

Sealed Bid Sheet

Project Number	2024-24
Project Title	Equipment 2024-2025
Subject	Sealed Bids
Date	Wednesday, April 24, 2024 11:00 am
Location	Newtown Municipal Center

Company/Bidders	Bid Amount
American Contracting	
Giglio Landscaping	
Budget Tree + Stump	
L R M	
Krois Construct	
Newtown Arbor	
Nagy Bros	
Q S F	
CT Tree Doctor	
Tim Wilder Tree	

INVITATION TO BID

EQUIPMENT 2024-24

American Cont-

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.

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

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 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 of the correct sum.

Bidder's Company Name: American Contracting II

Address: 77 South Main St. Newtown, CT

Telephone: 203-814-6416

Contact Name and Email: Mike Voight americancontracting1k@yahoo.com

Authorized Signature: Mike Voight

Print Name: Mike Voight

Title: Owner

Website: americancontractingct.com

State of CT Taxpayer ID#: ~~83-0458392~~ 0851000

Federal Taxpayer ID#: 830458392 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

Same

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:

American Contracting Inc

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:

Vendor Name American Contracting Vendor Cell Phone _____

Vendor Work Phone 203-814-6416 Vendor Email _____

PRICING:

TACK TRUCK Equipment Rates								
Make	Model	Weight	Description – Special Attachments	Equipment and Operator Rates	Equipment and Operator Rates			
				Per Gallon Applied	Hour	Day	Week	Month
Wielter	250	8K		6.75	75	600	2,500	6,500

Vendor Name Americal Contracting Vendor Cell Phone _____

Vendor Work Phone 803-814-6416 Vendor Email _____

EXCAVATOR Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Bobcat	242	10K	Hammer/grading br	100	640	2,500	7,500	Same			
Kubota	115	24K	Hammer	125	800	3,000	9,000	Same			

Vendor Name American Contracting Vendor Cell Phone _____

Vendor Work Phone 203-814-6416 Vendor Email _____

BULLDOZER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
JD	450	19K	6 way blade	140	800	4000	8,000	Same			

Vendor Name American Contracting Vendor Cell Phone _____

Vendor Work Phone 203-814-6416 Vendor Email _____

BACKHOE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
JD	510	14K	_____	115	800	4000	8000	Same			

Vendor Name American Contracting Vendor Cell Phone _____

Vendor Work Phone 203-814-6410 Vendor Email _____

ROAD GRADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Huber	850	10K	_____	120	800	3,500	7,000	Same			

Vendor Name American Contracting Vendor Cell Phone _____

Vendor Work Phone 203-814-6416 Vendor Email _____

WHEEL LOADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
JD	344	20K		110	800	4,000	7,000	Same			

Vendor Name _____

Vendor Cell Phone _____

Vendor Work Phone _____

Vendor Email _____

BUCKET TRUCK – to 61 FEET Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name American Contracting Vendor Cell Phone _____

Vendor Work Phone 203-814-6416 Vendor Email _____

BRUSH CHIPPER (9 In) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

BRUSH CHIPPER (12 In) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
<u>Fordit</u>	<u>250</u>	<u>3K</u>	<u>Winch</u>	<u>95</u>	<u>550</u>	<u>3,000</u>	<u>6,000</u>	<u>Same</u>			

BRUSH CHIPPER (15 In) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name_____

Vendor Cell Phone_____

Vendor Work Phone_____

Vendor Email_____

CHIPPER BOX TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

STUMP GRINDER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

GRAPPLE / CRANE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name _____ Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email _____

LOG TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

SPIDER LIFT Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name <u>American Contracting</u>		Vendor Cell Phone _____
Vendor Work Phone <u>203- 814 6416</u>		Vendor Email _____
TREE WORK Labor Rates		
LABOR	Rate Per Hour	
Foremen <u>55</u>	<u>55</u>	
Laborer <u>49</u>	<u>49</u>	
Equipment Operator <u>55</u>	<u>55</u>	
Traffic Person <u>35</u>	<u>35</u>	

ADDITIONAL EQUIPMENT AVAILABLE RATES

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

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language of 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

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:

Newtown operated company. We can mobilize within one hour of notice. We take pride in our work, most importantly our town.

Addendum Acknowledgement Form:

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

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

Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____

Business Name of Bidder: American Contracting

By Bidder's Authorized Representative:

Signature Mike Voight

Name Mike Voight

Title Owner

Date 4/23/24

REFERENCES

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

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

REFERENCE #1:

Client AND commercial services Phone 203-996-8462
 Contact Person Brian Malloy Cell _____
 Project Address misc. paving
 Approximate \$ Value misc. Start Date _____ Complete Date _____
misc. projects + dates

REFERENCE #2:

Client Consumers Petroleum Phone 203-731-0912
 Contact Person Peter Wiehl Cell _____
 Project Address misc. paving / excavating
 Approximate \$ Value misc. Start Date _____ Complete Date _____
misc. projects + date

REFERENCE #3:

Client Town of Newtown Phone 203-270-4300
 Contact Person Anthony Capozziello Cell _____
 Project Address misc. paving
 Approximate \$ Value misc. Start Date 7/23 Complete Date 12/23
 Start Date _____ Complete Date _____

Vendor Name American Contracting Vendor Cell Phone _____
 Vendor Work Phone 203-846416 Vendor Email Americancontracting1k@yahoo.com

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 Mike Voight

Print Name Mike Voight

Title Owner

Bidder's Company Name American Contracting

Date 4/23/24

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder American Contracting
 Authorized Signature Mike Voight
 Print Name Mike Voight
 Title Owner
 Date 4/23/24
 Address 77 S. Main St. Newtown CT
 City, State, Zip Code _____
 Email americancontracting11@yahoo.com
 Business Phone Number 203-814-6416
 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 it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

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

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

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

Requirements:

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

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

THE CONTRACTOR

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

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

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

ASSIGNMENT OF CONTRACT

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

AWARD OF BIDS

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

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

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

PURCHASE ORDER ISSUANCE/AWARD

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

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

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

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

GUARANTEE

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

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

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

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

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

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

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

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

RIGHT TO ACCEPT / REJECT

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

QUESTIONS

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

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

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

PRICE GUARANTEE/DURATION OF BID

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

F.O.B DESTINATION

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

PAYMENT PROCEDURES

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

PAYMENT PERIOD

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

8. BID BOND- NOT REQUIRED

The BID BOND is NOT required for this bid.

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

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

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

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

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

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

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

1. Commercial General Liability: Minimum Limits Required:

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

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

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

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

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

3. Workers Compensation/Employers Liability Insurance

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

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

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

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

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

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

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

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

No Limitation on Liability

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

Cancellation, Renewal and Modification

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

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

INDEMNIFICATION

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

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

FEDERAL, STATE, AND LOCAL LAWS

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

APPLICABLE LAW

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

CONFIDENTIALITY/DISCLOSURE

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

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

CONFLICT OF INTEREST

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

CATALOGUE REFERENCE

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

OSHA

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

UNLESS OTHERWISE NOTED

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

TAX EXEMPT

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

No exemption certificates are required and none will be issued.

Town of Newtown

CT State- 0459289-000

Federal – 06-6002048

10. PROPRIETARY INFORMATION

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

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 of the correct sum.

