipment Rentals and Tree Work. 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.

The successful bidder shall furnish all materials, labor, equipment and services necessary to supply and deliver equipment to the Town of Newtown as specified herein.

SCOPE OF SERVICES

Equipment Rentals

The town is seeking bids for the following equipment.

- 1. Tack Truck
- 2. Excavator
- 3. Bulldozer
- 4. Backhoe
- 5. Road Grader
- 6. Wheel Loader
- 7. Bucket Truck to 61 feet
- 8. Brush Chippers (9 inch, 12 inch and 15 inch openings)
- 9. Chipper Box Truck
- 10. Stump Grinder
- 11. Grapple / Crane
- 12. Log Truck
- 13. Spider Lift

If your company has other equipment available to rent, please attach a description and rates.

The town is looking for equipment bids with and without operators for hourly, daily, weekly and monthly rates. For the purposes of the bid, a work day consists of eight (8) hours and work week consists of five (5) days. For the Tack Truck only, the town is also looking for bids for applied tack per gallon.

Any damage incurred to grounds, vehicles, windows, fencing, buildings, lights, shrubs, trees and grass due to negligence or improper use of equipment by the Vendor are the responsibility of the Vendor. The Vendor is to repair or replace any damaged property. Any and all expenses incurred by the Town to repair or replace any damaged property will be deducted from the payment due to the Vendor.

Bid price shall include all materials, labor, equipment and services necessary to supply and deliver equipment to the Town of Newtown.

Tree Work

The town is seeking bids for hourly labor rates for Tree Work. The town is seeking bids for the following personnel:

- 1. Forman
- 2. Laborer
- 3. Equipment Operator
- 4. Traffic Person

Any damage incurred to grounds, vehicles, windows, fencing, buildings, lights, shrubs, trees and grass due to negligence or improper use of equipment by the Vendor are the responsibility of the Vendor. The Vendor is to repair or replace any damaged property. Any and all expenses incurred by the Town to repair or replace any damaged property will be deducted from the payment due to the Vendor.

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.

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

Bid Submission Date

Bid Awarded

Friday, April 12, 2024 **Wednesday, April 24, 2024 at 11AM** Spring 2024

7. SEALED BID FORM

Bidder's Company Name: ___

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "EQUIPMENT 2024-24" 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, April 24, 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 if the correct sum.

Address: PO BOX 3424 Newtown CTOCATO
Telephone: 303,426.4383 Yealt Hanna Servert Name and Freil BOD MUNNOL & Manna @ lym-ct.com necole@lym-ct.com
Contact Name and Email: ROMANNA YMANNA Elym-ct. Com necole elym-ct. Com
Authorized Signature:
Print Name: RUNCH E. MUNNA, JY
Title: President
Website: WWW. Irm-ct. Com
State of CT Taxpayer ID#: 86877725-000
Federal Taxpayer ID#: 06 1445405 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
Robert F. Manny Jr. President
PO BOX 3424 Newtown CT 06470

BID FORM

Date 4 22 2024

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:

LKM,MC.

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:

Page 3 of 18

Vendor Na	me_LR	m,Inc	Vendor Ce	ell Phone 203948	.0830						
Vendor Wo	ndor Work Phone 203, 426, 4383 Vendor Email NECOLE VM-CT. Com										
	TACK TRUCK Equipment Rates										
24.1	Make Model Weigh		t Description – Special Attachments –	Equipment and Operator Rates	Equipment and Operator Rates						
Make	Model	Weight	Description – Special Attachments	Per Gallon Applied	Hour	Day	Week	Month			
			NOBID								
	-		,								

	vendor Cell Phone 203.948.0830 Vendor Work Phone 203.946.4383 Vendor Email De Cole @ Ivm-ct.com											
			EXCAVATOR	Equipmer	nt Rates							
Balan	Madal	14/a:-b+	Description Consid Attachments	E	quipment	Only Rate	es	Equipment and Operator Rates				
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month	
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JD	245							170	1360	6800	27,200	
JD	135							125	1000	sas	20000	
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JD	60		18",24"48"					100	POU	40i	16,000	
TD	350		whok hammer					400	3200	16000	6400	
JD	245		WIOK Nammer Wisk hammer, grupper compressor, compactor, pulverize	,				260	2080	10,40	41,600	
JD	135		WITEDhammer					210	1680	8400	77600	
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JD	135		Witree Shear					175	1400	7000	2900	
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Page 4 of 18

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Equipment 2024-24 Page 11 of 32

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				E	Equipment Only Rates			Equipment and Operator Rates			
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			RID								

Equipment 2024-24 Page 13 of 32

1640 820 32,800 1280 6400 25,600 1640 8200 32,800

205

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205

	ork Phone		Vendor Ce Vendor Er						$\gamma\gamma$		
			WHEEL LOADE	R Equipm	ent Rates						
				E	quipment	Only Rat	es	Equip	ment and	Operator	Rates
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CIT	544		rt tt					170	1040	5200	2010
JD	84		forks/ hydbucket					90	720	340	14,40
AT	938		3ud bucket		\rangle			130	1040	5200	20,80
JD	62461		Lillie Shun box					205	1640	8200	32,80
JD	10011		11 11					205	1640	8200	328

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Equipment 2024-24 Page 14 of 32

