Bid # 23-12 Snow Plowing for the Town of East Haven
Winter 2022-2023

SEALED BIDS may be submitted to the Purchasing Department at the East Haven Town Hall, 250 Main Street, East Haven, Connecticut 06512, Attention of Dawn Cummings, Purchasing Agent until 10:30 A.M., on Friday, December 16, 2022 at which time they will be opened.

Bids must be submitted on Forms and in the manner specified. Specifications and forms on which Bids must be submitted may be obtained at the Purchasing Department, Town Hall on Tuesday, December 6, 2022. Questions for this Bid should be directed to Charlie Coyle, Director of Public Service (203) 415-7793. One original and two copies of the bid, 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.

Minority and female-owned companies 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.

Bids must be submitted on Forms and in the manner specified. Specifications and forms on which Bids must be submitted may be obtained at the Purchasing Department, Town Hall on Friday, November 18, 2022. Questions for this Bid should be directed to Charlie Coyle, Director of Public Service (203) 415-7793. One original and two copies of the bid, 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.

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

Jim Keeley
Director of Finance
Bid Document: are available by contacting the Purchasing Department at 203-468-3274.

REPLIES: whether Bid or no Bid, must have the Bid number clearly identified on the outside of the envelope. Bidders not marking the envelope 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 Contractor with any agent or employee of the Town of East Haven will be disregarded.

FREIGHT: Prices quoted shall be net delivery F.O.B. East Haven, CT. All Bid prices must include prepaid delivery, assembly, and/or Installation (ready for operation and/or use) of all equipment and/or materials to the individual location(s) as designated by the Town Engineer. All Bid prices are to be submitted on the sheets provided for this Bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for Interpretation of any portion of the Bid may be made by telephone to the Town at 203-468-3250. All replies will be given verbally and a copy of any such Inquiry and advice 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 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.

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.

TOWNSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications videotapes or other documents or maps prepared by a Contractor pursuant to any agreement arising from this Bid shall become the property of the Town of East Haven upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All Bid offers for commodities, work, materials, or equipment here under shall comply in even 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, 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, 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 one 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 ensure 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.

**QUANTITY:** The quantities and/or materials listed in the specifications/Bid sheets may be increased or decreased by the Town of East Haven or its designated representative based on actual need at the time the purchase orders are placed.

**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 is final and not subject to further recourse by the Bidder.

**SAMPLES:** forwarded by the Bidder will be returned to the Bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the Town of East Haven or its representative. Samples not returned to the Bidder will be disposed of at the discretion of the Town of East Haven or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the Bidder within 60 days of the Bid opening date, The Town of East Haven or its designated agent will dispose of items not picked up within 60 days.

**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 payments, 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 present 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 two (2) 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 two (2) 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 06510, 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 to 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.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate Is applicable to the Bid, the successful Bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

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 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 Lockout Tag devices as prescribed by OSHA.

Toxic Substance Control Act (PL94.46970): Seller warrants that each and every chemical substance consulting or contained in the products sold or otherwise transferred to the Town of East Haven under this Bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant 10 Act PL94-469 and are otherwise in compliance with said Act.
**Hazardous Materials:** Any materials required by this Bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder will further comply with any special requirements and any policies and procedures of the Town of East Haven relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to the seller in writing.

**Material Safety Data Sheets:** Shall be provided by the Seller upon delivery to the Town of East Haven of any goods hauling constituents listed in the following references OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen-List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard, published as 29 CFR 1910, 1200, as the same may be amended or supplemented from time to time.

**SUBCONTRACTORS:** The successful Bidder shall not employ any Sub-Contractors to fulfill any of the duties herein specified without express, prior written approval 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 # 23-12

Non-Collusive

STATE OF ____________________ COUNTY OF __________________________

I, ______________________-being first duly sworn, depose and say that:

1. I am ______________________ ______________________ 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 to 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 payment 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 _____________ 2022

My commission expires ____________________
1. Contractors shall provide trucks and operators for the entire winter season (Dec. 24, 2020 through April 30, 2021), as required during storms, and shall be assigned a definite route for plowing and sanding. This is a necessary Public Service; therefore, a penalty shall be assessed against any Contractor for delays in reporting, after the one (1) hour time, up to the maximum number of hours such service requires during any storm which the delay occurs. The penalty shall be $175.00 per truck per hour commencing two (2) hours after each truck was called, up to the maximum time the vehicle(s) would have been needed.

