

Request for Proposal For:

Snow Removal Services

Naugatuck Board of Education

9/17/2018

MANDATORY WALK-THROUGH: September 27, 2018 9:00 am
PROPOSAL SUBMITTAL: October 4, 2018 2:00 pm

Naugatuck Board of Education

Bid Form

“Snow Removal Services”

SEE ATTACHMENT B

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Snow Removal Services for Naugatuck School District

I. INTRODUCTION

The Facilities Department of the Naugatuck Board of Education is soliciting bids for "Snow Plowing and Removal" throughout the school district properties for a period of three (3) years commencing with the 2018/2019 school year. The scope of services required shall include a contractor available on a twenty-four (24) hour call for plowing. The vehicles shall be noted on the Bid Proposal along with plow equipment and sizes, sanding equipment, and other pertinent equipment available.

Bid Forms are available for pickup at the Board of Education, 497 Rubber Avenue, Naugatuck, CT. or on the district website at www.naugatuck.k12.ct.us.

There will be a mandatory walk through at Naugatuck High School, 543 Rubber Avenue, Naugatuck, CT on Thursday September 27, 2018 at 9:00 A.M. Bidders are encourage to review all 12 sites prior to bidding and the September 27, 2018 meeting. **LATE ARRIVALS (15 MINUTES OR MORE) WILL NOT BE GIVEN CREDIT FOR ATTENDANCE OR ALLOWED TO SIGN IN.** Only Contractors attending the mandatory walkthrough will be considered for the award.

The twelve (12) sites routinely maintained by outside contractor(s) include:

Andrew Avenue School	140 Andrew Avenue
Central Avenue School	28 Central Avenue
Cross Street Intermediate School	120 Cross Street
Hop Brook School	75 Crown Street
Maple Hill School	641 Maple Hill Road
Salem School	124 Meadow Street
Western School	108 Pine Street
Hillside Intermediate School	51 Hillside Avenue
City Hill Middle School	441 City Hill Street
Naugatuck High School	543 Rubber Avenue
Genesis Academy	600 Rubber Avenue
Board of Education	497 Rubber Avenue

Sealed bids shall be addressed to the Business Manager and received by Thursday, October 4, 2018 at 2:00 P.M. The successful bidder shall submit, prior to commencing work, a certificate of insurance to indemnify the Owner and also valid insurance of vehicles as required by the Commissioner of the Motor Vehicle Department.

The Board of Education reserves the rights to accept, reject or award the bid in a manner that in its opinion best serves the interest of the Naugatuck School Department.

Upon award, a meeting is to be held with the staff of each building to review facility plans and needs before any

snowfall.

A. INDEPENDENT CONTRACTOR

The Contractor agrees to perform the work described in the bid as an independent contractor and not as a subcontractor, designee, or employee of the Owner (Naugatuck Board of Education) or the Owner's designee.

B. ASSIGNMENT AND SUBCONTRACTING

The contract shall not be assigned or subcontracted by the Contractor without Owner's prior written consent, which may be withheld at Owner's sole discretion.

C. PROPRIETARY DATA AND INFORMATION

Upon Owner's request, Contractor will return to Owner or Owner's Designee all copies of information, design, drawings, specifications, and documents.

D. REVISIONS TO ORIGINAL CONTRACT

Owner or Owner's Designee shall have the right to make any changes in or delete services from the work described in the contract and may direct the Contractor to perform extra work and the Contractor shall implement such changes and perform such extra work. Should any such change increase, decrease or affect the amount or character of services required in the contract, the price shall be adjusted accordingly. The amount of increase or decrease, if any, in the price shall be determined by agreement between the Contractor and Owner.

E. ACCOUNTING AND AUDITING

Contractor shall maintain during the course of the work complete and accurate records of all Contractor's costs related to the Owner's account. Such records to be maintained and retained by Contractor shall, at a minimum, include but not be limited to:

1. Accounting records, including payroll records, accounting for total time distribution of Contractor's employees working full or part-time on the job (to permit tracing of payrolls and related tax returns and/or union payments, if any).
2. Cancelled payroll checks and/or signed receipts for payroll payments in cash.
3. Invoices for purchases for Contractor's stocks or capital items.
4. Paid invoices and cancelled checks for materials purchased or repaired.
5. Written policies and procedures.
6. Original estimates and estimating worksheets.
7. Correspondence.
8. Change order files (including documentation covering any negotiated settlement).