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Vendor Na	ime	emile	Vendor C 126.4383 Vendor E	ell Phone	200	5.94	8.083	0			
			126.4383 Vendor E	mail <u> </u>)ecc	1100	Irm-	ct.co	M		
			BUCKET TRUCK – to	61 FEET E	quipmen	t Rates					
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Equipment 2024-24 Page 15 of 32

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Equipment 2024-24 Page 16 of 32

Vendor Na	me_UR	miln	Vendor C	ell Phone	20	5.948	3.083	X)			
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			CHIPPER BOX TR	UCK Equi	pment Ra	ites					
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			GRAPPLE / CRA	ANE Equip	ment Rat	tes					
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Equipment 2024-24 Page 17 of 32

Vendor Na	THE PARTY OF THE P	2M,11	Vendor Co	ell Phone	25- eco h	3940	m-c	30 +. con	n		
			LOG TRUCK	Equipmer	nt Rates						
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			SPIDER LIFT	Equipme	nt Rates						
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Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
			No W								

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ADDITIONAL EQUIPMENT AVAILABLE RATES

Vendor Name LPM NC Vendor Cell Phone 303.948.0830

Vendor Work Phone 303.4926.4383 Vendor Email Necule @ Wm-ct.com

TREE WORK Labor Rates

LABOR Rate Per Hour

Foremen 900

Laborer Laborer LOO

Equipment Operator 900

Traffic Person 555

If your company has other equipment available to rent, please attach description and rates on separate

(see attend)



Machines Rates w/operator 2024

2.	<i>52</i> 1
1. Hay Blower	\$ 70.00 per hour
3. Mason labor	\$80.00 per hour
4. Ingersol Rand 843 Telehandler w/2 yard bucket and forks	\$175.00 per hour
5. Peterbilt 330 6 wheel dump truck 5 – 7 yard w/10 or 20 ton Eager Beaver trailer	\$95.00 per hour \$150.00 per hour
6. John Deere 333G track skid steer With Snow blower, Brush Mower, Snow Box, Harley Grapple Bucket, Forks	\$ 100.00 per hour y Rake, \$150.00 per hour
7. Mack Tractor w/ dump trailer w/50 ton lowbed trailer	\$115.00 per hour \$150.00 per hour
8. Peterbilt 335 6 wheel hook truck	\$200.00 per hour with cans 12/20 yard containers \$450/ week rental no weight (12 yd) \$550/ week rental no weight (20 yd) \$120/ton tipping fee
9. Peterbilt 357 Triaxle Hook Truck (20 & 30 yard containers.)	\$250.00 per hour with cans \$650 per 30 yard dumpster/ one week rental no weight \$120/ton tipping fee \$115/hour w/20 yd dump body
10. Peterbilt 367 Triaxle Dump Truck	\$115.00 per hour
11. Peterbilt 388 Triaxle Tractor w/50 ton lowbed trailer	\$175.00 per hour
12. 18" Concrete Curbing Forms – Flexible and Rigid	\$500.00 per week
13. Kleeman MS 13Z Screener 3 product screener	\$1,200.00/day; \$6,000.00/week
14 Cone Crusher	\$3,000/day; \$15,000/week
15. 30 x 48 Extec jaw crusher Model C12	\$2,800.00/day; \$14,000.00/week
16. 60' Stacker self-propelled	\$1,000/day; \$4,000 week

17. 24" Road saw \$200/hr or \$10/ft

18. 1 ton roller \$100/hr

19. 7 ton roller \$125/hr

20. JD 250D 25 ton site truck \$195/hr

Plate compactors, vibratory rammer, lasers, concrete saws, wood chipper, pump, Hilti drills, etc. available upon request.

^{*}Pricing does not include mobilization

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Exception	ons:
Bidder s raised e	shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. Any exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.
1.	Have you been in litigation for any errors or omissions from projects from the past five (5) years? <u>Circle one:</u> YES NO
2.	Are you on the state or local debarment list for the Dept. of Administrative Services? <u>Circle one:</u> YES NO
3.	Respondent's company financial statement included in the proposal? <u>Circle one:</u> YES NO
	Please list any key features that distinguish the Bidder's product and or services from competitors:
	30+4eas or periena.
	feserences. Equipment. Tools.

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Addemdum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed for 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	1						
Name Rubert	F. Manna, Jr	<u>=</u>					
Title Preside	20H	<u></u>					
Date 4/22/2024							

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REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page <u>must be completed</u> 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 confidentially of the references unless this procedure is followed.

REFERENCE #1:	
	one 203.364.9460
Contact Person Evic Muría Ce	" eric@clarisconstruction.com
Project Address CUMY AUTO DUNDUM, CT	
	Complete Date 4 2624
REFERENCE #2:	
Client Harda Tittman fruhikets Ph	one 860.619.0005
	narold of titman, com
Project Address Sciaphire Laadus - Washingto	M, CT
	Complete Date In progress
, to be continued to the continue of the conti	
REFERENCE #3:	
Padul Brildan	one
Contact Person VOVIN COULT	Codybuilder o gmall com
Project Address Magwater of Million CT	
0	Complete Date
Start Date no Complete Date In profess	
Start Date Mars Complete Date 11-17	
1 200 10/	948.0830
Vendor Name Vendor Cell Phone	7190,000
Vendor Work Phone 205 424. 4333 Vendor Email Decut	@ Irm-et.com

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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