Bidder's Company Name: Budget Tree & Stamp Removal, LLC

Address: 11 Delno Drive, Danbury CT 06811

Telephone: 203-460-1129

Contact Name and Email: Bill Makros billmakros@gmail.com

Authorized Signature: Bill Makros

Print Name: Bill Makros

Title: Member - Owner

Website: budgetbilltree.com

State of CT Taxpayer ID#: 001803535000

Federal Taxpayer ID#: 06-1627917 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:

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

Bill Makros, Member, Budget Tree & Stamp Removal, LLC
11 Delno Drive, Danbury CT 06811

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 Makros, Budget Tree Stamp Removal, LLC

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:

Vendor Name Budget Tree & Stump Removal Vendor Cell Phone 203-460-1129
 Vendor Work Phone 203-746-3718 Vendor Email billmakros@gmail.com

PRICING:

TACK TRUCK Equipment Rates								
Make	Model	Weight	Description – Special Attachments	Equipment and Operator Rates	Equipment and Operator Rates			
				Per Gallon Applied	Hour	Day	Week	Month
			No Bid					

Vendor Name Budget Tree & Stump Removal Vendor Cell Phone 203-460-1129
 Vendor Work Phone 203-746-3718 Vendor Email billmaknab@gmail.com

EXCAVATOR Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Email: billmakros@gmail.com

BULLDOZER Equipment Rates

[illegible]

Vendor Name Budget Tree & Stump Removal Vendor Cell Phone 203-460-1129
 Vendor Work Phone 203-746-3718 Vendor Email billmakros@gmail.com

BACKHOE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			NO Bid								

Vendor Name Budget Tree & Stump Removal Vendor Cell Phone 203-460-1129
 Vendor Work Phone 203-746-3718 Vendor Email billmakins@gmail.com

ROAD GRADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			ND Bid								

Vendor Name Budget Tree Stump Removal Vendor Cell Phone 203-460-1129
 Vendor Work Phone 203-746-3718 Vendor Email billmakros@gmail.com

WHEEL LOADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			NO Bid								

Vendor Name	Budget Tree's Stump Removal	Vendor Cell Phone	203-460-1129
Vendor Work Phone	203-746-3712	Vendor Email	billmakros@gmail.com

BUCKET TRUCK – to 61 FEET Equipment Rates									
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[illegible]

Vendor Name Budget Tree & Stump Removal Vendor Cell Phone 203-460-1129
 Vendor Work Phone 203-746-3718 Vendor Email bill.makins@gmail.com

BRUSH CHIPPER (9 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			No Bid								

BRUSH CHIPPER (12 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			No Bid								

BRUSH CHIPPER (15 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
marbark	M15R		15 inch brush chipper					225	1,700	8,500	34,000
Marbark	M15R		15 inch brush chipper					225	1,700	8,500	34,000

Vendor Name Budget Tree Stump Removal Vendor Cell Phone 203-460-1129
 Vendor Work Phone 203-746-3718 Vendor Email bill.makins@gmail.com

CHIPPER BOX TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Ford	F75D		Chipper box truck					125	960	4,800	19,200

STUMP GRINDER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Rapo	RG80	3,500	Stump Grinder					180	1,200	6,000	24,000
Vernier	SC6DTA	3,200	Truck machine Stump Grinder					180	1,200	6,000	24,000

GRAPPLE / CRANE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

NO bid

Vendor Name Budget Tree & Stump Removal Vendor Cell Phone 203-460-1129
 Vendor Work Phone 203-746-3718 Vendor Email billmakros@gmail.com

LOG TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Pentac	LTL 9MD	54,000	log loader truck					200	1,500	7,500	30,000

SPIDER LIFT Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			No bid								

Vendor Name	<u>Budget Tree & Stump Removal</u>		Vendor Cell Phone	<u>203-460-1129</u>
Vendor Work Phone	<u>203-746-3718</u>		Vendor Email	<u>billmakruse@gmail.com</u>
TREE WORK Labor Rates				
LABOR			Rate Per Hour	
Foremen			\$40	
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		
		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
Nifty Lift - SD64	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
Log Trailer	tow behind log trailer with grapple	1,500.00	7,500.00	30,000.00
Giant 254SW	Telescopic wheel loader with grapple	1,500.00	7,500.00	30,000.00
Excavator	CAT 305 Excavator with thumb	1,800.00	9,000.00	36,000.00

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language of 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?

Circle one: YES

NO

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

Circle one: YES

NO

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

Addendum Acknowledgement Form:

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

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

Addendum # None Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____

Business Name of Bidder: Budget Tree's Stump Removal, LLC

By Bidder's Authorized Representative:

Signature Bill Makros

Name Bill Makros

Title Member-Owner

Date 4/23/24

REFERENCES

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

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

REFERENCE #1:

Client Candlewood Knolls Association Phone _____
 Contact Person Mike Dapolite Cell 203-948-9125
 Project Address 21 North Beach Drive, New Fairfield CT 06812
 Approximate \$ Value _____ Start Date _____ Complete Date Ongoing

REFERENCE #2:

Client Danbury Housing Authority Phone _____
 Contact Person Josh Smith Cell 203-460-4175
 Project Address multiple locations
 Approximate \$ Value 40,000 Start Date 7/1/23 Complete Date 6/30/24

REFERENCE #3:

Client State of CT Phone 203-591-3624
 Contact Person Steve Geddes Cell _____
 Project Address multiple locations
 Approximate \$ Value 90,000 Start Date 7/1/23 Complete Date 6/30/25
 Start Date _____ Complete Date _____

Vendor Name Budget Tree & Stump Vendor Cell Phone 203-460-1129
 Vendor Work Phone 203-746-3718 Vendor Email bill.mahins@gmail.com

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 Makros

Title Member / owner

Bidder's Company Name Budget Tree's Stump Removal, LLC

Date 4/23/24

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder

Budget Tree Stump Removal, LLC

Authorized Signature

[Signature]

Print Name

Bill Makros

Title

Member/Owner

Date

4/23/24

Address

11 Delno Drive

City, State, Zip Code

Danbury, CT 06811

Email

billmakros@gmail.com

Business Phone Number

203-746-3718

Cell Phone Number

203-460-1129

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 "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 of the correct sum.

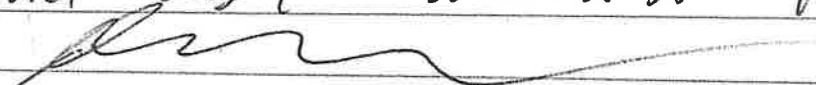
Bidder's Company Name: Connecticut Tree Doctor LLCAddress: 32 West St Newtown, CT 06470Telephone: 203 948 2486Contact Name and Email: Arion Lengel ctfreedocor@gmail.comAuthorized Signature: Print Name: Arion LengelTitle: MemberWebsite: ctfreedocor.com

State of CT Taxpayer ID#: _____

Federal Taxpayer ID#: 474577349 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

Arion Lengel 32 West St Newtown, CT


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 Tree Doctor 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:

Vendor Name _____					Vendor Cell Phone _____				
Vendor Work Phone _____					Vendor Email _____				
TACK TRUCK Equipment Rates									
Make	Model	Weight	Description – Special Attachments	Equipment and Operator Rates	Equipment and Operator Rates				
				Per Gallon Applied	Hour	Day	Week	Month	

Vendor Name_____ Vendor Cell Phone_____

Vendor Work Phone_____ Vendor Email_____

BULLDOZER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name_____

Vendor Cell Phone_____

Vendor Work Phone_____

Vendor Email_____

BACKHOE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name _____

Vendor Cell Phone _____

Vendor Work Phone _____

Vendor Email _____

ROAD GRADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name Connecticut Tree Doctor LLC Vendor Cell Phone 703 948 2486
Vendor Work Phone _____ Vendor Email ctreedoctor@gmail.com

BUCKET TRUCK – to 61 FEET Equipment Rates

[illegible]

Vendor Name Connecticut Tree Doctor LLC Vendor Cell Phone 203 948 2486
 Vendor Work Phone _____ Vendor Email CTTreeDoctor@gmail.com

BRUSH CHIPPER (9 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

BRUSH CHIPPER (12 in) Equipment Rates


Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

BRUSH CHIPPER (15 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Bondit	1590	10000	18" chipper					200	1500	6000	24000

Vendor Name Connecticut Tree Doctor Inc Vendor Cell Phone 723 948 2486
 Vendor Work Phone _____ Vendor Email cttreedoctor@gmail.com

CHIPPER BOX TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
											
Int.	4300	25900	20 yard Box					150	1200	6000	24000

STUMP GRINDER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

GRAPPLE / CRANE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name Connecticut The Doctor LLC Vendor Cell Phone 203 948 2486
 Vendor Work Phone _____ Vendor Email Ctthedoctordr@gmail.com

LOG TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Int.	4300	25900						150	1200	6000	24000

SPIDER LIFT Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name <u>Connecticut Tree Doctor LLC</u>		Vendor Cell Phone <u>2039482486</u>
Vendor Work Phone _____		Vendor Email <u>CTTreeDoctor@gmail.com</u>
TREE WORK Labor Rates		
LABOR	Rate Per Hour	
Foremen	100	
Laborer	100	
Equipment Operator	125	
Traffic Person	75	

ADDITIONAL EQUIPMENT AVAILABLE RATES

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

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.

