

TOWN OF EAST HAVEN

BID SPECIFICATIONS

Snow Plowing

Winter 2016-2017

BID # 16-09

PREPARED BY THE

OFFICE OF THE TOWN ENGINEER



461 NORTH HIGH STREET EAST

HAVEN, CONNECTICUT

October 2016

TOWN OF EAST HAVEN, CONNECTICUT

NOTICE TO BIDDERS

BID # -

Snow Plowing

Winter 2016-2017

461 NORTH HIGH STREET - EAST HAVEN, CONNECTICUT

SEALED BIDS may be submitted to the Office of the Director of Finance, at the East Haven Town Hall, lower level, **250 Main Street, East Haven, Connecticut 06512**, until **10:00 AM local time**, on Monday November 14, 2016, at which time they will be publicly opened and read aloud.

BIDS **MUST** be submitted on Forms and in the manner specified. Specifications and forms on which Bid **MUST** be submitted may be obtained at the Office of the Finance Director, Town Hall Lower Level, 250 Main Street, East Haven, CT 06512 on Tuesday November 1st, 2016. All inquiries concerning Technical Specifications for this Bid should be directed to **Kevin White, P.E., Town Engineer at (203) 468-3250**. Insurance or other requirements for this Bid should be directed to **Mr. Paul S. Rizza, Director of Finance at (203) 468-3210**. One original and two copies of the bid, along with the Bid Bond in the amount of \$100.00 and references are to be submitted.

The Director of Finance reserves the right to reject any and all **BIDS** or to waive Defects in same if it be deemed in the best interest of the Town of East Haven to do so.

It is the sole responsibility of the Bidder to assure the Bid is received by the proper authority prior to the Bid Opening time. Bids received after this time will be considered informal and will be rejected. No Bidder may withdraw their proposal within sixty days (60) of the date of the Bid Opening.

Minority and Female owned concerns are invited to participate and will be afforded full opportunity to submit Bids and are encouraged to do so.

The Town of East Haven is an Affirmative Action Equal Opportunity Employer.

Paul S. Rizza
Director of Finance

INSTRUCTIONS TO BIDDERS

Sealed Bids will be received at the Office of the Director of Finance, 250 Main Street until the time and date specified In the Notice to Bidders. Bids received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted Bid received later than the time & date set for the Bid opening will not be considered. Bid proposals must remain in effect for a minimum of 60 days unless otherwise noted elsewhere in the Bid specifications. One original and two copies of the bid and supporting documentation are to be submitted at along with the bid.

BID DOCUMENTS: are available by contacting the Finance Department at 203-468-3210.

BID BONDS: If applicable, shall be In the amount of \$100.00 made out in favor of the Town of East Haven and Issued by a Surety company acceptable to the Town of East Haven, and must accompany each Bid. A Certified check, Cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the Bid Bond. Bids submitted without Certified Check or Bid Bond will not be accepted, The Town of East Haven will not be held liable for the accrual of interest on any check held by the Town in conjunction with this Bid. All checks or Bid Bonds will be refunded to the unsuccessful Bidders after award of the Bid. The deposit check or Bid Bond of the successful Bidder will be held in escrow until such time as the Town determines that the Bidder has or will meet their obligations as stated by the Bid. If the Bidder fails or refuses within a reasonable time after due notice that the Contract has been awarded to execute the same, the Bid Bond shall be retained by the Town as liquidated damages.

REPLIES: whether Bid or no Bid, must have the Bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the BID number and date/time of opening on the envelope will have no recourse against the Town of East Haven or its employees. Such Bidders run the risk of the Bid being opened prior to the scheduled Bid Opening time. Once opened such Bids are public record. Any alleged oral agreement made by a Bidder or Contractors with any agent or employee of the Town of East Haven will be disregarded.

QUESTIONS: Request for Interpretation of any portion of the Bid *may* be made by telephone to the Town Engineer at 203-468-3250. All replies will be given verbally and a copy of any such Inquiry and advice (If deemed vital to the Bid by the Town Engineer) will be made available to each prospective Bidder In the form of an addendum.

NON-COLLUSION STATEMENTS: In order for Bids to be considered, a non-collusive statement must be submitted with the Bid. A sample non-collusive Bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS PROPOSALS: All Bids/proposals shall be submitted in the form and manner as indicated by the Bid documents and Bid forms. Any proposal which is not submitted in the form and manner Indicated by the Bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which have not been previously approved by **written addendum** from the Town Engineer, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution or proposal forms may be declared "non-responsive" and recommended for rejection. The Town of East Haven shall not be responsible for any errors or omissions by the Offeror.

