

REQUEST FOR PROPOSAL

PEDESTRIAN IMPROVEMENTS- SUGAR STREET 2024-14

CONTENTS

1. Legal Notice (Request for Proposals)
2. Project Description
3. Bid Bond
4. Scope and Specifications
5. Timeline of RFP Process
6. Sealed Bid Request
7. Pricing
8. Performance Bond
9. Insurance Requirements and Indemnification
10. Proprietary Information

1. LEGAL NOTICE

TOWN OF NEWTOWN

REQUEST FOR PROPOSAL

PEDESTRIAN IMPROVEMENTS- SUGAR STREET 2024-14

The Town of Newtown (hereinafter known as "Town") in a joint effort with the Borough of Newtown (hereinafter known as "Borough") seek proposals from qualified contractors for the pedestrian improvement sidewalk project on Sugar Street.

Respondents are required to submit two (2) copies of a sealed proposal and one (1) USB drive in pdf format by no later than **11:00 AM on Wednesday, April 17, 2024** at the Office of the Finance Director, located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, and clearly marked envelope "PEDESTRIAN IMPROVEMENTS- SUGAR STREET 2024-14"  
Proposals received after that date and time will be rejected.

**Mandatory Pre-Bid Walkthrough shall commence at the corner of Madison Drive and Sugar Street, Newtown, CT 06470  
Friday, April 5, 2024 10AM**

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

is an Affirmative Action Employer-MBE/WBE and all are encouraged to bid.

Copies of specifications and bid forms are available for review, download and print on the Purchasing Department website: <https://www.newtown-ct.gov/purchasing-department/pages/bid-invitations>.

Questions regarding this request for proposal should be directed to Kerri Mubarek, by e-mail at [kerri.mubarek@newtown-ct.gov](mailto:kerri.mubarek@newtown-ct.gov).

A. Jeffrey Capeci First Selectman

Robert G. Tait Finance Director

PURCHASING AUTHORITY

PEDESTRIAN IMPROVEMENTS- SUGAR STREET 2024-14

## 2. PROJECT DESCRIPTION

The Town of Newtown (hereinafter known as "Town") in a joint effort with the Borough of Newtown (hereinafter known as "Borough") request competitive proposals from qualified Contractors for the installation of 1400 linear feet of concrete sidewalk on the north side of Route 302 (Sugar Street) from Madison Drive heading east to driveway apron at the Pleasance Park as outlined herein under specifications in the Benesch drawings dated January 27, 2023. The selected contractor is expected to install the sidewalk in accordance to the plan and budget.

## 3. BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town and/or Borough of Newtown. The Town and/or Borough of Newtown always reserve the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

**NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration. No exceptions.**

This bid bond will be returned once all terms of the bid have been met, and a contract has been signed. The Town of Newtown and/or Borough of Newtown reserves the right to retain the bid bond should the original terms of the awarded bid not be executed.

## REQUIREMENTS

- A. Any sizes or estimate of quantities are approximate and are not guaranteed in any respect. Prospective bidders are to visit the sites to verify scope of the work, measurements, quantities, etc., prior to bidding. The Town and/or Borough reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- Price is to include all labor, materials denoted, insurances, etc., required to properly complete these services.
- B. The Town of Newtown and/or Borough of Newtown reserves the right to award the bid with multiple items:
- to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
  - to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
  - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town and/or Borough.
- C. 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.
- D. The successful bidder MUST secure all required licenses and permits (local, state, federal) prior to commencing work.
- E. 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/or Borough of Newtown, including state and federal agencies.
- F. Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, Award Resolution, and Town Purchase Order.

## 4. SCOPE AND SPECIFICATIONS

Installation of approximately 1400 linear feet of reinforced concrete sidewalk on Sugar Street (Rte 302) on northside from Madison Drive to section of existing sidewalk at the Pleasance Park. Sidewalk to measure 5' in width unless otherwise noted. A gravel base on 8" of stone shall be compacted. Concrete shall have a minimum thickness of 5" and meet state DOT standards. Reinforcement shall be 4 x 4 w6.5 x w6.5. The scope of work shall include grading, curbing as noted, removal of shrubbery or other elements as deemed necessary and included in the Benesch drawings.

**A. Field Survey**

1. Conduct a field survey of the area to review existing conditions.
2. Review drawings to confirm and understanding of the specific sidewalk area, elevations, dimensions, specifications of materials and construction.

**B. Bidding and Construction Documents**

1. Prepare bid with specifications according to state and local codes, laws and requirements and set forth in the Benesch drawings.
2. Submit documents in hard copy and digital format to be mutually agreed upon and approved to proceed.