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

Circle one: YES NO

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

Circle one: YES NO

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

Circle one: YES NO

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

Addendum Acknowledgement Form:

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

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

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: Connecticut Tree Doctor LLC

By Bidder's Authorized Representative:

Signature [Signature]

Name Aaron Lengel

Title Member

Date 4/23/2024

REFERENCES

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

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

REFERENCE #1:

Client Town of Newtown Phone 203 948 8931
 Contact Person Anthony Capozziello Cell _____
 Project Address Newtown
 Approximate \$ Value 10000 Start Date 11/1/23 Complete Date 12/31/23

REFERENCE #2:

Client Stephen Clark Phone 203 731 4441
 Contact Person Stephen Clark Cell _____
 Project Address 39 Mile Hill Rd South
 Approximate \$ Value 6000 Start Date 7/4/23 Complete Date 7/6/23

REFERENCE #3:

Client Giglio Landscape Services Phone 203 300 8841
 Contact Person Chris Giglio Cell _____
 Project Address Newtown
 Approximate \$ Value 5000 Start Date 10/2/23 Complete Date 10/4/23
 Start Date _____ Complete Date _____

Vendor Name Connecticut Tree Doctor LLC Vendor Cell Phone 203 948 2486
 Vendor Work Phone _____ Vendor Email Ctree doctor@gmail.com

STATEMENT OF NON-COLLUSION

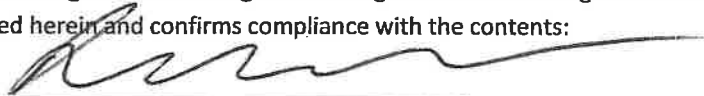
In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official 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

Aaron Cengel

Title

Member

Bidder's Company Name

Connecticut Tree Doctor LLC

Date

4/23/2024

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder

Cognetecat Mee Doctor LLC

Authorized Signature

[Signature]

Print Name

Aaron Lengy

Title

Member

Date

4/23/2024

Address

32 West St

City, State, Zip Code

Newtown CT 06470

Email

ctheedoctor@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.

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

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 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 of the correct sum.

Bidder's Company Name: Giglio Landscape Services LLC

Address: 71 S Main St, Unit 7, Newtown, CT 06470

Telephone: 203-270-4585

Contact Name and Email: Christopher Giglio, chris@gigliolandscap.com

Authorized Signature: 

Print Name: Christopher Giglio

Title: Member

Website: www.gigliolandscap.com

State of CT Taxpayer ID#: _____

Federal Taxpayer ID#: 76-0780413

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

Christopher Giglio

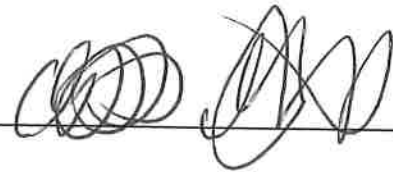
BID FORM

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:

Giglio Landscape 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:

Vendor Name_____		Vendor Cell Phone_____						
Vendor Work Phone_____		Vendor Email_____						
TACK TRUCK Equipment Rates								
Make	Model	Weight	Description – Special Attachments	Equipment and Operator Rates	Equipment and Operator Rates			
				Per Gallon Applied	Hour	Day	Week	Month

Vendor Name Giglio Landscape Services Vendor Cell Phone 203-300-6884
 Vendor Work Phone 203-270-4585 Vendor Email Chris@gigliolandscape.com

EXCAVATOR Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
John Deere	35D								1,000	5,000	20,000
Kubota	Kx40		Trench Bucket, grading bucket						1,250	5,750	24,000
Hyundai	130LC-9		Fixed pin demo grapple						1,950	10,000	38,500

Vendor Name_____Vendor Cell Phone_____

Vendor Work Phone_____Vendor Email_____

BULLDOZER Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name_____Vendor Cell Phone_____

Vendor Work Phone_____Vendor Email_____

BACKHOE Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name_____Vendor Cell Phone_____

Vendor Work Phone_____Vendor Email_____

ROAD GRADER Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name Giglio Landscape Services LLC Vendor Cell Phone 203-300-16884
 Vendor Work Phone 203-270-4585 Vendor Email Cnns@gigliolandscape.com

WHEEL LOADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Hitachi	HL200		6.75 yard Bucket						1,100	5,600	22,000
John Deere	544D		2.5 yard Bucket						1,100	5,600	22,000
John Deere	444H		2.5 yard Bucket						1,100	5,600	22,000
Kubota	R530		1 yard Bucket						1,000	4,700	20,000
Wacker	WL95		2 yard bucket						1,200	5,900	24,000
Hitachi	HL300		w/ 12ft snow pusher						1,600	7,800	30,400
John Deere	544D		w/ 14ft snow pusher						1,600	7,800	30,400
John Deere	444H		w/ 14ft snow pusher						1,600	7,800	30,400
Kubota	R530		w/ 10ft snow pusher						1,400	7,000	28,000
Wacker	WL95		w/ 14 ft snow pusher						1,750	8,500	31,000

Vendor Cell Phone _____

Vendor Email _____

BUCKET TRUCK – to 61 FEET Equipment Rates

[illegible]

Vendor Name Giglio Landscape Services Vendor Cell Phone 203-300-10884
 Vendor Work Phone 203-270-4585 Vendor Email chris@gigiloandscape.com

BRUSH CHIPPER (9 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

BRUSH CHIPPER (12 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
<u>Vermeer</u>	<u>BC 7000XL</u>	<u>6,000 lbs</u>							<u>1,000</u>	<u>4,000</u>	<u>12,000</u>
<u>Morbark</u>	<u>Tranter 12</u>								<u>1,400</u>	<u>4,800</u>	<u>14,000</u>

BRUSH CHIPPER (15 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name Giglio Landscape Services Vendor Cell Phone 203-300-16884
 Vendor Work Phone 203-270-4585 Vendor Email chms@giglilandscape.com

CHIPPER BOX TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
<u>FUSO</u>			<u>15 yard chiptruck</u>						<u>1,000</u>	<u>5,000</u>	<u>15,000</u>
<u>6500</u>	<u>chevy</u>		<u>15 yard chiptruck</u>						<u>1,000</u>	<u>5,000</u>	<u>15,000</u>

STUMP GRINDER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
<u>Vermeer</u>	<u>SL252</u>								<u>1,200</u>	<u>4,800</u>	<u>12,500</u>
<u>Vermeer</u>	<u>SC362</u>								<u>1,300</u>	<u>5,500</u>	<u>14,000</u>

GRAPPLE / CRANE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name _____ Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email _____

LOG TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

SPIDER LIFT Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name <u>Giglio Landscape Services</u>		Vendor Cell Phone <u>203-300-10884</u>	
Vendor Work Phone <u>203-270-4585</u>		Vendor Email <u>chris@gigilandscape.com</u>	
TREE WORK Labor Rates			
LABOR		Rate Per Hour	
Foremen		\$ 75.00	
Laborer		\$ 62.00	
Equipment Operator		\$ 90.00	
Traffic Person		\$ 57.00	

ADDITIONAL EQUIPMENT AVAILABLE RATES

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

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.

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

Circle one: YES

NO

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

Circle one: YES

NO

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

Circle one: YES

NO

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

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

REFERENCES

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

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

REFERENCE #1:

Client Wooster School Phone _____
 Contact Person Todd Fischer Cell 203-767-2444
 Project Address 91 Ming Brook Rd Danbury
 Approximate \$ Value \$350,000 Start Date _____ Complete Date _____

REFERENCE #2:

Client The Property Group Phone _____
 Contact Person Chris Buccieri Cell 203-832-5211
 Project Address multiple
 Approximate \$ Value \$1,000,000.00 Start Date _____ Complete Date _____

REFERENCE #3:

Client Earthmovers Inc Phone 203-743-5385
 Contact Person Ed Killian Cell _____
 Project Address Danbury
 Approximate \$ Value \$125,000.00 Start Date _____ Complete Date _____
 Start Date _____ Complete Date _____

Vendor Name Giglio Landscape Vendor Cell Phone 203-360-6884
 Vendor Work Phone _____ Vendor Email _____

STATEMENT OF NON-COLLUSION

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

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

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

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

Authorized Signature 

Print Name Christopher Giglio

Title member

Bidder's Company Name Giglio Landscape Services LLC


Date 4/24/24

Addendum Acknowledgement Form:

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

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

Addendum # NA Date Issued _____
Addendum # NA Date Issued _____
Addendum # NA Date Issued _____
Addendum # NA Date Issued _____
Addendum # NA Date Issued _____
Addendum # NA Date Issued _____

Business Name of Bidder: Giglio Landscape Services LLC
By Bidder's Authorized Representative: Christopher Giglio
Signature 
Name Christopher Giglio
Title Member
Date 4/24/24

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder Gigli Landscape Services LLC

Authorized Signature 

Print Name Christopher Giglio

Title Member

Date 4/24/24

Address 71 South Main St Unit 7

City, State, Zip Code Newtown, CT 06470

Email office@giglilandscape.com

Business Phone Number 203-270-4585

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 it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

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

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

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

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

Requirements:

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

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

THE CONTRACTOR

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

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

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

ASSIGNMENT OF CONTRACT

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

AWARD OF BIDS

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

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

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

PURCHASE ORDER ISSUANCE/AWARD

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

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

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

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

GUARANTEE

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

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

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

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

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

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

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

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

RIGHT TO ACCEPT / REJECT

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

QUESTIONS

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

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

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

PRICE GUARANTEE/DURATION OF BID

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

F.O.B DESTINATION

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

PAYMENT PROCEDURES

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

PAYMENT PERIOD

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

8. BID BOND- NOT REQUIRED

The BID BOND is NOT required for this bid.

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

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

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

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

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

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

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

1. Commercial General Liability: Minimum Limits Required:

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

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

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

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

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

3. Workers Compensation/Employers Liability Insurance

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

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

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

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

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

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

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

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

No Limitation on Liability

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

Cancellation, Renewal and Modification

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

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

INDEMNIFICATION

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

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

FEDERAL, STATE, AND LOCAL LAWS

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

APPLICABLE LAW

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

CONFIDENTIALITY/DISCLOSURE

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

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

CONFLICT OF INTEREST

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

CATALOGUE REFERENCE

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

OSHA

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

UNLESS OTHERWISE NOTED

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

TAX EXEMPT

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

No exemption certificates are required and none will be issued.

Town of Newtown

CT State- 0459289-000

Federal – 06-6002048

10. PROPRIETARY INFORMATION

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



MACHINE RATES w/ Operators 2024

1. Finn T90 Hydroseeder (without product)	\$125.00 per hour per operator
with product	\$0.25 per sq ft
2. Mason	\$85.00 per hour
3. Mason Laborer	\$70.00 per hour
4. 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
9. Skidsteer Attachments- Log grapple, Hydraulic forks, Brush mower, Snow box, Harley rake, Broom, Forks sweeper, Mill head	\$50.00 per hour
10. Powerscreen Box Screener	\$875.00 per day
11. Bobcat MT85 Mini Track Skidsteer Grapple attachment, Brush manager, Attachment forks	\$95.00 per hour
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	\$80.00 per hour
*Pricing does not include mobilization	

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 of the correct sum.

Bidder's Company Name: Krois Construction LLC
 Address: 57 Pde Bridge Road Sandy Hook, CT 06482
 Telephone: 203 496 1241
 Contact Name and Email: Bryan Krois KroisConstruction@gmail.com
 Authorized Signature: [Signature]
 Print Name: Bryan Krois
 Title: owner
 Website: None
 State of CT Taxpayer ID#: 0854415
 Federal Taxpayer ID#: FEIN 81-2133797 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:

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

Bryan Krois, owner, KroisConstruction@gmail.com
57 Pde Bridge Road Sandy Hook, 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:

Vendor Name Krois Construction Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email _____

No Bid

TACK TRUCK Equipment Rates								
Make	Model	Weight	Description – Special Attachments	Equipment and Operator Rates	Equipment and Operator Rates			
				Per Gallon Applied	Hour	Day	Week	Month

PRICING:

Vendor Name Ko's Construction LLC Vendor Cell Phone 203 496 1241
Vendor Work Phone — Vendor Email KroisConstruction@gmail.com

[illegible]

Vendor Name 16015 Construction

Vendor Cell Phone _____

Vendor Work Phone _____

Vendor Email No Bid

BULLDOZER Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name	Krois Construction	Vendor Cell Phone	
Vendor Work Phone		Vendor Email	
No Bid			

BACKHOE Equipment Rates

[illegible]

Vendor Name Krois Construction Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email _____

No Bid

ROAD GRADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name Ko's Construction Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email No Bid

WHEEL LOADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name Ko's Construction Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email No Bid

BUCKET TRUCK – to 61 FEET Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name Ko's Construction

Vendor Cell Phone _____

Vendor Work Phone _____

Vendor Email _____

No Bid BRUSH CHIPPER (9 in) Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

BRUSH CHIPPER (12 in) Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

BRUSH CHIPPER (15 in) Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name NOTS CONSULTING

Vendor Cell Phone _____

Vendor Work Phone _____

Vendor Email_____

no Bid

CHIPPER BOX TRUCK Equipment Rates

[illegible]

STUMP GRINDER Equipment Rates

[illegible]

GRAPPLE / CRANE Equipment Rates

[illegible]

Vendor Name

Koys Construction

Vendor Cell Phone

Vendor Work Phone

Vendor Email

No Bid

LOG TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

SPIDER LIFT Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name <u>Ko's Construction</u>		Vendor Cell Phone _____	
Vendor Work Phone _____		Vendor Email _____	
<u>No Bid</u>		TREE WORK Labor Rates	
LABOR		Rate Per Hour	
Foremen			
Laborer			
Equipment Operator			
Traffic Person			

ADDITIONAL EQUIPMENT AVAILABLE RATES

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

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.

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

Circle one: YES ☒ NO

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

Circle one: YES ☒ NO

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

Circle one: YES ☒ NO

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

Local resident, owner/operator

Addendum Acknowledgement Form:

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

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

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: Krois Construction LLC

By Bidder's Authorized Representative:

Signature [Signature]

Name Bryan Krois

Title owner

Date 4-18-2024

REFERENCES

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

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

REFERENCE #1:

Client Compo Luxury Homes Phone —
 Contact Person Ed Chitty Cell 203 209 2499
 Project Address 2 Anderson Road Greenwich, CT
 Approximate \$ Value 109,210.00 Start Date 4/22 Complete Date 6/2023

REFERENCE #2:

Client Indian Chase Partners Phone —
 Contact Person Jim Gasparino Cell 203 496 3202
 Project Address 279 Davis Ave Greenwich, CT
 Approximate \$ Value \$129,528.00 Start Date 6/23 Complete Date 5/2024

REFERENCE #3:

Client Gatehouse Partners Phone —
 Contact Person Kevin Donahue Cell 845 206 1323
 Project Address 46 Oneida Drive Greenwich, CT
 Approximate \$ Value 61,683.00 Start Date 3/24 Complete Date 4/2024
 Start Date — Complete Date —

Vendor Name Krois Construction LLC Vendor Cell Phone 203 496 1241
 Vendor Work Phone — Vendor Email Krois Construction@gmail.com


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 Bryan Louis
Title owner
Bidder's Company Name Lois Construction LLC
Date 4-18-2024

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder Krois Construction LLC

Authorized Signature [Signature]

Print Name Bryan Krois

Title owner

Date 4-18-2024

Address 57 Polk Bridge Road

City, State, Zip Code Sandy Hook, CT 06482

Email Krois Construction@gmail.com

Business Phone Number —

Cell 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.

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

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 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 of the correct sum.

Bidder's Company Name: LRM, Inc

Address:

PO Box 3424 Newtown, CT 06470

Telephone:

203.426.4383

Contact Name and Email:

Bob Manna rmanna@lrm-ct.com

Nicole Manna
necole@lrm-ct.com

Authorized Signature:

Print Name:

Robert E. Manna, Jr

Title:

President

Website:

www.lrm-ct.com

State of CT Taxpayer ID#:

8687725-000

Federal Taxpayer ID#:

06-1445405

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

Robert E. Manna 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:

LRM, Inc.

