

**Town of Mansfield**  
**REQUEST FOR PROPOSAL FOR**  
**PROVIDING STREET SNOW HAULING AND REMOVAL SERVICES**

July 27, 2015

**INSTRUCTIONS TO BIDDERS**

**SUBMISSION OF BIDS**

Signed bid offers, on this form, must be returned in sealed envelopes addressed to Department of Finance, 4 South Eagleville Road, Mansfield CT, 06268 and the envelope must bear the notation that it is a sealed bid, the Bid Name and the vendor's name and address. **A Mandatory Pre-Bid Conference will be held on Tuesday, September 1, 2015 at 2:30 PM in the Council Chamber at 4 South Eagleville Road, Mansfield, CT.** Requests for information and/or clarification shall be made in writing via e-mail to [PublicWorks@mansfieldct.org](mailto:PublicWorks@mansfieldct.org) by September 10, 2015.

**All submissions must be in the Department of Finance Office by Thursday, September 17, 2015 at 2:00 PM where they will be publically read.**

Bidders are cautioned to examine the specifications, drawings, samples, etc. pertaining to the bid.

Failure on the part of the bidder to examine all pertinent documents samples or job areas shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract. Unsigned bids or bids without an original signature will not be accepted.

**When a bidder desires an interpretation or clarification of any ambiguity in the bidding documents, who must contact the Director of Public Works prior to bid opening. The Director of Public Works interpretation shall be final and will be made known to all bidders concerned.**

The bidder shall insert the price per stated unit and the extensions against each item which he proposed to provide. In the event of a discrepancy between the unit price and the extension, the unit price will govern. (If discounts are shown and there is an error in the extension of the total, the discount offered will govern.) If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based.

A bid will not be accepted if it, or the Bid Surety if required, is received at the Finance Department after the stated time of opening as shown on the bid form. This applies to bids sent by mail as well as those hand delivered. Unsigned bids shall be rejected.

Contractors must furnish Bid Surety Labor & Materials and Performance Bonds when required. Certificates of insurance may be required and must be furnished by the Contractor prior to any

work being performed.

Purchases made by the Town are exempt from Fair Trade Laws as well as the payment of any sales, excise or Federal transportation taxes. Such taxes must not be included in bid prices. Tax exemption certificates, for merchandise accepted by the Town, will be completed at the request of the Contractor furnishing the goods or services.

When samples are requested they shall be delivered by the bidder properly identified at the time at the bid opening unless the bidding document indicates a different time. Samples shall be submitted free of charge. Samples will be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property. The Director of Finance may, at his discretion, hold the sample or samples of the successful bidder or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

#### **ANTI-DISCRIMINATION**

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Mansfield.

#### **APPLICABLE LAW**

The Contract pursuant to this solicitation shall be governed by, and the Town and Contractor shall have all remedies all recorded each by the Uniform Commercial Code, as adopted in the State of Connecticut, except as otherwise provided in such Contract or in laws pertaining specifically to the Town. This Contract shall be governed by the laws of the State of Connecticut, and suits pertaining to this contract shall be brought only in federal or state courts in the state of Connecticut.

#### **ASSIGNMENT- DELEGATION**

No right or interest in the contract shall be assigned by the Contractor without prior written permission of the Town, and no delegation of any duty of Contractor shall be made without prior written permission of the Town's Director of Finance. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

#### **AWARD OF CONTRACT**

Award will be made to the lowest responsible qualified bidder.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service

facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

The Director of Finance reserves the right to reject the bid of any bidder In default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm any individual in default or guilty of misrepresentation.

Each bid will be received, with the understanding that the acceptance in writing by the Director of Finance of the offer to furnish any or all of the commodities described there in, shall constitute a contract between the Bidder and the Town, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications.

No alterations or variations of the terms of the contract shall be valid or binding upon the Town unless made in writing and signed by the Director of Finance. The placing, in the mail to the address given in the bid or delivery of a notice of award to a bidder will constitute notice of acceptance of an offer. When so requested by the Director of Finance, the Contractor shall execute a formal contract with the Town for the complete performance specified therein. The contract may be terminated or annulled by the Director of Finance upon nonperformance of contract terms or failure of the Contractor to furnish performance surety and/or insurance certificates within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Director of Finance or failure to make replacements of rejected commodities when so requested, immediately or as directed by the Director of Finance, will constitute authority for the Director of Finance to purchase in the open market, the commodities to replace the commodities rejected or not delivered. The Director of Finance reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Town for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Town reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Finance.