Such "records" shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner or Owner's designee to the extent necessary to adequately permit evaluation and

verification of any invoices, payments, or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's Designee or Owner shall have access to said records from the effective date of the contract for the duration of the work and until two years after the date of final payment by Owner to Contractor pursuant to the contract.

Owner's Designee or Owner shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with this section. Except under unusual circumstances, Owner's Designee or Owner shall give Contractor reasonable advance notice of intended audits.

F. CONTRACTOR QUALIFICATIONS

Contractor must be duly licensed in accordance with all Federal, State, and local laws governing the snow removal industry.

Contractor must show the ability to provide and maintain administrative, operational, and logistical support for the Owner.

It is imperative that the bidder has satisfactory experience with similar snow removal services for at least five (5) years. Proposals will be considered only from Contractors with sufficient experience and who, in the sole judgment of the Owner, are able to show evidence of their reliability, ability, experience, equipment, facilities, and persons directly employed or supervised by them to render prompt, satisfactory and professional service.

Contractor is required to complete and submit the Bidder's Statement of Qualifications (Attachment E) with their response.

II. SCOPE OF WORK AND GENERAL CONDITIONS

A. QUALITY

The Contractor will provide and perform all snow removal services in a professional and timely manner as further addressed in Section III - Snow Removal Specifications.

B. COVERAGE

The Contractor shall remove and keep clear of snow and ice at all parking areas, roadways, driveways, and entrances to the District Properties at all times. This scope of work does not include shoveling or snow blowing all sidewalks, steps, and Property door entrances. NOTE: Shoveling or snow blowing of sidewalks, steps, and Property entrances may be requested of the Contractor by the Facilities Director or Director's designee under emergency situations and should be priced separately.

C. GENERAL CONDITIONS

The Contractor will supply all labor, snowplows, front-end loaders, dump trucks, shovels, snow blowers, ice melt spreaders (hand and truck), and safety equipment. Sand or ice melt products will be provided by the Owner and Contractor equipment may be stored at a Property at a location determined by Owner or Owner's Designee.

Contractor shall hold and save harmless the Owner from all claims by tenants or others whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors, and including but not limited to the use of equipment or materials.

Contractor shall make reasonable and prompt restitution by cash, replacement, or repairs, subject to the approval of the Owner, for any damages for which the Contractor is liable of which the Owner shall be sole judge.

Contractor agrees to pay all wages, payroll taxes, or items that may be levied against payrolls by either City, State, or Federal agencies. Contractor shall make payments as required but not limited to union welfare plans, pension, and benefit plans, as prescribed by union contracts, where applicable.

Contractor shall supply a full time supervisor acceptable to Owner who will have the authority to immediately execute orders given by the Owner or Owner's Designee. Contractor's office management and job supervisors will be responsible for the quality of the work performed and must be available on a 24-hour basis. In addition, the Contractor will supply one account manager, who will be dedicated to this contract and account and will serve as the main contact person for the Owner or Owner's Designee.

Contractor shall ensure that its employees and designees conform to all Federal (OSHA), State and Municipal safety and health regulations and shall assume full responsibility for any violations and/or non-compliance with such regulations.

Contractor shall ensure that all of its employees and designees shall abide by all safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the Contractor's operations (including those applicable to the disadvantaged). The Contractor will also be responsible for conducting regularly scheduled safety meetings with all employees, as per any Federal, State, and/or local regulations.

Contractor shall comply, at all times with any and all local, State, or Federal rules, regulations and laws regarding anti-discrimination and equal opportunity in employment.

Contract will be required to provide a completed State of Connecticut Nondiscrimination Certification (Attachment E).

Contractor's employees shall be carefully interviewed, screened, reference-checked, and covered by bond, if necessary. They shall be neat and clean in appearance while on duty, and when reporting to or departing from the Property.

Contractor shall assign employees who are sufficiently fluent in English: (1) to comprehend the instructions from Owner's Designee and its staff; (2) to understand safety and operating instructions on any machinery used; (3) to understand instructions and warnings on any chemicals used; and (4) to communicate with Owner's Designee's personnel during emergencies.

Contractor shall at all times maintain good order among its employees and shall ensure compliance with District property rules and regulations (as such may be amended from time to time) as well as new programs that may be introduced. All employees of Contractor shall attend orientation and training programs. Attendance at all such programs shall be at the expense of Contractor.

Contractor shall comply, where applicable, with all union requirements and regulations.

Property inspections shall be made by the Contractor and reviewed with Owner or Owner's Designee after the each storm clean-up.