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:

Vendor Name <u>LRM, Inc</u>		Vendor Cell Phone <u>203.948.0830</u>						
Vendor Work Phone <u>203.426.4383</u>		Vendor Email <u>necole@lrm-ct.com</u>						
TACK TRUCK Equipment Rates								
Make	Model	Weight	Description – Special Attachments	Equipment and Operator Rates	Equipment and Operator Rates			
				Per Gallon Applied	Hour	Day	Week	Month
			NO BID					

PRICING:

Vendor Name LRM, Inc Vendor Cell Phone 203.948.0830
 Vendor Work Phone 203.426.4383 Vendor Email neade@lrm-ct.com

EXCAVATOR Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
JD	350G							260	2080	10,400	41,600
JD	245							170	1360	6800	27,200
JD	135							125	1000	5000	20000
JD	85		thumb, rubber tracks, buckets 24" 30" 42"					115	920	4,600	18,400
JD	60		" " buckets 18" 24" 48"					100	800	4000	16,000
JD	350		w/10k hammer					400	3200	16000	64000
JD	245		w/5k hammer, grapple, compactor, pulverizer					260	2080	10,400	41,600
JD	135		w/1750 hammer					210	1680	8400	33,600
JD	60		w/2k hammer					190	1520	7600	30,400
JD	135		w/tree shear					175	1400	7000	28,000
JD	85		w/forestry mower					150	1200	6000	24,000

Vendor Name LRM, Inc Vendor Cell Phone 203.948.0830
 Vendor Work Phone 203.426.4383 Vendor Email necole@lrm-ct.com

BULLDOZER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
JD	650G	20,000	6 way blade					105	840	4200	16800
CAT	D6	36,000						160	1280	6400	25600

Vendor Name <u>LRM, Inc</u>				Vendor Cell Phone <u>203.948.0830</u>							
Vendor Work Phone <u>203.426.4383</u>				Vendor Email <u>neecole@lrm-ct.com</u>							
BACKHOE Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			No BID								

Vendor Name LRM, INC Vendor Cell Phone 203.948.0830
 Vendor Work Phone 203.426.4383 Vendor Email necole@lrm-ct.com

ROAD GRADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			NO								
			BID								

Vendor Name LRM, Inc Vendor Cell Phone 203.948.0830
 Vendor Work Phone 203.426.4383 Vendor Email necole@lrm-ct.com

WHEEL LOADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
JD	624G		forks/3yd bucket					130	1040	5200	20800
JD	624K		" "					130	1040	5200	20800
JD	544		" "					130	1040	5200	20800
JD	84		forks/1yd bucket					90	720	3600	14,400
CAT	938		3yd bucket					130	1040	5200	20800
JD	624G		w/16' snow box					205	1640	8200	32,800
JD	624K		" "					205	1640	8200	32,800
JD	544		" "					205	1640	8200	32,800
JD	84		w/9' snowbox					160	1280	6400	25,600
CAT	938		w/16' snow box					205	1640	8200	32,800

Vendor Name URM, Inc Vendor Cell Phone 203.948.0830
 Vendor Work Phone 203.426.4383 Vendor Email DeCole@IRM-CT.com

BUCKET TRUCK – to 61 FEET Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			No Bid								

Vendor Name LRM INC Vendor Cell Phone 203.948.0830
 Vendor Work Phone 203.426.4383 Vendor Email decole@lrm-ct.com

BRUSH CHIPPER (9 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

NO BID

BRUSH CHIPPER (12 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
BAMM	25240		w/ winch					150	1200	6,000	24,000
BAMM											

BRUSH CHIPPER (15 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name LRM, INC Vendor Cell Phone 203.948.0830
 Vendor Work Phone 203.426.4383 Vendor Email necole@lrm-ct.com

CHIPPER BOX TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

NO BID

STUMP GRINDER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

NO BID

GRAPPLE / CRANE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

NO BID

Vendor Name LRM, Inc Vendor Cell Phone 203.948.0830
 Vendor Work Phone 203.426.4383 Vendor Email Decole@lrm-ct.com

LOG TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

NO BID

SPIDER LIFT Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

NO BID

Vendor Name <u>LRM, Inc</u>	Vendor Cell Phone <u>203.948.0830</u>
Vendor Work Phone <u>203.426.4383</u>	Vendor Email <u>necole@lrm-ct.com</u>
TREE WORK Labor Rates	
LABOR	Rate Per Hour
Foremen	\$ 90
Laborer	60
Equipment Operator	80
Traffic Person	55

ADDITIONAL EQUIPMENT AVAILABLE RATES

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

(See attached)



Machines Rates w/operator
2024

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 Rake, Grapple Bucket, Forks	\$ 100.00 per hour \$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

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.

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

Circle one: YES NO

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

Circle one: YES NO

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

Circle one: YES NO

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

30+ years experience.
References. Equipment. Tools.

Addendum Acknowledgement Form:

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

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

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: URM, Inc

By Bidder's Authorized Representative:

Signature [Signature]

Name Robert E. Manning, Jr

Title President

Date 4/22/2024

REFERENCES

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

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

REFERENCE #1:

Client Clar's Construction Phone 203.364.9460
 Contact Person Eric Maria Cell eric@clarisconstruction.com
 Project Address Cumy Auto - Danbury, CT
 Approximate \$ Value 1,600,000 Start Date 12/2022 Complete Date 4/2024

REFERENCE #2:

Client Harold Tittman Architects Phone 860.619.0005
 Contact Person Harold Tittman Cell harold@tittman.com
 Project Address Sagephire Meadows - Washington, CT
 Approximate \$ Value 500,000 Start Date 2024 Complete Date In progress

REFERENCE #3:

Client Cady Builders Phone _____
 Contact Person Kevin Cady Cell cadybuilders@gmail.com
 Project Address Bridgewater, CT / Milltown, CT
 Approximate \$ Value 150,000 Start Date _____ Complete Date _____
 Start Date 4/2022 Complete Date In progress

Vendor Name LRM, INC Vendor Cell Phone 203.948.0830
 Vendor Work Phone 203.426.4383 Vendor Email necole@lrm-et.com

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 E. Manna, Jr

Title President

Bidder's Company Name LRM, Inc

Date 4/22/2024

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder LRM, Inc
 Authorized Signature [Signature]
 Print Name Robert E. Manna, Jr
 Title President
 Date 4/22/2024
 Address PO Box 3424
 City, State, Zip Code Newtown CT 06470
 Email rob@lrm-ct.com / necole@lrm-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 it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

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

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

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

Requirements:

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

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

THE CONTRACTOR

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

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

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

ASSIGNMENT OF CONTRACT

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

AWARD OF BIDS

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

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

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

PURCHASE ORDER ISSUANCE/AWARD

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

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

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

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

GUARANTEE

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

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

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

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

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

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

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

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

RIGHT TO ACCEPT / REJECT

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

QUESTIONS

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

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

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

PRICE GUARANTEE/DURATION OF BID

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

F.O.B DESTINATION

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

PAYMENT PROCEDURES

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

PAYMENT PERIOD

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

8. BID BOND- NOT REQUIRED

The BID BOND is NOT required for this bid.

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

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

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

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

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

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

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

1. Commercial General Liability: Minimum Limits Required:

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

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

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

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

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

3. Workers Compensation/Employers Liability Insurance

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

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

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

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

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

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

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

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

No Limitation on Liability

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

Cancellation, Renewal and Modification

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

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

INDEMNIFICATION

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

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

FEDERAL, STATE, AND LOCAL LAWS

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

APPLICABLE LAW

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

CONFIDENTIALITY/DISCLOSURE

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

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

CONFLICT OF INTEREST

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

CATALOGUE REFERENCE

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

OSHA

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

UNLESS OTHERWISE NOTED

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

TAX EXEMPT

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

No exemption certificates are required and none will be issued.

Town of Newtown

CT State- 0459289-000

Federal – 06-6002048

10. PROPRIETARY INFORMATION

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

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 of the correct sum.