2. The vehicles of successful Bidders shall be inspected at and by the East Haven Public Service Dept. at 461 North High St., East Haven, CT., before any snow-plowing is done. Discrepancies shall be corrected before any plowing is authorized. Failure to correct discrepancies shall result in default on the part of the Contractor and cause for dismissal. The Town of East Haven shall have the right, but not the obligation, to select the next qualified bidder and assess the defaulting Contractor for any additional costs incurred.

3. Contractor shall pay for the repairs, fuel, insurance and taxes.

4. Contractors must assign same driver every time there called out, except in the event of illness. Contractor shall have relief drivers available in the event of prolonged storm events. Contractor shall provide the town the name of the primary in relief drivers in the Connecticut Driver's License Numbers (COL where applicable.)

5. All work performed by contractor shall be reviewed by East Haven Public Service authorized representative of the Town.

6. Proof shall be provided, that each driver is part of the DOT-approved drug and alcohol testing program. Failure to do so shall be grounds for not accepting any such driver and cancellation of the contract.

7. Truck shall have a metal body of contractor's, type, preferably single-axle; minimum, gross weight of 28,000 pounds; under frame hoist and mold board; II ft. preferred and minimum of 10 ft., complete with snow plow, optional bid: truck with sander installed. Contractor trucks must be equipped with auxiliary lights, chains, if needed, snow tires with excellent tread, adjustable plow lights, flashing light, and a cellular phone, fully charged and continuously activated. Such cell phone numbers will be made known to the East Haven Public Service Department "snow" dispatcher immediately upon reporting for work.

7A. As a second bid Item, the Town will accept bids for medium sized trucks. Truck shall have a metal body of contractor’s, type, preferably single-axle; minimum, gross weight of 19,000 pounds; under frame hoist and mold board; 9ft., complete with snow plow, optional bid: truck with sander installed. Contractor trucks must be equipped with auxiliary lights, chains, if needed, snow tires with excellent tread, adjustable plow lights, flashing light, and a cellular phone, fully charged and continuously activated. Such cell phone numbers will be made known to the East Haven Public Service Department "snow" dispatcher immediately upon reporting for work.

8. A minimum of four (4) hours' time shall be guaranteed for each truck operator called out and actually reporting.

9. Contractor shall keep their trucks in operable condition during the term of this contract to the response to request for service can be rapid. It is expected that the contractor shall be able to begin plowing within two (2) hours of receipt of request for services. Operable condition shall be that as approved. (see #2).

10. Anytime a vehicle is not operable after it starts work, the contractor shall not be compensated by the Town if the cause for the inoperability is breakdown of Contractor's equipment. Payment will not be made for timeout for meals or sleep.

11. The contractor's operator shall, for safety purposes, take a "meal break" approximately every six (6) hours of work and such break shall be scheduled by the Town's authorized representative.
12. Time to change the snowplow blades, shall be included in calculating the number of hours on the job.

13. Front springs of truck shall be sufficiently strong to carry the additional weight of hoist snowplow. Rear tires shall have clearance to allow installation of single or dual chains. Each contractor's truck shall be equipped with an airlift, hydraulic, for snowplow operations and adequate defrosting devices.

14. All vehicles proposed for use must be registered in the State of Connecticut.

15. Contractors and drivers shall at all times, observe and comply with all local, state and federal, (including OSHA) laws, ordinances and regulations when providing the services. Contractor shall indemnify and hold harmless the town, and all of its officers, agents and servants against any claim or liability arising from or based on violation of any such law, ordinance or regulation, whether by themselves or their employees.

16. It is understood by each successful bidder in the performance of its obligation to provide snowplowing services that he/she is acting as an independent contractor and not as an agent or employee of the town of East Haven. The bidder acknowledges it is an equal opportunity employer and will comply with all the laws and regulations relating to employment.

End of Bid Special Conditions
Total Base Bid- # 23-12 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)

Item 7 B

__________Pay Loader & Operator Per Hour

Minimum 1 ½ to 2 or 2 to 2 ½ Yards

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)

________________________________________

________________________________________

________________________________________

________________________________________

Exception: ________________________________________________________________

________________________________________________________________________

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.