Contractor shall maintain a sufficient staff of thoroughly trained personnel ready to respond twenty-four (24) hours a day, seven (7) days a week, including all holidays.

Sufficient space at the Property shall be made available to the Contractor at a location approved by Owner or Owner's Designee; Owner and Owner's Designee reserves the right to direct Contractor to relocate from said designated space to alternate space. Such space or spaces shall be restricted to the following uses by the Contractor:

1. Storage of snow removal equipment and machinery to be used solely at the Property. All gasoline must be stored in approved containers and in compliance with all State and federal regulations.
2. Concrete safe ice melt and sanding supplies used solely at the Property.
3. Space for supervisory employees.

Contractor is to provide payroll back-up sheets in a form and content if requested by Owner's Designee.

III. SNOW REMOVAL SPECIFICATIONS

A. SCOPE

Contractor will remove and keep clear snow and ice from all driveway entrances, parking areas, roadways, driveways to the Property at all times. This scope of work may include, due to an emergency or exigent circumstance, shoveling or snow blowing all sidewalks, steps, and property entrances. Such requests for shoveling and/or snow blowing of walkways, sidewalks, and entrances will be at the sole direction of the Director of Facilities or Director's designee and will be agreed upon with the Contractor's assigned supervisor prior to the start of such work. Such work will be at an additional agreed upon hourly rate and will be a separate line item on the invoice. Using a truck-mounted plow blade to clear sidewalks is prohibited. At no time between 6am and 8pm should there be more than one (1) inch of snow on the driveway entrances, driveways, and roadways located on school property. Contractor is responsible for eliminating slippery conditions at all times, whether those conditions are the result of freezing rain, a dusting of snow, or melt and refreezing.

B. SERVICES

Contractor will provide the following services:

1. Snow removal and ice control on all driveways, roadways, and parking lots at school properties.
2. Sand and ice melt application on all driveways, roadways, and parking lots.
3. Snow hauling services.
4. Spring clean-up of all sites to include repair or replacement of items damages during the snow removal process. This shall include replacement of concrete, bituminous curbs, parking blocks, foliage, signage, ballast stone, fencing or any other object damaged or affected by the snow removal process.
5. Contractor will supply all labor, snowplows, front-end loaders, dump trucks, shovels, snow blowers, ice melt spreaders, and safety equipment. Sand or ice melt products and equipment may be stored at the High School property if needed.

C. EMPLOYEE STATE – JURISDICTION

All work performed by Contractor and Contractor's employees on the Property shall be subject to the jurisdiction of the Owner and/or Owner's Designee. The Contractor shall hire only employees with good character and technical knowledge of their duties to properly conduct such services.

The Contractor shall supply personnel trained in the performance of tasks required by this contract and familiarize all employees with the requirements unique to the Property. Contractor shall adhere to established security and/or Property entrance policies and procedures established by Owner. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter the Property.

The Contractor shall be responsible for the proper personal conduct of all its personnel while on the Property. Criminal background checks are not required for this contract; however, the Contractor shall remove any employee from the Property whose conduct Owner's Designee believes is detrimental to its best interest, the best interest of the general public, or the Property. Thefts, threats, violence or verifiable sexual harassment claims may be grounds for immediate expulsion.

D. TRANSPORTING EQUIPMENT

The cost of transporting equipment to and from the area in which it shall be used shall be the responsibility of the Contractor. No transportation charges, setup, or breakdown fees or charges shall be allowed.

E. SAFE EQUIPMENT AND PROCEDURES

Each and every employee of the Contractor that is involved in any work under this Contract shall wear fluorescent, State-approved safety vests (supplied by the Contractor) at all times. All equipment shall be in good working order and meet all current OSHA requirements. All vehicles shall have flashing yellow beacons.

The Contractor shall insure that all proper safety items shall be worn by its personnel while at the Property.

F. POST AWARD/ANNUAL MEETING

A post award/annual meeting will be scheduled with the Contractor to review contract requirements including qualifications, insurance compliance, invoice, billing and payment terms, etc. Such meetings shall be held at no additional cost to Owner.

G. EMERGENCY CONTACTS

The Contractor shall supply Owner's Designee with a twenty-four (24) hour telephone number for emergency calls. This shall be a direct line to a qualified individual, who is on call and able to respond immediately to emergency situations. A call back to Owner's Designee in response to a voicemail message shall be made within thirty (30) minutes or a set-off of fifty dollars (\$50.00) from monthly invoice shall be taken by Owner.