TAXES: Omit all State and Federal taxes from the Bid. The Town of East Haven is exempt from the payment of taxes Imposed by Federal government and/or the State of Connecticut.

LEGALITY: All Bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractors will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the Town Engineer in a manner that is in the best Interest of, and best advantage to the Town of East Haven, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language wording is determined at any time, Including after award, by the Town Engineer to be "not applicable at all" to this Contract, then the term, condition, and or language wording may be disregarded, even though an addendum is not issued. However, if the Town Engineer determines that the term, condition, and/or language wording "is applicable in part", then the term, condition, and/or language wording will apply to the degree applicable, even though an addendum is not issued.

RESPONSIBILITY: The Contractors shall save the Town of East Haven, its agents or employees, harmless *from* liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the Contract of which the Contractors is not the patentee, assignee or licensee. The successful Bidder agrees to indemnify and hold harmless the Town of East Haven, its agents and employees from any and all liability arising out of the successful Bidders' operations, functions and/or supplied items.

The successful Bidder, vendor, and/or Contractors must protect all property of the Town of East Haven (i.e. all floors, furniture, roads, grass, land, etc.) from Injury or other damage. Any damage so caused must be repaired by Contractors/vendor at his/her own expense. At the completion of work, the vendor and/or Contractors must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or Its agents, Successful Bidder will furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other Contractors.

DEFAULT: It shall be understood that Bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed In this document or subsequent purchase orders and/or Contract. Bidders providing a service and/or construction will be considered to be In default if/when they have failed to meet the completion date set forth in this document or Its subsequent Contract and/or purchase orders and/or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive,

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are Intended to be descriptive only and not restrictive (unless so noted). The intention is to indicate to Bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective Bidder to Inform the Town of East Haven of any discrepancy that is found (i.e. number listed does not fit Item description). Bids received on other makes or models with reference to other catalogs will be considered. The Bidder is to clearly state in his/her Bid exactly what he/she Intends to furnish and to furnish with his/her Bid a cut or illustration or other descriptive mailer that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a Bid is offered on an item other than the trade standard used in the specification the item should be identified on

the Bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. Determination of equivalence shall be at the discretion of the Town Engineer, whose decision will be final and without appeal. It is understood that any substitute and/or alternate that might be offered are guaranteed by the Bidder to be of equal or better quality than is referenced in the Bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the Items received are in fact the items offered in the Bid. When received, should items/materials prove to be different from what was Bid in any way, the Bidder agrees to the return of the items and agrees to supply correct Items (per Bid specifications) at the Bidders expense. In the event this return action is required, It Is understood the Bidder may be subject to removal from the Town's approved Bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close-outs or distressed Items are not acceptable and shipments of substitutions, defective *or* shop-worn equipment will be returned for a full refund at the vendor's expense.

QUALITY: The Town of East Haven reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision by the Town Engineer is final and not subject to further recourse by the Bidder.

AWARD: It is the Intent to award this Bid to several/multiple Bidders, if necessary.

In determining the lowest responsible Bidder(s), the Town reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the Bidder, sufficiency of the financial resources of the Bidder as relates to the offerings as well as the ability of the Bidder to provide future maintenance and service required.

Depending on the storm size and/or duration, the number of trucks necessary to keep Town roads open may vary.

Documents previously submitted to the Town of East Haven will not be considered as satisfying submission requirements for this Bid.

Each storm throughout the winter season will require multiple/changing conditions. The Town, at its sole discretion, shall call Individual Contractors, beginning with the lowest hourly rate, to fill plow routes as necessary. If the lowest bidder is not available, the second lowest bidder/hourly rate will be called, until all plow routes are filled. This sequence will continue down the list as necessary throughout the winter.

OPTION TO RENEW: This Contract may be extended for three (3) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the Contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current Contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause this Contract to expire on the original or mutually agreed upon date. The total period of this Contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of four (4) years.

INSURANCE:

Certificate of Insurance: All Insurers must have an AM Best rating of A-VII or better and admitted to do business in the State of Connecticut. All Insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the Town, its subsidiaries, employees, volunteers, directors and officers. Proof of proper Insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the Town or East Haven Director of Finance within 10 days after the award or the Bid. The Certificate of Insurance must name the Town of East Haven, 250 Main Street, East Haven, CT 06810, its subsidiaries, employees, volunteers, directors & officers as the additional insured and filed with the Town Engineer prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Town Engineer 30 days prior to the expiration of the required coverage.

