

CITY OF DANBURY
PURCHASING DEPT.
155 DEER HILL AVE.
DANBURY, CT 06810

Board of Awards – Hybrid Meeting

Date: March 28, 2023

To: D. Garrick, R. Edwards, T. Nolan, T. Janesky, D. Natale

From: C.J. Volpe, Jr., Purchasing Agent

A Board of Awards has been scheduled as follows for the item(s) listed below:

Place: Purchasing Dept. (In-Person/Video/Telephone Conference)

Date: Wednesday, March 29, 2023

Time: 10:00 A.M.

If you are unable to attend, please contact the Purchasing Department as soon as possible.

Item

- 1 Bid #03-22-23-01 "Furnish & Install Dump Body with Plow & Combination Spreader"
- 2 Bid #02-22-23-04 "Road Maintenance/Surfacing"
- 3 "Renewal of West Law Subscription – Corporation Counsel"

PLEASE NOTE THAT PURSUANT TO CITY ORDINANCE, ATTENDANCE BY THE DEPARTMENT HEAD OR IMMEDIATE ASSISTANT IS REQUIRED

Back-up information for each item attached

Public may view or listen to this meeting – details on the following page

Join Zoom Meeting

<https://us02web.zoom.us/j/84933513460?pwd=RmVtQVBEUGhOSmhJY1pWN21hNlg3QT09>

Meeting ID: 849 3351 3460

Passcode: 066045

One tap mobile

+13092053325,,84933513460#,,,,*066045# US

+13126266799,,84933513460#,,,,*066045# US (Chicago)

Dial by your location

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

Meeting ID: 849 3351 3460

Passcode: 066045

Find your local number: <https://us02web.zoom.us/j/kcNeelifvH>

BID RESULT FORM

Bid #03-22-23-01 "Furnish & Install Dump Body w/Plow & Combination Spreader"

Bid Date: Thursday, March 23, 2023 10:00 A.M.

Bidder	Bigson II LLC dba Equipment Specialist	Viking Cives	Truck Builders
Item 1. Dump Body w/Plow Combination Spreader w/ground speed controls	\$101,670.00	\$97,686.00	\$105,790.00
Plow make / Body make / Ground Speed Control make	Everest / Everest / Force America	Viking / Viking / Rexroth	Noreaster ARM / Noreaster Fabrications / Rexroth
Item 2. Optional Stainless Steel Comb. Spreader/dump body Add SDS Spreader Body, 304SS, 10-12'	\$4,815.00	\$7,649.00	\$107,970.00
Make / Model	Everest / SDS 10 SS 3039H-1	Viking / PL1011 SD-SS	Noreaster Fabrications / Blizzard SSHD
Item 3. Optional supply electric operator Load Cover	\$2,479.00	\$2,500.00	\$2,765.00
Make / Model	AERO / 550	Roll Rite / Electric w/Asphalt Tarp	King of Covers / DB18M
Item 4. Optional supply manual operator Load Cover	\$1,635.00	\$2,400.00	\$3,145.00
Make / Model	AERO / 400	AERO / 400 Steel / Asphalt Tarp	King of Covers / DBYOE
Item 5. Optional supply pneumatic operator Load Cover	\$4,041.00	\$5,600.00	\$4,370.00
Make / Model	Roll Rite / DB 11	ALC Air Over Hydraulic DB11 CH	King of Covers / DB10H
Item 6. Optional 1 rear view and 1 body view (2 total) Cameras with cab mounted display & A/B switch	\$ 1,250.00	\$1,500.00	\$874.00

TOTAL: \$110,214 - \$109,335 - \$111,609 -





Chick Volpe <c.volpe@danbury-ct.gov>

F & I Dump Body w/Plow & Combination Spreader

1 message

Timothy Nolan <t.nolan@danbury-ct.gov>

To: Chick Volpe <c.volpe@danbury-ct.gov>

Cc: Deborah Natale <d.natale@danbury-ct.gov>

Tue, Mar 28, 2023 at 8:37 AM

Chick:

I have reviewed the above listed bid proposal and found Viking Cives the low bidder.

I recommend awarding this bid to Viking Cives.

Timothy P. Nolan
Superintendent of Public Services
City of Danbury
Office 203 797-4607
Cell 203 948 3709

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247K

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**BID RESULT FORM
CITY OF DANBURY**

Bid #02-22-23-04 "Road Maintenance / Surfacing"

Bid Date: Tuesday, March 14, 2023 10:00 A.M.

Bidder→	Dotch King Company, Inc.	Sealcoating Inc., dba Indus	The Gorman Group, LLC
Section 1 – Chip Seal (fiber reinforced)			
10,000 – 25, 000 SY per Project	\$ 2.83	\$5.07	\$4.15
25,001- 40,000 SY per Project	\$2.43	\$4.35	\$3.80
40,000 + SY per Project	\$2.28	\$3.62	\$3.45
Section 2 – Micro Surfacing (Fiber Reinforced)			
10,000 – 25, 000 SY per Project	\$5.37	\$5.06	\$4.85
25,001- 40,000 SY per Project	\$4.63	\$4.89	\$4.45
40,000 + SY per Project	\$4.29	\$4.83	\$4.25
Pressurized Applied Tack Coat - Gallon	\$4.53	\$6.19	\$5.50

Attending: B. Schlemmer, D. Natale

Awards Committee Initial

**Finance Director
Corporation Counsel
Department Head
why it is not acceptable.**

Comments: Awards Committee

If low bid is not bid of award, please specify reasons

AWARDED TO:

**Tax Office _____
DATE**

**Purchasing Agent _____
DATE**



Road Maintenance / Surfacing

1 message

Timothy Nolan <t.nolan@danbury-ct.gov>

To: Chick Volpe <c.volpe@danbury-ct.gov>

Cc: Deborah Natale <d.natale@danbury-ct.gov>

Tue, Mar 28, 2023 at 8:48 AM

Chick;

I have reviewed the 2023 Road Maintenance / Surfacing bid and find that the apparent low bidder, Dotch King has dropped out of the bid process. Dotch King's Vice President, Peter King indicates that they will not meet the insurance requirements set forth in the bid documents.