Robert F. Manna

Title

Bidder's Company Name

Lam Manna

Date Clark

Print Name

Lam Manna

Robert F. Manna

Title

Print Name

Lam Manna

Robert F. Manna

Ro

ATTESTATION OF BID SUBMISSION

The undersigned herby 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 VPM IN C
Authorized Signature
Print Name Robert E. Manna JV
Title President
Date 41212624
Address PO BOX 3424
City, State, Zip Code Newtown CT GLOYTO
Email robe 1 rm-ct. com / necule @ 1 rm-ct. com
Business Phone Number 203, 426, 4383
Cell Phone Number 203 948, 0830

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 is 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 Statues 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 if 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 if 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, officiers, officials, agents, employees
and members of all of its boards and commissions) shall be included as an <u>Additional Insured</u> under the CGL policy
carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a <u>primary and</u>
non-contributory basis and include coverage for both <u>ongoing operations</u> and <u>completed operations</u>.

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, 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 <u>Additional Insured</u> 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, officials, agents, employees and members of all of its boards
 and commissions).
- 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 <u>Additional Insured</u> 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 <u>primary and non-contributory basis.</u>

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, 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 Statues 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.

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF SID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "EQUIPMENT 2024-24" 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, April 24, 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 shaff 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 if the correct sum. Bidder's Company Name: Naov Brothers Construction LLC

Address: 550 Main Street, Monroe, CT 06468
Telephone: 203-268-0454
Contact Name and Email: Norman Nagy, nagbro@aol.com
Authorized Signature: Some Sology
Print Name: Norman Nagy
Title: Manager
Website: www.NagyBrothers.com
State of CT Taxpayer ID#:
Federal Taxpayer ID#: 47-1736889 Incorporated in the state of: Connecticut
Corporate Seal - Circle one: ES 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
Norman W. Nagy, Manager
nagbro@aol.com
Nagy Brothers Construction LLC
550 Main Street
Monroe, CT 06468

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BID FORM

Date April 17, 2024	Date A	pril	17,	20	24
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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:

Nagy Brothers Construction LLC

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 Gid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, Jabor 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:

			EXCAVATOR	Equipme	nt Rates						
9 4 a lu a	Madal	Moinht	Description Special Attachments	Equipment Only Rates				Equipment and Operator Rate			Rates
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
CAT	305	11,500	Mini Excavator with Thumb					\$125	\$1000	\$5000	\$20,00
CAT	320	44,000	Excavator with Thumb					\$180	\$1440	\$7200	\$28,80
CAT	330	80,000	Excavator, 36", 48" Bucket					\$220	\$1760	\$8800	\$35,20
CAT	345	100,000	Excavator 42" - 56" -60" Bud	ket, 50'	Reach	Attachr	nent	\$250	\$2000	\$10,00	0\$40,0
CAT	M320	44,000	Rubber Tire Excavator with	Tilt Buc	kets 24'	, 36", 6	0"	\$220	\$1760	\$8800	\$35,20
CAT	M315	35,000	Rubber Tire Excavator with	Tilt Buc	kets, 24	" 36", 6	D"	\$180	\$1440	\$720	\$28,80
CAT	225	54,000	with Hammer					\$250	\$2000	\$10,00	0\$40,00
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			BULLDOZER	Equipme	nt Rates				occurs with the		
	***		native statement (i) and the control of the control	Equipment Only Rates			Equipment and Operator Rates				
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
CAT	D3	15,000	6 Way Blade					\$140	\$1120	\$5600	\$22,4
CAT	D6	36,000						\$160	\$1280	\$6400	\$25,6
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Equipment 2024-24 Page 11 of 32

			BACKHOE E	quipmen	t Rates								
-/	Asia Asia Nation Benefit Services				Equipment Only Rates				Equipment and Operator Rates				
Make	Mødel	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month		
CAT	416	14,000						\$125	\$1000	\$5000	\$20,00		
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Equipment 2024-24 Page 12 of 32

	ork Phone <u>2</u>	1010111200			Sec. Also		03-395-8					
			ROAD GRADE	R Equipm	ent Rate	S				-		
Make	Model	Moight	Description Chariel Attackments					Equip	Equipment and Operator Rates			
Make	iviogei	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month	
CAT	12	35,000	12' Blade, Scarifier					\$140	\$1120	\$5600	\$22,400	
									2007000			
			EARTH ROLLER									
Vibromax	10-12 ton	24,000	84" Drum					\$120	\$ 960	\$4800	\$19,20	
Bomag	10-12 ton	24,000	84" Drum					\$120	\$ 960	\$4800	\$19,20	
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Equipment 2024-24 Page 14 of 32

		Brothers C		Cell Phone Cmail <u>nagl</u>		Nagy 2	03-395-8	583			
			BOOKENTRUCK -X6							*****	relica sessi
				Equipment Only Rates				Equipment and Operator Rates			
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
MOXY	30 ton	45,000	Off Road Rock Truck					\$140	\$1120	\$5600	\$22,40
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Equipment 2024-24 Page 15 of 32

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Bidder raised	shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. An exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.
······································	
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? <u>Circle one:</u> 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:
lagy B	rothers Construction, a family run business, was started in 1946.

