



Department of Public Works

Bid Specifications for Snow Removal Service The Bantam Annex Facility, 80 Doyle Road, Bantam, CT 06750

The Town of Litchfield is accepting bids for Snow Removal Services at the Bantam Annex Bantam Ct. All bids must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Public Works Department. Bids will be received at the Public Works Department, 101 Russell Street, Litchfield, CT, 06759 until **Thursday, March 9, 2022** and will be opened and read publicly at that time in said office. The bid can be downloaded from the Town of Litchfield web site: www.townoflitchfield.org. There is a Mandatory site walk on **February 22, 2023 at 1:00 pm** in front of the Bantam Annex facility located at 80 Doyle Rd. Bantam Ct.

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a contractor to provide the necessary snow removal equipment and labor for snow removal, sanding and ice control services at the Bantam Annex Facility.

All Bidders shall observe the following instruction and specifications:

2. General Provisions

Site Walk: February 22, 2023 at 1:00 p.m. at the Bantam Annex Facility

Final Questions cut off: February 28, 2023 at 3:30 p.m.

Bid Opening: March 9, 2023 at 11:00 a.m. at the Public Works Dept.

Board of Selectman select winning bid: March 21, 2023

Successful bidder notified via email: March 24, 2023

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms must be submitted:

A. Bid Schedule

- B. Hold Harmless Agreement and Supplemental Agreement
- C. Completed Projects and References
- D. Non Collusion Form
- E. Non Discrimination Form

3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Raz Alexe, Director of Public Works via e-mail to be received no later than **February 28, 2023 at 3:30 pm**. Any questions received after that date will not be answered. Contact information is as follows:

Raz Alexe, Director of PWs
ralexe@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame.

5. Notice of Award

The Town shall give notice of Acceptance of a bid to the successful bidder by Email to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification of the successful bidder.

6. Award of Contract

The Town reserves the right to reject any and all bids for any reason the Town deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of bid.

7. Bid Security

A bid bond or certified check is not required for this bid.

8. Performance; Labor and Material Bond

A Performance Bond or Certified Check is not required for this bid.

9. Scope of Work Change

The Town reserves the right to change the scope of the project after the bid is awarded, without penalty to the Town. All changes in scope will be issued in writing by the Director of Public Works or his designee.

10. Substitution of Named Brands

Should brand names appear in this bid, before bidding on any item considered equal to or better than a named item, the Bidder must get written approval from the Director of Public Works.

11. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award.

12. Delays

Contract time delays for completion of work shall be authorized in writing by the Director of Public Works.

13. Liquidated Damages

Not required for this bid.

14. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein of obligations thereunder, without written consent of the Town.

15. Acceptance of Subcontractor

Submission of name of Subcontractor in proposal shall be deemed to constitute an acceptance by Contractor, if awarded contract of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town.

16. Basis of Payment

Payment for this work shall be at the lump sum bid for work completed and accepted, except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

17. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Town as approved by the Director of Public Works to proceed with extra work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized sheet showing all labor and material must be submitted to the Director of Public Works. Town order for extra work shall specify any extension of contract time and one of the following methods of payment:

A. Unit Prices or combination of unit prices.

- B. A lump sum based on Contractor's estimate accepted by owner and approved by the Director of Public Works.
- C. Actual costs plus ten percent (10%) for overhead and profit.

18. Payment Requests, Retainage and Guarantee Period

Not required for this bid.

19. Insurance (Due when bid awarded)

The Contractor will carry the following insurance coverages with an insurance company/ies licensed in the State of Connecticut and approved by the Town of Litchfield. The insurance company/ies must have at least an A-rating by A.M. Best Company. All policies will provide a 30-day notice of cancellation as well as a 10-day notice of any material change in the policies to the Office of the First Selectman of the Town of Litchfield.

Certificates of insurance will be presented to the Office of the First Selectman for his approval prior to the contractor or his subcontractors entering on to Town property or commencing any work whatsoever.

The following coverage's and limits will be provided:

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability

Bodily injury by accident	\$100,000 per person
Bodily injury by disease	\$100,000 per person
Bodily injury	\$500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	\$2,000,000 aggregate
Products/Completed Operations	\$1,000,000 aggregate
Personal and Advertising Injury	\$1,000,000 aggregate
Each Occurrence	\$1,000,000 aggregate
Fire Damage Limit	\$100,000 aggregate
Medical Expenses	\$10,000 per person

Coverages Premises/Independent Contractors
Contractual/Completed Operations/Products
Contractual/Liability will be Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability Endorsement or Equivalent
Broad Form Property Damage Liability

<u>Automobile Liability</u>	Bodily Injury	\$1,000,000 per person
	Property Damage	\$1,000,000 per person

Coverages All owned/non owned/hired/borrowed
Contractual Liability to Be Limited

CONTRACTORS MUST NAME THE TOWN OF LITCHFIELD AS AN ADDITIONAL INSURED ON ALL CERTIFICATES. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the Office of the First Selectman of the Town of Litchfield.

Certificates shall be on file with the Town before acceptance of Bid or work commences.

20. Environmental, Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor must submit a Health and Safety Plan to the Director of Public Works prior to commencing the project. Material Safety Data Sheets must be submitted for all materials used during snow removal. The Public Works Director must approve all de-icing materials prior to their use on Town Property.