H. COMMUNICATIONS REQUIREMENT

Contractor shall be required to possess and use a cellular phone with camera, text messaging, and email capabilities for communicating with Owner's Designee when performing work under the Service Contract at the Property. Contractor's personnel are required to provide Owner's Designee with periodic updates as to the site conditions, including photographs of the roadways, sidewalks, and parking lots, at a duration not to exceed two hours during any snow or ice event. Photographs should be of sufficient quantity to provide a clear view of the conditions Property-wide. In the case of an overnight storm, Contractor must provide an email or text message update with photos of the sidewalks and parking lots to Owner's Designee no later than 5:00 am. Failure to follow the reporting requirements will result in a deduction of \$100 from the relevant monthly invoice by Owner.

I. REPORTING REQUIREMENT

A Sanding/Salting Record (Attachment J) must be submitted to Owner's Designee within 48 hours after the close of each and every snow or ice event.

J. CONTRACTOR'S SITE MANAGER

Contractor shall supply a Contract Manager acceptable to Owner's Designee who will have the authority to immediately execute orders given by the Owner's Designee. The Contract Manager shall be available at all times to oversee the complete snow and ice removal operation of the Property as well as the control and supervision of all personnel.

The Contract Manager's name shall be submitted at the start of the snow season and shall be the same individual for the entire snow season.

A back-up Contract Manager must be provided in the event that the primary Contract Manager is unavailable and notification that a back-up Contract Manager will be in use must be provided to the Owner's Designee prior to beginning any snow removal or de-icing work.

The Contract Manager will arrange to meet with the Owner's Designee prior to November 15 to review priority areas within the Property prior to the first snowfall.

The Contract Manager shall be responsible for all reporting in accordance with paragraphs H and I of this Section III, during snow events.

The Contract Manager shall respond automatically (without receiving a call from Owner's Designee) with the appropriate staff and equipment as outlined in this Section III whenever snow or icy conditions are anticipated to occur. The Contract Manager then shall notify Owner's Designee that Contractor is mobilizing.

K. SNOW REMOVAL PROCEDURE

Contractor shall commence service in accordance with, but not limited to, the following guidelines:

- 1. Snowfall** – The Contractor recognizes that the Property is a public school location. When a storm occurs, the Contractor will continually plow and clean all entrances, exits, driveways, parking areas, sidewalks, handicapped areas, and stairways throughout the storm. It is the Contractor's responsibility to return to the Property to keep the entrances, roadways, driveways, sidewalks, and stairways free from ice and snow as many times as necessary during a storm. At no time should there be more than one (1) inch of snow on the entrances, driveways, and roadways. Roadways and driveways shall be cleaned and treated with an application of sand and ice melt. Sidewalks and other concrete surfaces shall be cleaned and treated with concrete safe ice melt. All areas shall be cleaned and treated continually until the end of the event and as needed after the event in order to prevent slippery conditions and to assure maximum safety.

If requested and needed, sidewalk clearing of snow, snow blowers, shovels, powered brooms, bushes, or bobcats are required. **Using a truck mounted plow blade to clear sidewalks is unacceptable.**

An application of sand and ice melt to all roadways, parking areas, and driveways be required after plowing and clearing is completed.

2. **Snowfall in Excess of 5"** – When total snowfall is anticipated to be 5" or more in depth, Contractor will arrange for teams of dedicated snow removal personnel sufficient to keep roadways and driveways clear be stationed within the District. Dedicated personnel will remain at accessible locations for the duration of the storm to ensure adequate and timely snow removal.
3. **Freezing rain, sleet, or hail** – If freezing rain, sleet, or hail occurs, a continual scraping and application of sand/concrete safe ice melt mixture (for roadways, driveways, and Property entrances) and concrete safe ice melt (for sidewalks and other concrete surfaces) shall be required continually during the storm and a complete cleaning and scraping down to the bare cement surface shall be performed at the end of the precipitation. The Contractor shall maintain all areas continuously twenty-four (24) hours a day, seven (7) days a week, and clear the whole area during the overnight period. The Contractor shall provide spot material application consistent with what is normally applied of all property entrances, exits, driveways, roads, parking areas, for the next morning following the storm.
4. **Emergency Access Areas** – During persistent snowfall or periods of blowing snow, a center path must remain open through the emergency access areas. Owner's Designee will advise Contractor of the priority areas and emergency access areas prior to the first snowfall.
5. **Slippery Conditions Anytime** – When surfaces are slippery either due to a dusting of snow or light icing, and/or temperatures are at or below freezing, concrete safe ice melt must be spread on sidewalks and walkways and a sand/salt combination must be spread on parking areas and roadways. During the existence of chronic ice, Contractor shall maintain a sanding/ice melt program for each area of the Premises to assure maximum safety.
6. **Fire Hydrants and Sprinkler Valve Openings** – All fire hydrants and sprinkler valve openings shall be kept free and clear of ice and snow. No snow is to be piled against these areas.
7. **Charges for Services** – The Contractor will bill one all-inclusive price, as noted on the Bid Form (see Attachment B) to cover the cost of plowing, shoveling, and snowplowing during and after a snowstorm based on the contract payment schedule; there will be no additional charges for "during storm clean-up."
8. **Sand/Salt Application** – An application of sand/ ice melt mixture shall be performed continuously throughout a storm on driveways, and drive aisles and parking lots. At the end of the storm, a complete curb-to-curb cleaning and scraping shall be performed before the application of sand/salt to all areas. This may be necessary for a light snowfall.