I recommend awarding the 2023 Road Maintenance / Surfacing contract to The Gorman Group.

Timothy P. Nolan
Superintendent of Public Services
City of Danbury
Office 203 797-4607
Cell 203 948 3709

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Ship To

CORPORATION COUNSEL
CITY OF DANBURY
155 DEER HILL AVE
DANBURY, CT 06810

Bill To

FINANCE
CITY OF DANBURY
155 DEER HILL AVE
DANBURY, CT 06810

Purchase Order
No. 2023-00003223
DATE 03/24/2023

3

VENDOR NO.101517

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Vendor THOMSON REUTERS-WEST PAYMENT CENTER
PO BOX 6292
CAROL STREAM, IL 60197-6292

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Chick Volpe
PHONE: 203-797-4571

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Sum	WEST PROFLEX LEGAL SUBSCRIPTION RENEWAL * COST @ \$1,987.20/MONTH * PERIOD: 4/23 - 6/23 * MONTHS 3 OF 36-MONTH TERM COVERED UNDER THIS PO * PER ATTACHED ORDER ID #Q-06031678 * ENC: ORDER 002.1150-5300.2085 - Purch Svcs Subscriptions/Memberships 5,961.60	5,961.6000	\$5,961.60
			TOTAL DUE	\$5,961.60

Purchasing Agent

Special Instructions

Transportation charges to be prepaid

Tax Exempt per Connecticut State Statutes 12-412 (1)

This order subject to terms and conditions set forth on the reverse side of this form.

Terms 45 days

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 THOMSON REUTERS	Order Form	Order ID: Q-06031678
Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.		

Sold To Account Address Account #: 1000739443 DANBURY CITY CORP COUNSEL CITY HALL 155 DEER HILL AVE DANBURY CT 06810-7726 US "Customer"	Shipping Address Account #: 1000739443 DANBURY CITY CORP COUNSEL CITY HALL 155 DEER HILL AVE DANBURY CT 06810-7726 US	Billing Address Account #: 1000739443 DANBURY CITY CORP COUNSEL CITY HALL 155 DEER HILL AVE DANBURY, CT 06810-7726 US
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This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,987.20	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$1,728.04	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

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Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-06031678

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 5/14/2023.



THOMSON REUTERS

Attachment

Order ID: Q-06031678

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Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000739443

Order Confirmation Contact (#28)
Contact Name: Pinter, Laszlo L
Email: l.pinter@danbury-ct.gov

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

eBilling Contact
Contact Name Laszlo L Pinter
Email l.pinter@danbury-ct.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000739443	DANBURY CITY CORP COUNSEL	155 DEER HILL AVE DANBURY CT 06810-7726 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
4	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
4	Attorneys	41933492	Practical Law Premier, Enterprise access, Government
4	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
4	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
4	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Laszlo L	Pinter	l.pinter@danbury-ct.gov	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
41933493	Practical Law Premier, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
42076680	Gvt - National Primary Core
42077754	Westlaw All Analytical, Enterprise access, Government
41974283	Gvt Drafting Assistant For Government (Westlaw PRO™)

Charges During Minimum Term										
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$1,987.20	3.00	\$2046.82	3.00	\$2108.22	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

CITY OF DANBURY, CT
SOLE SOURCE JUSTIFICATION

(Requester please complete Section A and B)

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SECTION A - SOLE SOURCE PURCHASE:

Complete if sole source purchase is \$1,000 or over, and competition is not available. Sole Source approvals are valid for the fiscal year during which they are approved

Requisition # (if applicable): Amount: \$23,846.00 Date: 3/27/23
per year

Supplies/Services Required (be specific): Renewal of Annual West Law Subscription

Proposed Vendor: Thomson Reuters

Requested by: L. Pinter Dept: Corp. Counsel Ext: x7213

Check One: The requested supply/service is a sole source procurement due to:

- X **AVAILABILITY/ONE OF A KIND –**
No competitive product exists or is available from another vendor.
- COMPATIBILITY –**
Must match existing piece or brand of equipment and is available from only one vendor.
- REPLACEMENT/MAINTENANCE –**
Repair or maintenance for specific brand of existing equipment and is available from only original equipment manufacturer or designated service dealer.
- X **OTHER -** Provide below full explanations, details, complete descriptions, and relevant reasons to support the sole source justification:

Copyrighted material - Thomson Reuters is the publisher.

SECTION B - DEPARTMENT HEAD CERTIFICATION: By submitting this request, I certify that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal interests relative to this request.



(Name and Signature of Dept. Head)

3/27/23

(Date)

SECTION C - TO BE COMPLETED BY PURCHASING AGENT:

Based on the information provided in Section A and attached supporting documents,

I concur / do not concur (see below) with purchase to be a Sole Source.

Do not concur for the following reason(s):

3/27/23

(Name and Signature of Purchasing Agent or Other)

(Date)