**C. Construction Services**

1. Install sidewalk, ADA ramps and and curbing as shown in specifications
2. Contractor is responsible for discarding and hauling away all project refuse with grounds to be in same condition as they were prior to the commencement of the project.
3. Damages for noncompliance or nonperformance costs may be specified by the Town and Borough.
4. Contractor shall specify and use safety measures to notify public of works zone as the building will be actively in use during the project.

5. TIMELINE OF THE RFP PROCESS

The following timeline has been tentatively established:

RFP Release	Friday, March 22, 2024
Mandatory Site Walk Through	Friday, April 5, 2024 at 10AM
Questions to be submitted by	Tuesday, April 9, 2024 by EOD
Answers completed and included on website	Friday, April 12, 2024 by EOD
<b>RFP Submission Date</b>	<b>Wednesday, April 17, 2024 11AM</b>
RFP Awarded	TBD
Start of Work	Early Summer 2024
Completion of Work	September 2024

6. SEALED BID REQUEST

**TOWN OF NEWTOWN**  
**INSTRUCTIONS FOR BIDDERS**  
**TERMS AND CONDITIONS OF BID**

Page 1 of 9

All bids must be submitted with two (2) copies and one (1) USB drive in pdf format using the below cover sheet and Bid Form (Pages 1-9) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title

“PEDESTRIAN IMPROVEMENTS- SUGAR STREET 2024-14”  
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 17, 2024**, at which time they will be publicly opened. Bidders must fill in all blank spaces on the Bid Form for Bid Prices including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void. The Bid Price of each item on the form shall be stated in the words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidder's Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name and Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Website: \_\_\_\_\_

State of CT Taxpayer ID#: \_\_\_\_\_ Federal Taxpayer ID#: \_\_\_\_\_

Incorporated in the state of: \_\_\_\_\_ Corporate Seal - Circle one: YES NO

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

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

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PEDESTRIAN IMPROVEMENTS- SUGAR STREET 2024-14

**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:

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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. PRICING

**Total Price and estimated time for Sugar Street Pedestrian improvements installation and completion of project:**

Cost: \_\_\_\_\_

Estimated Time to complete: \_\_\_\_\_

Estimated availability to start project: \_\_\_\_\_

Please list any exceptions to the specifications and include a bulleted detailed breakdown of work included.

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Vendor Name \_\_\_\_\_ Vendor Cell Phone \_\_\_\_\_

Vendor Work Phone \_\_\_\_\_ Vendor Email \_\_\_\_\_



As part of the Sealed Bid Package, please provide a qualifications packet listing the following information:

1. Firm experience including a minimum of three (3) previously completed projects
  - a) Include project title and description
  - b) Completed within the last 5 years
  - c) Similar scope
  - d) Include location of project, owner name, phone number, and e-mail address
2. List of current projects under contract. Include project title, type of work, owner name, value, start date, completion date, and contact information.
3. Have you been in litigation for any errors or omissions from projects from the past five (5) years? \_\_\_\_\_
4. Are you on the state or local debarments list for the Dept. of Administrative Services? \_\_\_\_\_

8. PERFORMANCE BOND

A 100% performance bond will be delivered to the Town of Newtown no later than five (5) business days after the award of the contract.

The performance bond will expire no earlier than the fifteenth day after the completion of the project.

Provided the Town of Newtown and Borough of Newtown deems all work acceptable and complete, the performance bond will be returned to the awardee no later than ten business days from completion of project

Vendor Name \_\_\_\_\_ Vendor Cell Phone \_\_\_\_\_

**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 \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Issued \_\_\_\_\_

Business Name of Bidder: \_\_\_\_\_

By Bidder's Authorized Representative:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**REFERENCES**

Provide at least five (5) 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 RFP.

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 and/or Borough of Newtown is not responsible for maintaining confidentiality of the references unless this procedure is followed.

**REFERENCE #1:**

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

**REFERENCE #2:**

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

**REFERENCE #3:**

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

**Vendor Name** \_\_\_\_\_ **Vendor Cell Phone** \_\_\_\_\_

**REFERENCE #4:**

Client \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_ Cell \_\_\_\_\_

\_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Start Date \_\_\_\_\_ Complete  
Date \_\_\_\_\_

**REFERENCE #5:**

Client \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_ Cell \_\_\_\_\_

\_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Start Date \_\_\_\_\_ Complete  
Date \_\_\_\_\_

Vendor Name \_\_\_\_\_ Vendor Cell Phone \_\_\_\_\_

**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 and/or Borough of Newtown, or any person or entity in the employ of Town of Newtown and/or Borough 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 and/or Borough of Newtown Policies. The Town of Newtown and/or Borough 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 and/or Borough 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 and/or Borough of Newtown officer to violate the Town of Newtown and/or Borough 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 and/or Borough 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 and/or Borough of Newtown.