9. **Snow Piling** – No piles of snow are allowed to block any roadway at any time. Contractor will pile snow in areas approved by Owner's Designee. Accumulation of snow piles over long periods of times must be avoided. Additional moving or removal of snow which will incur additional charges associated with Contractor's use of a pay loader, bobcat, and/or dump truck must first be approved by Owner's Designee in advance of such work.

The Contractor shall not leave any snow piles that block sight lines at stop signs, traffic signals, or exits that exceed 3' high at any time.

L. CONTRACTOR CALL IN

The Contractor may be called to the site by Owner's Designee if a minor storm or snow squall occurs that has the potential to create hazardous conditions. The Contractor shall respond within 1 hour with all equipment and personnel required.

M. STAKING

Contractor is responsible for staking, maintaining, and removing stakes for all landscape islands, fire hydrants and other areas that could be damaged by the Contractor to minimize the likelihood of damage and clearly identify those areas where access needs to be maintained. This work is to be completed by November 15.

All stakes and markers must be removed and any damage repaired by May 1.

N. DAMAGE

Contractor is responsible for damage to the Property (signs, railings, light poles, fences, trees, monitoring wells, concrete deck, curbing, parking blocks, plants, planters, and grass) resulting from Contractor's services. The Contractor is responsible for reporting all damage in writing within seventy-two (72) hours of each occurrence. Contractor will inspect the Property for pre-existing damage and submit a report detailing all pre-existing damage by November 15. Owner's Designee must accept this report in writing to Contractor.

Contractor is required to make arrangements satisfactory to Owner's Designee to repair damage to Property by May 1.

O. SPRING CLEAN-UP

All damage to curbs, parking blocks, light standards, light bollards, concrete work, fixtures, fences, signs and sign posts, parking lots, and plant material resulting from snow removal operations is the sole responsibility of the Contractor and shall be repaired or replaced in kind during the month of April at no cost to Owner's Designee.

Prior to April 30, the Contractor shall remove all sand, debris, litter, and other material that has been deposited on the property during the winter. All lawn areas, shrub beds, fence lines, and planting areas shall be raked and left clean. All such debris as stated above shall also be removed from non-contract areas if such material was deposited during snow operations.

P. SNOW HAULING SERVICES

The Contractor shall perform snow hauling if directed by Owner's Designee. Snow hauling shall be placed at a location(s) determined by Owner's Designee as may be made available by the State. An hourly rate shall be submitted for this work with no mobilization charges allowed, and job site time spent in this activity shall be charged at the hourly rate for hauling as proposed on Attachment B. The bulk of the hauling, if not all of it, shall be during minimum occupancy hours. Haul price is for furnishing of one (1) tri-axle dump truck or comparable sized, one (1) pay loader of at least 2.5 cubic yard capacity, and all labor, operations and supervision. The amount of equipment required shall be as requested by Owner's Designee in order to facilitate achieve expectations.

Q. SPECIAL REQUESTS

At no time will any employee or designee of the Contractor take direction or instruction from any tenant or Property occupant nor are any "special services" to be provided for any tenant or Property occupant.

IV. STANDARDS AND SPECIAL CONDITIONS

A. STANDARDS OF WORK - GENERAL

All services shall be performed with the highest standard and in accordance with all Federal, State, and local laws. The Contractor will be responsible for ensuring that its staff is familiar with and accomplishes the functions and tasks as outlined in Section III.

B. CONTRACTOR INFORMED AS TO CONDITIONS

It is agreed that the Contractor is familiar with all physical and other conditions existing at the Property and all other matters in connection with the work to be performed under this contract.