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Addemdum Acknowledgement Form:

Date April 17, 2024

Note: the Bidder is to complete, sign and date this form. The completed for 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	
No Addendums as of A	April 17, 2024.	
Business Name of Bidder:	Nagy Brothers Construction L	LC
By Bidder's Authorized Rep	resentative: 7/	
Signature House	of College	
Title Manager		

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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 confidentially of the references unless this procedure is followed.

REFERENCE #1:	
Client See Attached List of References	Phone
Contact Person	
Project Address	
Approximate \$ Value	
REFERENCE #2:	
Client	Phone
Contact Person	
Project Address	
Approximate \$ Value	
REFERENCE #3:	
Client	Phone
Contact Person	
Project Address	
Approximate \$ Value	Start DateComplete Date
Start Date Complete Date	
Vendor Name Nagy Brothers Construction L	Vendor Cell Phone Norman Nagy 203-395-8583
Vendor Work Phone 203-268-0454	Vendor Email nagbro@aol.com

NAGY BROTHERS CONSTRUCTION, LLC. EXCAVATING CONTRACTORS

550 MAIN STREET MONROE, CT. 06468

TELEPHONE (203) 268-0454 - FAX (203) 261-1820

WEBSITE: WWW.NAGYBROTHERS.COM

E.O.E. - A.A.

NAME OF PROJECT	OWNER	CONTRACT AMOUNT	COMPLETED DATE
Upland Road Bridge	Town of New Milford	\$ 1,501,336.00	12/2023
Wolfe Park (2) Ball Fields	Town of Monroe	\$ 638,507.00	11/2023
Codfish Road - Box Culvert	Town of Bethel	\$ 359,407.00	11/2023
Fleetwood Rd - Sidewalk Bridge Repair	Town of Bethel	\$ 21,180.00	10/2023
Shelly Road - Drainage	Town of Bethel	\$ 37,238.00	11/2023
Nystrom Dam	Town of Thomaston	\$ 775,271.00	06/2023
Meadow Brook Bridge Replacement	Town of Newtown	\$ 1,069,707.00	05/2023
Sherwood Island Bridge	St of CT. DEEP	\$ 852,376.00	08/2022
EMS Building (site work)	Town of Monroe	\$705,412.00	12/2022
South Park Ave Bridge Replacement	Town of Easton	\$1,315,112.00	12/2021
2020 Roadway	Town of Thomaston	\$1,771,300.50	04/2021
Crosby Street Bridge Replacement	City of Danbury	\$ 543,385.00	06/2020
Waverly Road Bridge Replacement	City of Shelton	\$ 921,760.00	05/2020
Blackhouse Road Box Culvert	Town of Trumbull	\$ 186,287.00	08/2019
Walnut Tree Hill Road Bridge Replacement	Town of Newtown	\$ 1,819,323.00	06/2019
Gunther Pond Dam	Town of Trumbull	\$ 94,100.00	07/2019
Jefferson Avenue Bridge Replacement	City of Danbury	\$ 262,305.00	08/2019
Reservoir Street Box Culvert	City of Danbury	\$ 340,060.00	05/2018
Canal Road Culvert Replacement	Town of Westport	\$ 260,315.00	08/2018

Edgetake Drive Slope Stabilization	Town of Newtown	\$ 144,800.00	03/2018
Hundred Acres Road Bridge Replacement	Town of Newton	\$ 74,000,00	08/2017
Kent Hollow Road Bridge Replacement	Town of Kent	\$ 280,000.00	08/2017
Plumtree's Road Bridge Replacement	Town of Bethel	\$ 2,442,000.00	08/2017

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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 Signature Replication
Print NameNorman W. Nagy
Title Manager
Bidder's Company Name Nagy Brothers Construction LLC

Date April 17, 2024

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ATTESTATION OF BID SUBMISSION

The undersigned herby 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 Nagy Brothers Construction LLC
Authorized Signature
Print Name Norman W. Nagy
Title Manager
Date April 17, 2024
Address 550 Main Street
City, State, Zip Code Monroe. CT 06468
Emailnagbro@aol.com
Business Phone Number 203-268-0454
Cell Phone Number 203-305-8583

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "EQUIPMENT 2024-24" 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, April 24, 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 if the correct sum. Bidder's Company Name:

Address: 260 Berkshire Ka. Southburg, Cl 06980
Telephone: (203) 426-4024
Contact Name and Email: new town arbor services egmail.com
Authorized Signature:
Print Name: Miles Dobbrow.
Title: OWNEr
Website: newtown arborservices. com
State of CT Taxpayer ID#: 104016379-001
Federal Taxpayer ID#: 93 - 1955120 Incorporated in the state of: CT
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

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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:

endor Na	ndor Name Vendor Cell Phone							
endor W	ork Phone_		Vendor En	nail				
			TACK TRUCK Equi	oment Rates				
0.4-1		NA/-i-b+		Equipment and Operator Rates Per Gallon Applied	Equipment and Operator Rates			
Make	Model	Weight	Description – Special Attachments		Hour	Day	Week	Month
				-				
								-

/endor Na	ime		Vendor C	ell Phone_								
/endor We	ork Phone_		Vendor E	mail								
			EXCAVATOR	Equipme	nt Rates							
				E	quipment	t Only Rat	es	Equip	ment and	l Operato	perator Rates	
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month	
						-						
											-	