The undersigned further understands that the above declarations are material representations to the Town of Newtown and/or Borough of Newtown made as a condition to the acceptance of the bid proposal. If found to be false, Town of Newtown and/or Borough 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 and/or Borough 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 and/or Borough of Newtown may terminate the contract during its term on sixty (60) days advance written notice with no penalty.

Respectfully submitted by bidder: \_\_\_\_\_

Business Name of Bidder \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email \_\_\_\_\_

Business Phone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

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

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

Complete sets of Bid Documents shall be used in preparing Bids; Town of Newtown and/or Borough of Newtown nor do its representatives either assumes 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 and/or Borough 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 and/or Borough of Newtown reserves the right to reject the Bid of any Bidder that Town of Newtown and/or Borough of Newtown 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 and/or Borough 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/or Borough of Newtown and any other state or federal agency whose approval may be necessary.

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

## **THE CONTRACTOR**

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

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

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

## **ASSIGNMENT OF CONTRACT**

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

## **AWARD OF BIDS**

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, Town of Newtown and/or Borough 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 and/or Borough of Newtown. In evaluating Bids, Town of Newtown and/or Borough 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 and/or Borough of Newtown.

After review of these and other factors, including without limitation, responsiveness, qualifications and price, Town of Newtown and/or Borough 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 and/or Borough of Newtown's best interest to do so. The Town and/or Borough reserve 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 and/or Borough 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 and/or Borough of Newtown. Thereafter, upon all required reviews, approvals and the Town of Newtown and/or Borough of Newtown signature, the Town of Newtown and/or Borough of Newtown will deliver one fully signed copy of the contract to the Contractor. The Town of Newtown and/or Borough of Newtown shall incur no obligations, contractual or otherwise, unless and until the Town of Newtown and/or Borough 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 and/or Borough 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 and/or Borough of Newtown are 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 and/or Borough 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 and/or Borough of Newtown; or if a Bid Bond was furnished, the Bid Bond shall be payable to the Town of Newtown and/or Borough of Newtown. Any Bid received after the time and date specified as the time for the Town of Newtown and/or Borough of Newtown opening of Bids shall not be considered. After the deadline, the submitted bids become the property of the Town and/or Borough and are valid proposals to be honored ninety (90) days, as specified in the RFP.

Once bids are opened by the Town of Newtown and/or Borough 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 and/or Borough 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 AND/OR BOROUGH 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 AND/OR BOROUGH 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 AND/OR BOROUGH.**

#### **QUESTIONS**

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

**Kerri Mubarek: [kerri.mubarek@newtown-ct.gov](mailto:kerri.mubarek@newtown-ct.gov)**

Inquiries must reference date of bid opening, requisition or contract number, 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.

#### **PRICES**

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

## **PAYMENT PROCEDURES**

No voucher, claim or charge against the Town and/or Borough shall be paid without the approval of the Finance Director for correctness and legality. Appropriate checks shall be drawn by the Finance Director for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

## **PAYMENT PERIOD**

The Town of Newtown and/or Borough of Newtown shall put forth 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 and/or Borough 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.

## **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 and/or Borough 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 and/or Borough 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 and Borough 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 and/or Borough 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 and/or Borough of Newtown from claims which may arise out of or result from the Contractor's obligation under the Town of Newtown and/or Borough 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

PEDESTRIAN IMPROVEMENTS- SUGAR STREET 2024-14

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 coverage's 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 Borough 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 Borough 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 Borough 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 Borough 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 Borough 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 organization

- 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 (Town of Newtown and Borough 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 Borough 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 Borough 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, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor 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 coverage's 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 days prior written notice has been given to the Town and/or Borough.

### **INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town, and all of its 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 project.

The Contractor's obligation to hold harmless, defend and indemnify the Town, 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, invitee, contractor or subcontractor 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 will apply the most current wage decision applicable at the time of contract award.)

### **CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission or committee of the Town, 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.

#### SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

#### EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the included specifications unless exceptions are noted on a separate page dated and signed by the bidder.

#### 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

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

CT State- 0459289-000

Federal – 06-6002048

#### 10. PROPRIETARY INFORMATION

This RFP 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.



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