C. STORAGE AND SECURITY OF EQUIPMENT AND SUPPLIES

The Contractor shall have full responsibility for storing equipment and supplies used in connection with the Contract. Storage space will be provided by the Owner at the Property as available.

D. INSPECTION

Contractor hereby agrees to a thorough inspection by Owner's Designee of all work and equipment furnished under this contract.

E. HEALTH AND SAFETY

The Contractor shall observe all Federal, State, and local laws and regulations pertaining to health and safety. The Contractor shall take all precautions necessary and shall be responsible for the safety of all work to be performed by Contractor's employees. The Contractor shall not require any person employed in the performance of the Contractor to work in surroundings or under working conditions

which are unsanitary, hazardous, or dangerous to his health or safety as determined under safety and health standards promulgated by the U.S. Secretary of Labor.

The importance of safety of all workers shall be recognized and accident prevention shall be an integral part of the Contractor's operations. The Contractor shall conduct the work in a safe and practical manner, in conformance with the safety and health standards made applicable to the work by the Federal Occupational Safety and Health Act.

Contractor will be required to complete Certificate of Compliance with Connecticut General Statute 31-57b (Attachment).

F. MOTOR VEHICLES

Contractor is to be the owner of record of each motor vehicle used in the performance of the contract and each motor vehicle shall be registered with the Connecticut Department of Motor Vehicles ("CTDMV") in accordance with chapter 246 of the Connecticut General Statutes. Each registration shall be valid and shall not be expired, suspended or revoked by the CTDMV, for any reason or cause. If a vehicle is not registered with the CTDMV then it shall be registered with another state or commonwealth in accordance with such state's or commonwealth's applicable statutes.

Each motor vehicle shall be fully insured in accordance with Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in amounts required by the said sections or in such higher amounts as have been specified by the CTDMV as a condition for the award of the contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

Each Contractor Party who uses or operates a motor vehicle at any time in the performance of the contract shall have and maintain a motor vehicle operator's license or a commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by the CTDMV or such other jurisdiction for any reason or cause.

Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking the operation of motor vehicles of such type, class and weight, including but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Connecticut General Statutes 14-163c(a) and all applicable provisions of the Federal Motor Carrier Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

G. SUPPLIES

The Owner will furnish all sand, salt, and ice melt chemical materials needed to perform this Contract. The Contractor will load their trucks and apply materials as well as assist with maintaining the cleanliness and security of the storage area.

V. TRAINING

The Contractor will be solely responsible for ensuring that its employees are trained and competent in the performance of their duties as outlined in the Snow Removal Specifications.

VI. WAGE AND BILLING RATES (Refer to Attachment B)

Snow services will be priced on a per inch pricing schedule and shall include all labor, equipment and supplies needed to perform the contract and scope of work. Contractor is required to complete and submit the Bid Form (Attachment B).

The Contractor shall submit invoices according to the schedule provide on the Bid Form.

Payments for approved invoices shall be made by Owner within 30 days following the billing date of such invoice. Should Owner or Owner's Designee dispute any portion of the Contractor's invoice, Owner shall pay the undisputed portion of the invoice and advise the Contractor in writing of the disputed portion.

VII. EQUIPMENT

The Contractor shall provide all equipment necessary for the effective and efficient removal of snow and ice from the Property in accordance with the intent of the specifications. All snow removal equipment shall be state-of-the-art and consistent with good work practices. All equipment shall be kept in working order at all times.

Owner-furnished equipment, material, and supplies shall remain the property of the Owner and will not be used for any purpose other than in the performance of snow removal at the Property. When required, the Contractor shall maintain current records and provide an accounting of all equipment, material, and supplies furnished by Owner for use of the Contractor.

Any and all equipment and supplies furnished by the Contractor (other than equipment and supplies purchased by the Owner from the Contractor pursuant to a separate agreement) and placed at the Property shall remain the property of the Contractor and the Contractor shall at all times during and after the Term of the contract have the right to install, maintain, replace, and remove the equipment and supplies.

Contractor will provide an equipment list as required on the State of Connecticut Bidder's Statement of Qualifications (Attachment).

VIII. REFERENCES

Each Bidder shall provide at least three client references (with Attachment) whose facilities are comparable in size, profile, and services to the Property. The information that is to be included for each reference is: the property description and address, the Contractor's length of service at the location, and a contact name with job title and telephone number. Please include one former account together with contact name and telephone number.