Vendor Na	ame		Vendor C	Cell Phone							
Vendor W	ork Phone_		Vendor E	Vendor Email							
			ROAD GRADE	R Equipm	ent Rate	S					
	Model	Weight	Description – Special Attachments	E	quipmen	it Only Ra	tes	Equipment and Operator Rates			
Make				Hour	Day	Week	Month	Hour	Day	Week	Month
											-
									-		
				-							

Equipment 2024-24 Page 13 of 32

Vendor Na	ame		Vendor C	ell Phone_							
Vendor W	ork Phone_		Vendor E								
			WHEEL LOAD	E R Equipm	ent Rates	S					
	Model	Weight	Description – Special Attachments	Е	quipment	t Only Ra	tes	Equipment and Operator Rates			
Make				Hour	Day	Week	Month	Hour	Day	Week	Month

Equipment 2024-24 Page 14 of 32 Vendor Name Newtown Arbor Services vendor Cell Phone (475) 444-2599

Vendor Work Phone (203) 426-4024 Vendor Email Newtown ar burservices @gmail.com

BUCKET TRUCK -- to 61 FEET Equipment Rates

	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
Make				Hour	Day	Week	Month	Hour	Day	Week	Month
Inter		32,000	75 foot Bucket Truck		600°°	3,00000	12,000		160000	8,000°	32,000
								_			
::											

Equipment 2024-24 Page 15 of 32

Vendor W	ork Phone_	(203)	AT DOV SERVICES Vendor Ce 426-4024 Vendor En	nail <u>Ne</u> l	nton	arboi	/ sevuil	esegi	mail.a	om	
			BRUSH CHIPPER (in) Equ	ipment Ra	ites					
Make	Model	Weight	Description – Special Attachments	E	quipment	Only Rat	tes	Equip	ment and	Operator	Rates
Make	1770431	110.6.11	Останувания объемы при	Hour	Day	Week	Month	Hour	Day	Week	Mon
		u Vijerija i i									
			BRUSH CHIPPER (1								
Make	Model	Weight	Description – Special Attachments	E	quipment	t Only Rat	tes	Equip	ment and		
				Hour	Day	Week	Month	Hour	Day	Week	Mon
Historia de la constanta de la			BRUSH CHIPPER (1	L 5 in) Eq	uipment R	ates					
Males	D.4 o d o l	14/a:ab+	Description – Special Attachments	[Equipmen	t Only Ra	tes	Equip	ment and	Operato	r Rate
Make	Model	Weight		Hour	Day	Week	Month	Hour	Day	Week	Mon
angix	1990	9,500	21 inch Brusti Bandit		120000	6000°	2400		2000 00	10,000	40,

Equipment 2024-24 Page 16 of 32

Vendor N	ame New	HOWN 1	Arbur Services vendore	ell Phone	(475	5) 44	14-2	59	9		
Vendor W	ork Phone_	203) 4	26 - 4024 Vendor E	.mail							
			CHIPPER BOX TE	UCK Equi	pment Ra	ites					
			D. L. C. LLAM by out	Equipment Only Rates			Equi	pment and	d Operator	· Rates	
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
inter.	4800	25,500	chip Truck-14 yards		400	2,000	8,000		1200	P000	24000
			STUMP GRIND	ER Equip	ment Rate	es					
	NA 1-1	144-1-1-1	Description Consist Attachments	ı	Equipmen	t Only Rat	es	Equipment and Operator Rates			r Rates
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
Rayco	6720x4	4500	stump (winder		1000	5,000	20,000		1,800	9.000	36,000
	_	_	GRAPPLE / CRA					l		10 1	D 1
Make	Model	Weight	Description – Special Attachments		T	t Only Rat			pment and		
	25.3		41 134001 01 70.0 117(1)	Hour	Day	Week	Month	Hour	2,000	Week	Month
Inter.	7500	45000	National 26 Ton 113ft.		1,000	5,060	20,000		1,000	10,000	40,000
									1	1	1

Equipment 2024-24 Page 17 of 32

			LOG TRUCK						g egr		
						nt Only Ra	tes	Equip	oment and	Operator	Rates
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
Inter.	4400	4800	Log truck/ Dump truck		600	3,000	12,000		1,600	4,000	32,00
	passa dila	Will by Breddie	SPIDER LIFT	Equipme	nt Rates						
					Equipmer	nt Only Ra	tes	Equi	oment and	d Operator	Rates
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month
				1							

Equipment 2024-24 Page 18 of 32

Macy Harris Actor Corvice	25 Vendor Cell Phone (475) 444 - 2599
Vendor Work Phone (203) 426 - 402 4	Vendor Cell Phone 175) 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
TREE WO	RK Labor Rates
LABOR	Rate Per Hour
Foremen	150 00
Laborer	16000
Equipment Operator	12500
Traffic Person	75°°

If your company has other equipment available to rent, please attach description and rates on separate

Page 14 of 18

1.	Have you been in litigation for any errors or omissions from projects from the past five (5) years? <u>Circle one:</u> YES NO
2.	Are you on the state or local debarment list for the Dept. of Administrative Services? <u>Circle one:</u> YES NO
3.	Respondent's company financial statement included in the proposal? <u>Circle one:</u> YES NO
	Please list any key features that distinguish the Bidder's product and or services from competitors:

Page 15 of 18

Addemdum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed for 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	
Business Name of Bidder:		
By Bidder's Authorized Re	epresentative:	
Signature		
Name	A STATE OF THE STA	
Title		
5 /		

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REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page <u>must be completed</u> 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 confidentially of the references unless this procedure is followed.