Bidder's Company Name: Nagy 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: 

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:

☒ 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

Norman W. Nagy, Manager

nagbro@aol.com

Nagy Brothers Construction LLC

550 Main Street

Monroe, CT 06468

BID FORM

Date April 17, 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:

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 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:

Vendor Name Nagy Brothers Construction LLCVendor Cell Phone Norman Nagy 203-395-8583Vendor Work Phone 203-268-0454Vendor Email nagbro@aol.com**EXCAVATOR Equipment Rates**

Make	Model	Weight	Description -- Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
CAT	305	11,500	Mini Excavator with Thumb					\$125	\$1000	\$5000	\$20,000
CAT	320	44,000	Excavator with Thumb					\$180	\$1440	\$7200	\$28,800
CAT	330	80,000	Excavator, 36", 48" Bucket					\$220	\$1760	\$8800	\$35,200
CAT	345	100,000	Excavator 42" - 56" -60" Bucket, 50' Reach Attachment					\$250	\$2000	\$10,000	\$40,000
CAT	M320	44,000	Rubber Tire Excavator with Tilt Buckets 24", 36", 60"					\$220	\$1760	\$8800	\$35,200
CAT	M315	35,000	Rubber Tire Excavator with Tilt Buckets, 24" 36", 60"					\$180	\$1440	\$7200	\$28,800
CAT	225	54,000	with Hammer					\$250	\$2000	\$10,000	\$40,000

Vendor Name Nagy Brothers Construction LLC

Vendor Cell Phone Norman Nagy 203-395-8583

Vendor Work Phone 203-268-0454

Vendor Email nagbro@aol.com

BACKHOE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
CAT	416	14,000						\$125	\$1000	\$5000	\$20,000

Vendor Name Nagy Brothers Construction LLCVendor Cell Phone Norman Nagy 203-395-8583Vendor Work Phone 203-268-0454Vendor Email nagbro@aol.com**ROAD GRADER** Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
CAT	12	35,000	12' Blade, Scarifier					\$140	\$1120	\$5600	\$22,400
			EARTH ROLLER								
Vibromax	10-12 ton	24,000	84" Drum					\$120	\$ 960	\$4800	\$19,200
Bomag	10-12 ton	24,000	84" Drum					\$120	\$ 960	\$4800	\$19,200

Vendor Name Nagy Brothers Construction LLCVendor Cell Phone Norman Nagy 203-395-8583Vendor Work Phone 203-268-0454Vendor Email nagbro@aol.com**WHEEL LOADER Equipment Rates**

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
CAT	950	35,000	3 CY Bucket					\$140	\$1120	\$5600	\$22,400
CAT	966	45,000	5 CY Bucket					\$160	\$1280	\$6400	\$25,600
CAT	955L	36,000	Track Loader					\$160	\$1280	\$6400	\$25,600
ASV	50	5,500	Skid Steer, attached Auger					\$110	\$ 880	\$4400	\$17,600
ASV	70	7,500	Harley Rake, Rock Hand					\$120	\$ 960	\$4800	\$19,200
ASV	85	8,500	York Rake, Forks					\$130	\$1040	\$5200	\$20,800

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language of 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 ☒ 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:

Nagy Brothers Construction, a family run business, was started in 1946.

Addendum Acknowledgement Form:

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

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

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

No Addendums as of April 17, 2024.

Business Name of Bidder: Nagy Brothers Construction LLC

By Bidder's Authorized Representative:

Signature 

Name Norman W. Nagy

Title Manager

Date April 17, 2024

REFERENCES

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

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

REFERENCE #1:

Client See Attached List of References Phone _____
Contact Person _____ Cell _____
Project Address _____
Approximate \$ Value _____ Start Date _____ Complete Date _____

REFERENCE #2:

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

REFERENCE #3:

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

Vendor Name Nagy Brothers Construction LLC 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.

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>CONTRACT AMOUNT</u>	<u>COMPLETED DATE</u>
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

STATEMENT OF NON-COLLUSION

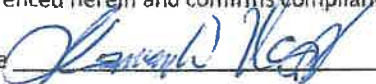
In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official 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 Norman W. Nagy

Title Manager

Bidder's Company Name Nagy Brothers Construction LLC

Date April 17, 2024

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder 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

Email nagbro@aol.com

Business Phone Number 203-268-0454

Cell Phone Number 203-395-8583

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 of the correct sum.

Bidder's Company Name: Newtown Arbor Services LLC

Address: 260 Berkshire Rd. Southbury, CT 06488

Telephone: (203) 426-4024

Contact Name and Email: newtownarbor services@gmail.com

Authorized Signature: 

Print Name: Miles Dobbrow

Title: Owner

Website: newtownarbor services.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

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:

Vendor Name _____		Vendor Cell Phone _____						
Vendor Work Phone _____		Vendor Email _____						
TACK TRUCK Equipment Rates								
Make	Model	Weight	Description – Special Attachments	Equipment and Operator Rates	Equipment and Operator Rates			
				Per Gallon Applied	Hour	Day	Week	Month

Vendor Name_____
Vendor Cell Phone_____

Vendor Work Phone_____
Vendor Email_____

EXCAVATOR Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name_____Vendor Cell Phone_____

Vendor Work Phone_____Vendor Email_____

BULLDOZER Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name _____				Vendor Cell Phone _____							
Vendor Work Phone _____				Vendor Email _____							
BACKHOE Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name _____				Vendor Cell Phone _____							
Vendor Work Phone _____				Vendor Email _____							
ROAD GRADER Equipment Rates											
Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name_____

Vendor Cell Phone_____

Vendor Work Phone_____

Vendor Email_____

WHEEL LOADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Email newtownarborservices@gmail.com

[illegible]

Vendor Name Newtown Arbor Services Vendor Cell Phone (475) 444-2599
 Vendor Work Phone (203) 426-4024 Vendor Email newtownarbor services@gmail.com

BRUSH CHIPPER (9 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

BRUSH CHIPPER (12 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

BRUSH CHIPPER (15 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Brush Bandit	1990	9,500	21 inch Brush Bandit chipper with grapple		1200 ⁰⁰	6000 ⁰⁰	24000 ⁰⁰		2000 ⁰⁰	10,000	40,000

Vendor Name Newtown Arbor Services Vendor Cell Phone (475) 444-2599
 Vendor Work Phone (203) 426-4024 Vendor Email _____

CHIPPER BOX TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Inter.	4800	25,500	chip Truck-14 yards		400	2,000	8,000		1200	6000	24000

STUMP GRINDER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Rayco	672DXH	4500	stump grinder		1800	5,000	20,000		1800	9,000	36,000

GRAPPLE / CRANE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Inter.	7500	45000	National 26 ton 113ft. crane		1,000	5,000	20,000		2,000	10,000	40,000

Vendor Name Newtown Arbor Services Vendor Cell Phone (475) 444-2599
 Vendor Work Phone (203) 426-4024 Vendor Email newtownarborervices@gmail.com

LOG TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Inter.	4400	4800	Log truck / Dump truck with grapple		600	3,000	12,000		1,600	8,000	32,000

SPIDER LIFT Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name	<u>Newtown Arbor Services</u>		Vendor Cell Phone	<u>(475) 444-2599</u>
Vendor Work Phone	<u>(203) 426-4024</u>		Vendor Email	<u>newtownarborservices@gmail.com</u>
TREE WORK Labor Rates				
LABOR			Rate Per Hour	
Foremen			150 ⁰⁰	
Laborer			100 ⁰⁰	
Equipment Operator			125 ⁰⁰	
Traffic Person			75 ⁰⁰	

ADDITIONAL EQUIPMENT AVAILABLE RATES

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

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.

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

Circle one: YES ☒ NO

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

Circle one: YES ☒ NO

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

Circle one: YES ☒ NO

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

Addendum Acknowledgement Form:

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

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

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: _____

By Bidder's Authorized Representative:

Signature _____

Name _____

Title _____

Date _____

REFERENCES

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

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

REFERENCE #1:

Client Mike Mearthy Phone (203) 788-2853
 Contact Person _____ Cell _____
 Project Address _____
 Approximate \$ Value _____ Start Date _____ Complete Date _____

REFERENCE #2:

Client Anthony Capazello Phone (203) 948-8931
 Contact Person _____ Cell _____
 Project Address _____
 Approximate \$ Value _____ Start Date _____ Complete Date _____

REFERENCE #3:

Client Rob McCulloch Phone (203) 617-7432
 Contact Person _____ Cell _____
 Project Address _____
 Approximate \$ Value _____ Start Date _____ Complete Date _____
 Start Date _____ Complete Date _____

Vendor Name _____ Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email _____

STATEMENT OF NON-COLLUSION

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

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

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

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

Authorized Signature

Print Name

Title

Bidder's Company Name

Date

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder Newtown Arbor Serv
Authorized Signature [Signature]
Print Name Miles Dobbrow
Title Owner
Date 4/21/24
Address P.O. box 421
City, State, Zip Code Newtown CT 06470
Email NewtownArborServices@gmail.com
Business Phone Number 203-426-4024
Cell Phone Number

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

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

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

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

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

Requirements:

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

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

THE CONTRACTOR

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

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

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

ASSIGNMENT OF CONTRACT

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

AWARD OF BIDS

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

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

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

PURCHASE ORDER ISSUANCE/AWARD

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

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

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

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

GUARANTEE

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

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

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

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

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

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

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

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

RIGHT TO ACCEPT / REJECT

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

QUESTIONS

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

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

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

PRICE GUARANTEE/DURATION OF BID

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

F.O.B DESTINATION

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

PAYMENT PROCEDURES

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

PAYMENT PERIOD

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

8. BID BOND- NOT REQUIRED

The BID BOND is NOT required for this bid.