IX. INSURANCE AND INDEMNITY

The Bidder shall purchase from and maintain, for the life of this contract and any supplements thereto, in a company or companies with an A.M. Best rating of A- (VII) or better the following insurance coverage.

A. Workers Compensation:

Provide Connecticut workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$500,000 each accident by bodily injury; \$500,000 each accident by disease and a policy limit of \$500,000 with a waiver of subrogation to recover from others endorsement.

B. Commercial General Liability Insurance:

Provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$1,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$1,000,000.

- The policy shall name the Borough of Naugatuck and Naugatuck Board of Education as an additional insured.
- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance, deductible or self-insured retention carried by the Borough of Naugatuck.
- Waiver of subrogation in favor of the Naugatuck Board of Education and Borough of Naugatuck.

C. Commercial Automobile Insurance:

Provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include \$1,000,000 of uninsured & underinsured motorists and \$1,000,000 of hired and non-owned automobile coverage.

D. Commercial Liability Umbrella:

Provide commercial liability umbrella that provides coverage above items (A), (B), (C) as noted above with minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Naugatuck Board of Education with currently executed certificates of insurance prior to execution of the contract describing the coverage and providing that the insurer shall give the Borough of Naugatuck written notice at least sixty (10) days in advance of any termination of coverage.

X. CONTRACT PROVISIONS

It is the intention of the Owner to execute a 3-year contract. Such contract shall be on the Designee's standard service contract form and contains a termination clause of 30 days prior written notice.

Owner may terminate Contractor with 48 hours notice if Contractor fails or refuses to perform services as described in the contract.

When awarded the contract, the standard service contract will be presented to Contractor for review, negotiation, and execution.

The desired contract commencement date is November 1, 2018.

XI. MINIMUM BID RESPONSE

By Wednesday October 3, 2018 at 2:00 P.M, the Contractor shall remit two (2) originals of its Bid Response to:

Board of Education

497 Rubber Avenue

Naugatuck, CT 06770

No fax copies will be accepted.

The Bid Response must include all Attachments along with the documents requested in Attachment A and in the Bid Package.

Attachment A

Instructions for Bidders

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR PROPOSAL.

All proposals shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the proposal to be considered irregular and shall be grounds for rejection of the proposal.

1. It shall be the bidder's responsibility to read this entire document as well as the specifications in their entirety, review all attachments, and comply with all requirements specified herein.
2. The bid form included as Attachment B shall be used and shall not be altered in any manner.
3. Each bidder shall provide *at least* three (3) client references as described in Section VIII of the proposal package.
4. The bidder must supply a written Equipment Plan which describes the following:
 - i. Anticipated equipment levels for a "typical" storm event. Examples of equipment to be contained in this plan would include the quantity of plow trucks, payloaders, snow-blowers, salt spreaders, etc.
 - ii. Identification of additional equipment that may be utilized in the performance of the work for extraordinary events such as blizzards, snow hauling, or freezing rain. Examples of equipment to be contained in this plan would include tri-axles, skid-steers, dump trucks, etc.
5. The bidder must supply a written Staffing Plan which provides the number of personnel that will be dedicated to the Property per event. This plan should include the number of operators, supervisors, shovelers, and overall number of employees that will be dedicated to the Property.
6. The bidder must supply a copy of their written Safety Program, in addition to a copy of the Contractor's current OSHA 300 log.
7. The bidder must supply proof of insurance coverage that meets the requirements as outlined in Section IX of the specification.
8. The bidder must submit the following documents as part of their proposal:
 - i. Bid Form (Attachment B)
 - ii. Bidder's Statement of Qualifications (Attachment D)
 - iii. Nondiscrimination Certification (Attachment E)
 - iv. Certificate of Compliance - OSHA (Attachment F)

Attachment B

BID FORM

2018-2021 SNOW REMOVAL SERVICES

Property: *NAUGATUCK SCHOOL DISTRICT (Sites listed in Introduction)*

Owner: Naugatuck Board of Education

The vehicles to be provided for this work shall include:

Sanding equipment available? Yes _____ No _____

Other equipment available (please list).