Start Date Complete Date		
Approximate \$ Value	Start Date Complete Date	
Project Address		
Contact Person	Cell	
REFERENCE #3: Client ROBMC CULLOCH	Phone (203)	617-7432
Approximate \$ Value	Start Date Complete Date	
Project Address		
Contact Person		 6
reference #2: Client ANMONY CAPAZELLO	Phone (203) 9	148-8931
Approximate \$ Value	Start Date Complete Date_	
Project Address		
Contact Person	Cell	
Client Mike Mear thy	Phone [203]	788-2853
REFERENCE #1:	/= · -1	

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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

Drint Name

1

Bidder's Company/Name

Date

Page 18 of 18

ATTESTATION OF BID SUBMISSION

Respectfully submitted by bidder:

Cell Phone Number

The undersigned herby 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.

Authorized Signature Males Dobbsow

Title Own

Date 4/21/24

Address P.O box 421

City, State, Zip Code Wewtown CT 06470

Email Newfown Arbos Services & gnail. Com

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 is 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 Statues 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 if 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 if 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:

0	\$2,000,000	General Aggregate
•	\$2,000,000	Products/Completed Operations Aggregate
•	\$1,000,000	Each Occurrence
۰	\$1,000,000	Personal and Advertising Injury
0	\$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 <u>Additional Insured</u> under the CGL policy
carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a <u>primary and</u>
non-contributory basis and include coverage for both <u>ongoing operations</u> and <u>completed operations</u>.

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 <u>Additional Insured</u> 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).
- 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, officials, agents, employees and members of all of its boards and commissions) shall be included as an <u>Additional Insured</u> 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 <u>primary and non-contributory basis</u>.

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, 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 Statues 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.

INVITATION TO BID

EQUIPMENT 2024-24

CONTENTS

- 1. Legal Notice (Invitation to Bid)
- 2. General Information
- 3. Scope of Services
- 4. Vendor Qualifications
- 5. Selection Process
- 6. Timeline of Bid Process
- 7. Sealed Bid Form
- 8. Bid Bond Requirements
- 9. Insurance Requirements and Indemnification
- 10. Proprietary Information

1. LEGAL NOTICE

Town of Newtown INVITATION TO BID

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

EQUIPMENT (Bid #2024-24)

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

11:00 AM on Wednesday, April 24, 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 "EQUIPMENT 2024-24"

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 Robert G. Tait 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

GENERAL INFORMATION

The Town of Newtown (hereinafter known as "Town") is requesting competitive bids from qualified Vendors (hereinafter known as "Vendor") to provide Equipment Rentals and Tree Work. 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.

The successful bidder shall furnish all materials, labor, equipment and services necessary to supply and deliver equipment to the Town of Newtown as specified herein.

3. SCOPE OF SERVICES

Equipment Rentals

The town is seeking bids for the following equipment.

- 1. Tack Truck
- 2. Excavator
- 3. Bulldozer
- 4. Backhoe
- 5. Road Grader
- 6. Wheel Loader
- 7. Bucket Truck to 61 feet
- 8. Brush Chippers (9 inch, 12 inch and 15 inch openings)
- 9. Chipper Box Truck
- 10. Stump Grinder
- 11. Grapple / Crane
- 12. Log Truck
- 13. Spider Lift

If your company has other equipment available to rent, please attach a description and rates.

The town is looking for equipment bids with and without operators for hourly, daily, weekly and monthly rates. For the purposes of the bid, a work day consists of eight (8) hours and work week consists of five (5) days. For the Tack Truck only, the town is also looking for bids for applied tack per gallon.

Any damage incurred to grounds, vehicles, windows, fencing, buildings, lights, shrubs, trees and grass due to negligence or improper use of equipment by the Vendor are the responsibility of the Vendor. The Vendor is to repair or replace any damaged property. Any and all expenses incurred by the Town to repair or replace any damaged property will be deducted from the payment due to the Vendor.

Bid price shall include all materials, labor, equipment and services necessary to supply and deliver equipment to the Town of Newtown.

Tree Work

The town is seeking bids for hourly labor rates for Tree Work. The town is seeking bids for the following personnel:

- 1. Forman
- 2. Laborer
- 3. Equipment Operator
- 4. Traffic Person

Any damage incurred to grounds, vehicles, windows, fencing, buildings, lights, shrubs, trees and grass due to negligence or improper use of equipment by the Vendor are the responsibility of the Vendor. The Vendor is to repair or replace any damaged property. Any and all expenses incurred by the Town to repair or replace any damaged property will be deducted from the payment due to the Vendor.

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 Bid Submission Date Bid Awarded Friday, April 12, 2024 Wednesday, April 24, 2024 at 11AM Spring 2024

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "EQUIPMENT 2024-24" 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, April 24, 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 if the correct sum.

Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancie between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor if the correct sum. Bidder's Company Name: QTF Services LLC
Address: PO BOX 235 Newtown CT 06470
Telephone: 203-948-3328
Contact Name and Email: Quinn Fontaine QJFServices @gmail. com
Authorized Signature:
Print Name: Quinn Fontaine
Title: Owner
Website: N/A
State of CT Taxpayer ID#: 2858944 48253827-001
Federal Taxpayer ID#: 93-3660399 Incorporated in the state of: Connecticut
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:
W/4
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
Quinn Fontaine, Owner, astroices agmail.com,
POBOX 235 Newtown CT 06470

BID FORM

Date	4	/21	24	
-	_			_

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:

QJF Services LLC

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:

Page 3 of 18

endor Na	me		Vendor Ce	Il Phone				
endor Wo	ork Phone_		Vendor Em	nail				
			TACK TRUCK Equip	oment Rates	-			
Make	Model	Weight	Description - Special Attachments	Equipment and Operator Rates	Equip	ment and	Operator	Rates
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Vendor Wo	ork Phone	203-	948-3328 Vendor E	mail <u></u>	JFS	ervic	es @	gmai	1. com	i I	
	***		EXCAVATOR	Equipme	ent Rates						
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Page 4 of 18

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Vendor W	ork Phone_		Vendor Email									
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Equipment 2024-24 Page 13 of 32

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Page 8 of 18

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Equipment 2024-24 Page 15 of 32

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Equipment 2024-24 Page 16 of 32

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Ford	F- 650	21000	Chipper box t	ruck 204	k	650	3250	13000	***	1010	5050	2020
				STUMP GRIN	DER Equip	ment Rat	es	5.5				
Make	Model	Model Weight Description - Special Attachments Equipment Only Rates Equipment and Operator Rate									r Rates	
Iviake	Model	vveignt	Description - Specia	ai Attaciiiileiits	Hour	Day	Week	Month	Hour	Day	W/eek	Month
Bandit	2550	3000	Stump Grinde	er		800	3200	12000		1000	5000	2000
				GRAPPLE / CI	RANF Fauit	ment Ra	tes					
	T	Γ	T				nt Only Rat	es	Egui	prnent and	d Operato	r Rates
Make	Model	Weight	Description – Specia	al Attachments		Day	Week	Month	Hour	Day	W/eek	Month
		114									<u> </u>	<u> </u>

11.2		anc.				9 3/1						

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Vendor No Vendor W		QJFSer 203-94		Vendor Cell Phone 203-948-3328 Vendor Email QTF Services @gmail.com									
		-	LOG TRUCK			-		-					
	T .			Equipment Only Rates Equipment and Operator Rate									
Make	te Model Weight Descrip		Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	W/eek	Month		
	ļ								 -	<u> </u>			
15.51				75 -									
			SPIDER LIFT	Equipme	nt Rates								
	Ī				Equipme	nt Only Ra	tes	Equi	prnent and	Operator	Rates		
Make	Model	Weight	Description – Special Attachments	Hour	Day	Week	Month	Hour	Day	Week	Month		
CMC	83 HD 8800 90ft working height life		goft working height lift		1200	6000	24000		2000	10000	4000		
	1			 		-			ļ				
		T											

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Vendor Name OTFServices Vendor Cell Phone 203-948-3328 Vendor Email OJF Services @gmail.com Vendor Work Phone 203-948-3328 TREE WORK Labor Rates LABOR Rate Per Hour Foremen Laborer 50 75 **Equipment Operator Traffic Person** 50

ADDITIONAL EQUIPMENT AVAILABLE RATES

If your company has other equipment available to rent, please attach description and rates on separate

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L.	Have you been in litigation for any errors or omissions from projects from the past five (5) years? <u>Circle one:</u> YES
2.	Are you on the state or local debarment list for the Dept. of Administrative Services? <u>Circle one:</u> YES NO
3.	Respondent's company financial statement included in the proposal? <u>Circle one:</u> YES
	Please list any key features that distinguish the Bidder's product and or services from competitors:

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Addemdum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed for 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:

Date issued	
Date Issued	
Date Issued	
Date Issued	<u></u>
Date Issued	
Date Issued	
<i>Scrvices</i> tive:	
e	
	Date Issued

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REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page <u>must be completed</u> 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 "REPERENCES-CONFIDENTIAL". The Town of Newtown is not responsible for maintaining confidentially of the references unless this procedure is followed.

	÷
REFERENCE #1:	
Client MIKE Scosta C+ E Appliance	Phone 203 - 802 - 7459
Contact Person Mike Scosta	Cell
Project Address 72 West Flot Hill rd.	couthbury ct 06488
Approximate \$ Value 120,000 Sta	rt Date 2019 Complete Date furrent
	^
REFERENCE #2:	
Client Newtown Fish and Game Clu	b Phone 2036481387
Contact Person Jon Cote - Crack manager	Cell
Project Address 341 West meeting house rd	New Milkord Ct 06776
Project Address 341 West meeting house rd Approximate \$ Value 96,000 Farm 51 purchase bn	Date 2022 Complete Date current
REFERENCE #3:	
client De feo Materials	Phone 888-884-645-9
Contact Person Christofher	Cell 203-584-6016
Project Address 11 Saxon Ln Oxford, cT	- OC-
Approximate \$ Value 50,000 Start	Date 2023 Complete Date 2034
Start Date Complete Date	
	ie.
QJF Services LLC	203-948-3328
Vendor Name Q51= Services LLC Vendor Cell Phone_ Vendor Work Phone 203 - 948-3328 Vendor Email Q	1 CAM
Vendor Work Phone 203 - 948 - 3328 Vendor Email (V	+ Servius & gmail. Com

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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 Quinn Fortaine	_
Title OWNER	_
Bidder's Company Name QTF Services	
Date 4 21 24	

ATTESTATION OF BID SUBMISSION

The undersigned herby 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 for 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 OTF SEVVICE S
Authorized Signature 92
Print Name Quinh Fontaine
Title Owner
Date_ 4[2] 24
Address Po box 235
City, State, Zip Code NewPown CT 06470
Email OJF Services Pagaril-com
Business Phone Number 203-944-3328
Ceil Phone Number 203-948-3328

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 is 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.