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

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

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

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

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

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

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

1. Commercial General Liability: Minimum Limits Required:

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

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

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

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

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

3. Workers Compensation/Employers Liability Insurance

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

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

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

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

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

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

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

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

No Limitation on Liability

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

Cancellation, Renewal and Modification

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

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

INDEMNIFICATION

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

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

FEDERAL, STATE, AND LOCAL LAWS

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

APPLICABLE LAW

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

CONFIDENTIALITY/DISCLOSURE

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

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

CONFLICT OF INTEREST

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

CATALOGUE REFERENCE

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

OSHA

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

UNLESS OTHERWISE NOTED

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

TAX EXEMPT

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

No exemption certificates are required and none will be issued.

Town of Newtown

CT State- 0459289-000

Federal – 06-6002048

10. PROPRIETARY INFORMATION

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

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.

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

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 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 of the correct sum.

Bidder's Company Name: QJF 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:

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

Quinn Fontaine, Owner, QJFservices@gmail.com,
PO Box 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:

Vendor Name_____										Vendor Cell Phone_____									
Vendor Work Phone_____										Vendor Email_____									
TACK TRUCK Equipment Rates																			
Make	Model	Weight	Description – Special Attachments	Equipment and Operator Rates		Equipment and Operator Rates													
				Per Gallon Applied	Hour	Day	Week	Month											

Vendor Name QJF Services LLCVendor Cell Phone 203-948-3328Vendor Work Phone 203-948-3328Vendor Email QJFservices@gmail.com

EXCAVATOR Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Yanmar	36-6	8500 lbs	BUCKETS-12, 24, 36 inch, grading bucket, Hydraulic thumb		750	3800	15,200		1368	6800	27,200

Vendor Name_____

Vendor Cell Phone 203_____

Vendor Work Phone_____

Vendor Email_____

BULLDOZER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name_____

Vendor Cell Phone_____

Vendor Work Phone_____

Vendor Email_____

BACKHOE Equipment Rates

Make	Model	Weight	Description -- Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name_____

Vendor Cell Phone_____

Vendor Work Phone_____

Vendor Email_____

ROAD GRADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name QJF ServicesVendor Cell Phone 203-948-3328Vendor Work Phone 203-948-3328Vendor Email QJFservices@gmail.com

WHEEL LOADER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Bobcat	4550	8500	track skid steer 28 in bucket, forks auger, grapple, brush mower, Harley rake	760		3800	15200		1360	6800	27200
Kubota	854	5500	tire loader, snow blower 80", mower 16ft	600		3000	12000		1050	5250	21000

Vendor Name QJF ServicesVendor Cell Phone 203-948-3328Vendor Work Phone 203-948-3328Vendor Email QJFservices@gmail.com

BUCKET TRUCK – to 61 FEET Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
International	4900	33000lbs	65ft ⁺ Bucket		1200	6000	24000		2000	10000	40000

Vendor Name QJF ServicesVendor Cell Phone: 203-948-3328Vendor Work Phone 203-948-3328Vendor Email QJFservices@gmail.com

BRUSH CHIPPER (9 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

BRUSH CHIPPER (12 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Brush Bandit	200+	6000 lbs	12" wood chipper		720	3600	14400		1080	5400	21600

BRUSH CHIPPER (15 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Brush Bandit	15 XP	8500 lbs	15" wood chipper		1000	5000	20000		1360	6800	27200

Vendor Name QJF Services Vendor Cell Phone 203-948-3328
 Vendor Work Phone 203-948-3328 Vendor Email QJFservices@gmail.com

CHIPPER BOX TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Ford	F-550	19500	Chipper box truck 15yd		500	2500	10000		860	4300	17200
Ford	F-650	26000	Chipper box truck 20yd		650	3250	13000		1010	5050	20200

STUMP GRINDER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Bandit	2550	3000	Stump Grinder		800	3200	12000		1000	5000	20000

GRAPPLE / CRANE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name QJF ServicesVendor Cell Phone 203-948-3328Vendor Work Phone 203-948-3328Vendor Email QJFservices@gmail.com

LOG TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

SPIDER LIFT Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
CMC	83 HD	8800	90ft working height lift		1200	6000	24000		2000	10000	40000

Vendor Name <u>QJFservices</u>		Vendor Cell Phone <u>203-948-3328</u>	
Vendor Work Phone <u>203-948-3328</u>		Vendor Email <u>QJFservices@gmail.com</u>	
TREE WORK Labor Rates			
LABOR		Rate Per Hour	
Foremen		75	
Laborer		50	
Equipment Operator		75	
Traffic Person		50	

ADDITIONAL EQUIPMENT AVAILABLE RATES

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

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.

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

Circle one: YES ☒ NO

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

Circle one: YES ☒ NO

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

Circle one: YES ☒ NO

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

Addendum Acknowledgement Form:

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

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

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: QTF Services

By Bidder's Authorized Representative:

Signature 

Name Quinn Fontaine

Title Owner

Date 4/21/24

REFERENCES

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

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

REFERENCE #1:

Client MIKE SCOSTA (C+E Appliance) Phone 203-802-7459
 Contact Person MIKE SCOSTA Cell _____
 Project Address 72 West Flat Hill rd. Southbury Ct 06488
 Approximate \$ Value 120,000 Start Date 2019 Complete Date current

REFERENCE #2:

Client Newtown Fish and Game Club Phone 203-648-1389
 Contact Person Jon Cote - Club manager Cell _____
 Project Address 341 West meeting house rd. New Milford Ct 06776
 Approximate \$ Value 96,000 Start Date 2022 Complete Date current
mitchells farm 51 purchase brook rd. Southbury Ct 06488 - leased property

REFERENCE #3:

Client DeFeo Materials Phone 888-884-6459
 Contact Person Christopher Cell 203-584-6016
 Project Address 11 Saxony Ln. Oxford, CT
 Approximate \$ Value 50,000 Start Date 2023 Complete Date Jan 2024
 Start Date _____ Complete Date _____

Vendor Name QJF Services LLC Vendor Cell Phone 203-948-3328
 Vendor Work Phone 203-948-3328 Vendor Email qjfservices@gmail.com

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 Fontaine

Title Owner

Bidder's Company Name QJF Services

Date 4/21/24

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder QJF Services

Authorized Signature 

Print Name Quinn Fontaine

Title Owner

Date 4/21/24

Address PO box 235

City, State, Zip Code Newtown CT 06470

Email QJFservices@gmail.com

Business Phone Number 203-948-3328

Cell 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 it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

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

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

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

Requirements:

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

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

THE CONTRACTOR

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

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

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

ASSIGNMENT OF CONTRACT

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

AWARD OF BIDS

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

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

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

PURCHASE ORDER ISSUANCE/AWARD

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

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

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

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

GUARANTEE

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

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

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

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

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

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

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

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

RIGHT TO ACCEPT / REJECT

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

QUESTIONS

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

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

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

PRICE GUARANTEE/DURATION OF BID

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

F.O.B DESTINATION

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

PAYMENT PROCEDURES

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

PAYMENT PERIOD

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

8. BID BOND- NOT REQUIRED

The BID BOND is NOT required for this bid.

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

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

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

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

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

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

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

1. Commercial General Liability: Minimum Limits Required:

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

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

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

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

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

3. Workers Compensation/Employers Liability Insurance

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

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

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

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

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

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

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

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

No Limitation on Liability

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

Cancellation, Renewal and Modification

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

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

INDEMNIFICATION

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

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

FEDERAL, STATE, AND LOCAL LAWS

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

APPLICABLE LAW

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

CONFIDENTIALITY/DISCLOSURE

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

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

CONFLICT OF INTEREST

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

CATALOGUE REFERENCE

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

OSHA

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

UNLESS OTHERWISE NOTED

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

TAX EXEMPT

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

No exemption certificates are required and none will be issued.