1. SNOW REMOVAL PLOWING CHARGES QUOTED ON A PER STORM BASIS
SEE SECTION III – SNOW REMOVAL SPECIFICATIONS FOR DETAILS

1.00”– 3.00” \$ _____/ Hour

3.01”– 6.00” \$ _____/ Hour

6.01”– 9.00” \$ _____/ Hour

9.01”– 12.00” \$ _____/ Hour

Over 12.00” \$ _____/ Hour

2. SNOW REMOVAL SHOVELING, SNOWBLOWING CHARGES QUOTED ON A
PER HOUR BASIS SEE SECTION III – SNOW REMOVAL SPECIFICATIONS
FOR DETAILS

1.00”– 3.00” \$ _____/ Hour

3.01”– 6.00” \$ _____/ Hour

6.01”– 9.00” \$ _____/ Hour

9.01”– 12.00” \$ _____/ Hour

Over 12.00” \$ _____/ Hour

3. SAND AND SALT PER APPLICATION:

DRIVEWAYS AND PARKING AREAS \$ _____/ Hour

Final payment will be held until stakes and markers are removed and any property damaged caused by the Contractor is repaired to Designee's reasonable satisfaction.

4. SNOW HAULING - Move/Remove Snow

Please note: Snow is to be moved or removed only with Designee's prior authorization.

Pay loader and Operator: \$ _____/ hour

Dump Truck and Operator: \$ _____/ hour

Other _____: \$ _____/ hour

Submitted by: _____

Company: _____

Signature: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Tax ID# _____

Attachment C

CRITERIA FOR CONTRACTED SERVICES

for

**Naugatuck Board of Education
497 Rubber Ave
Naugatuck, CT 06770**

Any Contractor who is awarded a contract to perform services at the Owner's Properties will be required to submit or complete the following items:

1. Execution of a standard service contract supplied by Owner's Designee, in accordance with agreed upon pricing terms and conditions. Such contract contains a termination clause of 30 days prior written notice by either party. Owner may terminate Contractor with 48 hours notice if Contractor fails or refuses to perform services.
2. A request for Taxpayer Identification Number and Certification (W-9 Form).
3. A Certificate of Insurance evidencing coverage with a responsible insurance carrier with a Best's rating of not less than A-VIII, and otherwise satisfactory to Owner. Insurance coverage shall include: a) Workers' Compensation Insurance in statutory amounts; b) Employer's Liability Insurance in the minimum amount of \$500,000; c) Comprehensive General Liability Insurance in the minimum amount of \$5,000,000 combined single limit (with coverage on an occurrence form); and d) Comprehensive Automobile Liability Insurance of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage. (Please provide a copy with the Bid response.)
4. The Certificate of Insurance will name the Owner and Managing Designee as additional insureds: Owner: **NAUGATUCK BOARD OF EDUCATION<amp#x2013;Borough of Naugatuck,**
5. Current SBSA Certificate, if applicable. (Copy to be provided with proposal response.)
6. To ensure timely payments, all invoices shall be submitted to:

**Naugatuck Board of Education
497 Rubber Ave, Naugatuck, CT 06770**

Attachment D

BIDDER QUALIFICATIONS
9/2018

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number:

Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE MOST ADVANTAGEOUS BIDDER TO THE STATE. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE PROPOSER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: _____

&

ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____ YEARS

LIST OTHER NAMES YOUR COMPANY GOES BY: _____

LIST PREVIOUS COMPANY NAME (S) _____

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **BID** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____

9/2018

Bid Number:

BIDDER'S STATEMENT OF QUALIFICATIONS

Page 2 of 2

COMPANY NAME: _____

SIZE OF COMPANY

OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME _____ PART TIME _____

COMPANY VALUE: EQUIPMENT ASSETS _____ TOTAL ASSETS _____

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE? ☐ YES ☐ NO

REGISTRATION DATE, IF AVAILABLE: _____

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE
ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE?☐ YES ☐ NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS
OF THIS BID.

(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS, GUILTY PLEAS OR NOLO CONTENDERES AGAINST YOUR COMPANY AND
ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND
LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS
MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS,
PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS,
DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM.
INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY
SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL
THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE
AND TRUE.

SIGNATURE

DATE

TITLE



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut or Connecticut Public Entity valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity

Signatory's Title

Name of Entity

duly formed and existing under the laws of _____.
 Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
 Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

 Authorized Signatory

 Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
 Notary Public**

Commission Expiration Date

Attachment F

OSHA COMPLIANCE
SP-12 NEW 6/98

STATE OF CONNECTICUT

Certificate of Compliance with

Connecticut General Statute Section 31 - 57b

Bid Number:

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of)

County of) ss: A.D., 20 _____
)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

_____.
(Title of Person appearing in front of Notary or Clerk)

My Commission Expires: _____

(Notary Public)

(Seal)

Attachment G

(Keep on file for Five Years)

1111 Country Club Road, Middletown CT 06457

[illegible]

Record kept by: _____