21. Permits

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project. Copies of all permits will be submitted to the Director of Public Works prior to commencing work. In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

22. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgements, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

23. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

24. Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning **July 1, 2023 through June 30, 2025**. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond **June 2025** if deemed to be in the best interest of the Town.

Technical Specifications

1. Please note this is an all-inclusive contract

The Contractor shall supply snow removal services and ice control for the Bantam Annex Facility, 80 Doyle Road, Bantam, CT 06750.

2. Snow Removal and Sanding/Salt

The Contractor shall provide the necessary snow removal equipment and labor for snow removal, sanding and ice control services by spreading the proper amount and ratio of salt and sand or other approved materials, to properly remove snow and ice to make the Bantam Annex Facility safe.:

The following areas access roads, parking areas and sidewalks, are the main concerns for *Bantam Annex Facility*.

- a. Before Thanksgiving areas requiring snow plowing must be properly staked.
- b. Initial plowing, no earlier than 5 a.m. (may be earlier due to size of the storm)
- c. Sidewalks to be maintained hazard free of snow and ice throughout the storm and after.
- d. All doorways should be shoveled out.
- e. Contractors must have all areas checked and kept clean and free from snow or ice.
- f. Ensure catch basins and swales are open and clear of debris.
- g. Maintain line of site at intersections and entrances. Push back snow as appropriate 2 - 3 feet, when pavement not curbed, taking care not to damage landscaping/grass.

1. All work to be performed under the direction and supervision of the Director of Public Works, or his/her designated agent. No work shall commence until authorization by the Director of Public Works or his/her designated agent is received.
2. All work must be completed before 7:00 a.m. following and during storms, as described above. For storms continuing throughout the night, the snow must be removed from all parking lots before 7:00 a.m. (and after 7:00 p.m. as needed).
3. Salting of the roadways, parking areas and sidewalks will only be done when authorized by the Director of Public Works or his/ her designated agent. Sand to be used shall meet Connecticut Department of Transportation specifications for such purposes.
4. Reasonable care must be taken to prevent damage to curbing, fencing and lawn areas. The Contractor shall be responsible for any loss or damage beyond normal wear and tear, including but not limited to damage to buildings , sidewalks, curbing, fencing , lawn and garden areas, that may happen during snow plowing operations and shall repair damage or make good any defects or faults that may occur. A Public Works representative and the Contractor, shall meet and agree not later than **April 30th** on a punch list of items to be repaired. Repair of damaged areas, sweeping of debris, and removal of same shall be completed by **May 15th** following the snow season and require a final inspection with a Public Works representative and the Contractor.
5. Sidewalks to be cleared with five (5) foot blade. **NO TRUCKS** are to be used to clear sidewalks or entrances.
6. Bidder to list equipment to be used for plowing snow. Minimum equipment necessary:
 - One six wheel truck with plow and sander
 - One large loader with plow and bucket to move snow
 - Three pickup trucks with plows and sanders
 - Three small sidewalk machines (examples: Kubota, Bobcat, Skid Steer)
 - Three snow blowers for entryways and exits
 - Man power to shovel steps and inaccessible alleyways
 - Equipment to move snow banks during heavy snowfall to keep all parking and walkways accessible between storms

The Town or its designated agent reserves the right to waive technical defects in the bids; to reject any bid which does not conform to the terms and conditions described in the bid documents; to accept or reject any part of any bid and to reject all bids and again invite bids.

QUALIFICATIONS FOR BIDDER

Bidder shall be experienced in the kind of work to be performed, have the necessary equipment therefore and sufficient capital to properly execute the work, within the time allowed. A bid may be rejected if the bidder cannot show that he has the necessary capital and experience.

- The Contractor shall have the companies name on them to perform services under the contract. All vehicles must have a means of communication by radio, phone or beepers.
- All vehicles being used in this contract must be owned by and registered to the contractor awarded the contract, and all vehicles must be manned and operated by said employees of said employer.

List all equipment which will be available for performing the work under this contract is as follows:

Bid Schedule

The Bantam Annex Facility Snow Removal

Lump Sum Bid per Year per both years \$ _____

Written Lump Sum: _____

****** If a discrepancy the written word will prevail.

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual, or corporation.

Bidder _____

By _____

(Signature)

(Title)

Name-Typed__

Date_____Address_____

Phone:_____Fax:_____

Email:_____



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF _____

COUNTRY OF _____

(Person's Name) Being first duly sworn, deposes and says:

That they are the _____ of the corporation
who
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

My Commission
expires _____
Notary Public
(Seal)

(Signature of Cooperate Officer or Agent)



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF _____

COUNTRY OF _____

(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

_____ who is the Bidder submitting the
(Firm Name)

accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

Notary Public
(Seal)
My Commission expires _____

Signatures of Named Principals:



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Person's Name)

That they are the person who is the Bidder submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20____

_____ My Commission
expires _____

Notary Public
(Seal)

(Signature of named individual)



TOWN OF LITCHFIELD
NONDISCRIMINATION CERTIFICATION

Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 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 Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Entity:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of _____,
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____ has a
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

Authorized Signatory

Date

Printed Name



HOLD HARMLESS AGREEMENT