Town of Newtown

CT State- 0459289-000

Federal - 06-6002048

10. PROPRIETARY INFORMATION

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

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 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:

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 of the correct sum.

Bidder's Company Name: TIM WILDER TREE CARE LLC

Address: 2 LORI LYNN CIRCLE NEWTOWN CT 06470

Telephone: (203) 270-1012

Contact Name and Email: TIMOTHY WILDER TIMWILDERTREE@yahoo.com

Authorized Signature: 

Print Name: TIMOTHY WILDER

Title: OWNER / member

Website: TIM WILDER TREE CARE . COM

State of CT Taxpayer ID#: 001351030-000

Federal Taxpayer ID#: 06-1580631 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

PRICING:

Vendor Name <u>TIM WILDER TREE CARE LLC</u> Vendor Cell Phone _____								
Vendor Work Phone _____ Vendor Email _____								
TACK TRUCK Equipment Rates								
Make	Model	Weight	Description – Special Attachments	Equipment and Operator Rates	Equipment and Operator Rates			
				Per Gallon Applied	Hour	Day	Week	Month
			N/A					

Vendor Work Phone _____ Vendor Email _____

[illegible]

Vendor Work Phone _____ Vendor Email _____

[illegible]

Vendor Name TIM WILDER TREE CARE^{LLC} Vendor Cell Phone _____
Vendor Work Phone _____ Vendor Email _____

BACKHOE Equipment Rates	
-------------------------	--

[illegible]

Vendor Work Phone _____ Vendor Email _____

[illegible]

Vendor Name Tim Wilder Tree Care LLC Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email _____

WHEEL LOADER Equipment Rates

[illegible]

Vendor Name Tim WILDER TREE CARE LLC Vendor Cell Phone _____

Vendor Work Phone (203) 270-7012 Vendor Email TIM WILDER TREE@yahoo.com

BUCKET TRUCK – to 61 FEET Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Freig	M ² 106M	26000	2021 TEREX XT pro 60R 65'	25.	200.	1000.	4000.	135.	1080.	5400.	21600.

Vendor Name Tim WILDER TREE CARE LLC Vendor Cell Phone _____
 Vendor Work Phone (203) 270-2012 Vendor Email Tim.wildertree@yahoo.com

BRUSH CHIPPER (9 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
			N/A								

BRUSH CHIPPER (12 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
MORBA	MIAR	6000		25.	200.	1000.	4000.	135.	1080.	5400.	21600.

BRUSH CHIPPER (15 in) Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
MORBA	TERNADO M15	8000		25.	200.	1000.	4000.	135.	1080.	5400.	21600.

Vendor Name TIM WILDER TREE CARE LLC

Vendor Cell Phone _____

Vendor Work Phone (203) 270-1012Vendor Email Tim.WILDER@TreeCare.com**CHIPPER BOX TRUCK Equipment Rates**

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
Ford	F650	26000		25	200	1000	4000	135	1080	5400	21600
Ford	F550	17500		25	200	1000	4000	135	1080	5400	21600

STUMP GRINDER Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

GRAPPLE / CRANE Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

Vendor Name TIM WILDER TREE CARE LLC Vendor Cell Phone _____
 Vendor Work Phone 203 270-1012 Vendor Email TIM WILDER TREE @ YAHOO.COM

LOG TRUCK Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month

SPIDER LIFT Equipment Rates

Make	Model	Weight	Description – Special Attachments	Equipment Only Rates				Equipment and Operator Rates			
				Hour	Day	Week	Month	Hour	Day	Week	Month
TRACED		6900		25	200	1000	4000	135	1080	5400	21600
LIFT											
72'											

Vendor Name <u>Tim Wilder Tree Care LLC</u>		Vendor Cell Phone _____
Vendor Work Phone <u>203 270-7012</u>		Vendor Email <u>Tim.WilderTree@yahoo.com</u>
TREE WORK Labor Rates		
LABOR	Rate Per Hour	
Foremen	\$ 110.00	
Laborer	\$ 110.00	
Equipment Operator	\$ 110.00	
Traffic Person	\$ 110.00	

ADDITIONAL EQUIPMENT AVAILABLE RATES

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

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language of 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 ☒ NO

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

Circle one: YES ☒ NO

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

Circle one: YES ☒ NO

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

Addendum Acknowledgement Form:

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

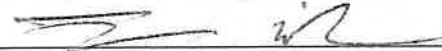
The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____
Addendum # _____ Date Issued _____

*None Found
AS OF 4/18/24*

Business Name of Bidder: TIM WILDER TREE CARE LLC

By Bidder's Authorized Representative:

Signature 

Name TIMOTHY WILDER

Title owner / member

Date 4/18/24

REFERENCES

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

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

REFERENCE #1:

Client TOWN OF NEWTOWN Phone _____
 Contact Person MICHAEL MCCARTHY Cell (203) 788-2853
 Project Address VARIOUS
 Approximate \$ Value _____ Start Date _____ Complete Date _____
2004 -> 2021

REFERENCE #2:

Client TOWN OF NEWTOWN Phone _____
 Contact Person ANTHONY CAPOZZIELLO Cell (203) 948-8931
 Project Address VARIOUS
 Approximate \$ Value _____ Start Date _____ Complete Date _____
7/2022 -> 10/2022

REFERENCE #3:

Client NEWTOWN POWER EQUIPMENT Phone (203) 426-5012
 Contact Person GREG OR DAVE Cell _____
 Project Address VARIOUS REFERRALS
 Approximate \$ Value _____ Start Date _____ Complete Date _____
 Start Date _____ Complete Date _____
2000 -> 2024

Vendor Name TIM WILDER TREE CARE LLC Vendor Cell Phone _____
 Vendor Work Phone 203 270-1012 Vendor Email TIMWILDERTREE@YAHOO.COM

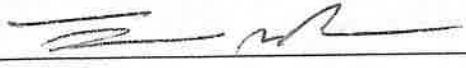
STATEMENT OF NON-COLLUSION

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 Wilder
Title owner / member
Bidder's Company Name Tim Wilder Tree Care LLC
Date 4/18/24

ATTESTATION OF BID SUBMISSION

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

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

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

Respectfully submitted by bidder:

Business Name of Bidder TIM WILDER TREE CARE LLC
 Authorized Signature [Signature]
 Print Name TIMOTHY WILDER
 Title Owner / member
 Date 4/18/24
 Address 2 Lori Lynne Circle
 City, State, Zip Code NEWTON, CT 06470
 Email TIM WILDER TREE @YAHOO.COM
 Business Phone Number (203) 270-1012
 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 it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

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

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

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

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

Requirements:

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

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

THE CONTRACTOR

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

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

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

ASSIGNMENT OF CONTRACT

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

AWARD OF BIDS

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

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

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

PURCHASE ORDER ISSUANCE/AWARD

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

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

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

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

GUARANTEE

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

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

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

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

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

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

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

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

RIGHT TO ACCEPT / REJECT

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

QUESTIONS

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

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

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

PRICE GUARANTEE/DURATION OF BID

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

F.O.B DESTINATION

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

PAYMENT PROCEDURES

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

PAYMENT PERIOD

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

8. BID BOND- NOT REQUIRED

The BID BOND is NOT required for this bid.

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

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

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

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

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

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

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

1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
- The Owner (Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an Additional Insured under the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include coverage for both **ongoing operations** and **completed operations**.
- CG 20 10 04 13 and CG 20 37 04 13 (both forms must be included)
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

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

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

3. Workers Compensation/Employers Liability Insurance

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

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

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

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

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

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

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

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

No Limitation on Liability

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

Cancellation, Renewal and Modification

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

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

INDEMNIFICATION

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

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

FEDERAL, STATE, AND LOCAL LAWS

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

APPLICABLE LAW

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

CONFIDENTIALITY/DISCLOSURE

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

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

CONFLICT OF INTEREST

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

CATALOGUE REFERENCE

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

OSHA

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

UNLESS OTHERWISE NOTED

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

TAX EXEMPT

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

No exemption certificates are required and none will be issued.

Town of Newtown

CT State- 0459289-000

Federal – 06-6002048

10. PROPRIETARY INFORMATION

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