Workman's Compensation Insurance: The Contractors shall take out and maintain during the life of the Contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or Subcontractors is engaged in hazardous work under the Contract at the site of the work is not protected under the Workman's Compensation statute, the Contractors shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractors shall take out and maintain for the life of the Contract, adequate public liability Insurance insuring against liability to persons not employed by him in an amount of no less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractors shall take out and maintain for the life of the Contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the Town of East Haven as relates 10 the Contract.

Additional Security: The Town of East Haven reserves the right to require successful Bidders to enter into and such security arrangements as are deemed necessary to protect the Town of East Haven, its property and goods.

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session, which will emphasize hazard awareness and assessment and the safe use of such machinery/equipment

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the Town of East Haven, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tag out: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this Bid will be supplied and/or Installed equipped with 10c:kouVtag out devices as prescribed by OSHA.

SUBCONTRACTORS: The successful Bidder shall not employ any Sub-Contractors to fulfill any of the duties herein specified without express, prior written approve of the Town of East Haven or its designated agent.

EEO: The Successful Bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the Town of East Haven. In connection with the execution of this Bid, subsequent purchase orders and/or Contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any Contract entered into by the Town and the successful Bidder shall provide that the Town may terminate the Contract upon thirty (30) days' notice to the Bidder.

The Town of East Haven reserves the right to award the Contract to the lowest responsible Bidder, or reject any or all Bids, or any portion thereof, to waive technicalities, and to award the Bid and for Contracts to one or more Bidders submitting essentially identical proposals and, that in the Town's Judgment, will best serve the Public Interest.

The terms and conditions of these "Instructions to Bidders" are made a part of this Bid.

SAMPLE FORM

Bid # _____
Non- Collusion Affidavit _____

STATE OF _____ COUNTY OF _____

I, _____ being first duly sworn, deposes and says that:

1. I am _____ of _____, the Bidder that has submitted the attached Bid for _____.
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and Is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or Indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work tor which the attached Bid has been submitted nor has It In any manner, directly or Indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of East Haven or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties In Interest, Including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this ___ day of _____, 20__ .

My commission expires _____

SAMPLE RELEASE OF SURETY FORM

Bid # _____

Town _____
Architect _____
Contractors _____
Surety _____
Other _____

PROJECT/BID NUMBER: _____

TO; Town of East Haven
Attn: Director of Finance
250 Main Street
East Haven, CT 06512

CONTRACTORS: _____

In accordance with the provisions of the Contract between the Town of East Haven and the Contractors as indicated above, the (insert name & address of Surety co.) _____, SURETY COMPANY

Bond of (Insert name & address of Contractors)

CONTRACTOR, hereby approves of the final payment to the Contractors, and agrees that final payment to the Contractors shall not relieve the surety Company of any of its obligations to the Town of East Haven as set forth in the Surety Company's Bond.

Subscribed and sworn to before this
_____ day of _____, 20_____

Notary Public

My commission expires

Surety Company

Authorized Representative's Signature

Title

Address

Telephone # _____ Fax # _____

e-mail address

Bidder Information

Bid # 16-09 Snow Plowing

Date _____

Company Name _____

Company Address _____

Company Phone Number _____

Company Cell Number _____

Fax Number _____

Email: _____

Company Contact Signature _____

Printed _____

Total Base Bid - #16-09 Town of East Haven Snow Plowing

Submitted to the Town of East Haven for snow plowing services in accordance with the Town's bid specifications.

Item 7

_____ Trucks (listed below) w/Plow & Operator

_____ Trucks (listed below) w/Plow, Operator and Sander

\$ _____ per truck/hour (\$ _____) per truck/hr.
(Write amount in words) (Write numerical amount)

Item 7A

_____ Trucks (listed below) w/Plow & Operator

_____ Trucks (listed below) w/Plow, Operator and Sander

\$ _____ per truck/hour (\$ _____) per truck/hr.
(Write amount in words) (Write numerical amount)

The hourly rate includes the cost of the operator and truck: including fuel (under normal conditions – see "Special Conditions" item #3) and other requirements of the bid specifications.

Truck Make and Model	Year	Sander? (Y/N)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Exceptions: _____

The undersigned authorized representative hereby submits the above bid to the Town of East Haven.

Name of Contractor Entity: _____

By: _____

Print Name and Title: _____

Duly Authorized.