ບ່ອນກ Award, all ນໍເປີເຂົ້າສູ ປວດກາຍກັນ, ໂກເຊີນເຂົ້າສູ ນັກໍນ ຂີນຊຸນແລ້. ໂດກ Proposal, Addureds and ນັກຍ 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 Statues 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 if 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 if 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 <u>Contractor</u> 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.

MACHECATION OF WITHINGAWA! OF BID DOLOR 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
0	\$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 <u>Additional Insured</u> 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, officials, agents, employees and members of all of its boards and commissions).

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, officials, agents, employees and members of all of its boards and commissions) shall be included as an <u>Additional Insured</u> 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).
- 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 <u>Additional insured</u> 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, 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, 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 Statues 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.

Page 2 of 18

BID FORM

Date 4/18/24

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:

TIM WILDER TREE CARE LLL

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:

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 18

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-18) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "EQUIPMENT 2024-24" 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, April 24, 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 if the correct sum. Bidder's Company Name: TIM WILDER TREE CARE LLC

Address:

2 LORI LYNNE CITCLE NEWTOWN CT 06470

Telephone: (203) 270-1012

Contact Name and Email: Timothy WILDER TIMWILDERTREE @ YAhoo. Com

Authorized Signature:

Print Name: TIMOTHY WILDER

OWNER / member Title:

TIM WILDER TREE CARE, COM Website:

State of CT Taxpayer ID#: 00 1351030 -000

Federal Taxpaver ID#: 06-1580631 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

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Equipment 2024-24 Page 10 of 32

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Equipment 2024-24 Page 11 of 32

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Equipment 2024-24 Page 12 of 32

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Equipment 2024-24 Page 13 of 32

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Equipment 2024-24 Page 14 of 32

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Equipment 2024-24 Page 15 of 32

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Equipment 2024-24 Page 16 of 32

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Equipment 2024-24 Page 17 of 32

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Equipment 2024-24 Page 18 of 32 If your company has other equipment available to rent, please attach description and rates on separate

ADDITIONAL EQUIPMENT AVAILABLE RATES

age 13 of 18

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Exce	ptio	ns

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.

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

 <u>Circle one:</u> 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:

Page 15 of 18

Addemdum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed for 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	- Court 18/2-1
Addendum #	Date Issued	
Addendum#	Date Issued	- Nove Four 18/21
	Tim wilder Tiel	
By Bidder's Authorized Re		
Signature	- W	
Name_TIMETHY	WILDER	
	member	
Date 4 /18/24		

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REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page <u>must be completed</u> 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 confidentially of the references unless this procedure is followed.

REFERENCE #1:	
Client TOWN OF NEWTOWN	Phone
Contact Person MICHAEL MCARTHY	Cell (203) 788-2853
Project Address VARSOUS	
Approximate \$ Value	Start Date Complete Date
	2004 -7 2021
REFERENCE #2:	
Client Town OF NewTown	Phone
Contact Person ANTHONEY CAPOZZI	ello Cell (203) 948-8931
Project Address VARIOUS	
Approximate \$ Value	Start Date Complete Date
	7/2022 -7 10/2022
REFERENCE #3:	
Client NEW TOWN POWER EQUIPM	ent Phone (263) 426-5012
Contact Person GREG BR DAVE	Cell
Project Address VARIOUS REFERRALS	
Approximate \$ Value	Start Date Complete Date
Start Date Complete Date	2000 -7 2024
Vendor Name Tim WILDER Tree CAVERDOR Cell P	thone
Vendor Work Phone 203 270-1012 Vendor Ema	II II MWICHEIREE YARAS. CON

Page 17 of 18

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 Timothy wil all
Title Chiler I member
Bidder's Company Name TIM WILDER TREE CARE LLC
Date 4 18/24

ATTESTATION OF BID SUBMISSION

The undersigned herby 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:

The wilder hee came ill
Business Name of Bidder 4 TWG Hos
Authorized Signature
Print Name Imothy wilder
Title Gupier Imember
Date 4/18/24
Address & LOVI LYNNE CIVEL
City, State, Zip Code New TOWN, ET 06470
Email Tim WILDER TREE QYAhoo. COM
Business Phone Number (203) 276 - 1012
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 is 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 Statues 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 if 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 if 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.

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:

0	\$2,000,000	General Aggregate
0	\$2,000,000	Products/Completed Operations Aggregate
0	\$1,000,000	Each Occurrence
0	\$1,000,000	Personal and Advertising Injury
0	\$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, officials, agents, employees and members of all of its boards and commissions) shall be included as an <u>Additional Insured</u> under the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a <u>primary and non-contributory basis</u> and include coverage for both <u>ongoing operations</u> and <u>completed operations</u>.

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, 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 <u>Additional Insured</u> 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, 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 <u>Additional Insured</u> 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, 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 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 Statues 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.