### **BEST CUSTOMER PREFERENTIAL PRICING**

The contractor shall reduce the contract price of any good or service for which a contract award is executed to an amount equal to or lower than any pricing offered to any other commercial customer or the general public. This reduction in price shall be applied when the goods or services are identical to those contracted for and quantities requested meet any minimum quantity requirements for such pricing.

## **CERTIFICATION**

By signature of the offer or, the offer or certifies:

The submission of the offer did not involve collusion or other anticompetitive practices.

The offeror had not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting Contract and may be subjected to legal remedies by law.

The offeror submitting the offer hereby certifies that the Individual signing the offer and/or Contract is an authorized agent for the offeror and has the authority to bind the offeror to the contract.

## **CLAYTON ACT ASSIGNMENT OF RIGHTS**

The Contractor and/or Subcontractor offers and agrees to assign to the Town of Mansfield all rights, responsibilities and interest in all causes of action it may have under Section 4 of the Clayton Act..15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, rising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for antitrust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agree promptly to notify the Director of Finance of the Town of Mansfield of suspected antitrust violations and claims.

## **CONTRACT**

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial nonconformity in the offer, as determined by the Town Director of Finance, shall be deemed nonresponsive and the offer rejected. Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall prevail over any and all previous Agreements, contract, proposals, negotiations, purchase orders or master Agreements in any form.

## **CONTRACT AMENDMENTS**

The contract pursuant to this solicitation shall be modified only by a written contract amendment signed by the Town Director of Finance and persons duly authorized to enter into contracts on behalf of the Contractor.

### **COST OF BID PREPARATION**

The Town shall not reimburse the bidder for the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

### **DELIVERY**

All prices bid must be on the basis of F.O.B. destination, inside delivery, unloaded and assembled unless otherwise indicated in the bidding documents. The contractor shall be responsible for all freight costs.

It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable O.S.H.A., Federal and State laws and regulations.

Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bidding documents. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Delivery must be made as ordered and in accordance with the bidding documents. The decision of the Director of Finance as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Contractor.

Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing or sacks, the containers to remain the property of the Town unless otherwise stated in the bidding documents.

### **GRATUITIES**

The Town may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative or the Contractor, to any officer or employee or the Town amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

### **INDEMNIFICATION**

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of Mansfield, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (Including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

- Bodily injury, sickness, disease, or death; and/or
- Damage to or destruction of property, real or personal; and/or
- Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the Town of Mansfield, their respective boards and commissions, officers, officials, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of Mansfield, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

### **INTERPRETATION OF BIDS**

Qualified bids are subject to rejection in whole or in part. A qualified bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

Bidders are cautioned to initial erasures, alterations or corrections. Failure to do so may result in rejection of bids.

Unless limited by the term no substitute, the use of the name of a manufacturer or of any particular make, model. or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality that it will serve the purpose for which it is to be used, equally as well as that specified, and shall be deemed by the Town to be so warranted by the bidder. Bids on comparable items must clearly slate the exact article being offered, and bidder shall furnish such other information concerning the article

being offered as necessary to evaluate its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The Director of Finance reserves the right to reject any or all bids, or the bid for any one or more commodities or contracted services included in any or all bids, to waive any Informality In bids and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Town's best interest to do so.

### **INTERPRETATION - PAROL EVIDENCE**

The contract pursuant to this solicitation is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of such Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party had knowledge of the nature of this performance and opportunity to object.

### **LAW OF WAIVER**

Any breach of contract which the Town does not object to shall not operate as a waiver of the Town to seek remedies available to it for any subsequent breach.

### **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

### **PUBLIC RECORD**

All proposals submitted in response to this request shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

### **PROPERTY TAX ASSESSMENT**

All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having

custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. TM lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved of the secretary of the office of policy and management setting up an alternative method of arrangement.

### **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

### **RELATIONSHIP OF PARTIES**

It is clearly understood that each party shall act in its own individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any. The Contractor understands that it is not entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town. The Contractor further understands that the Town shall not provide any insurance coverage to the Contractor, including workmen's compensation coverage.

### **RIGHTS AND REMEDIES**

No provision in these solicitation documents or in the offeror's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

### **SEVERABILITY**

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

### **SUBCONTRACTS**

No subcontract shall be entered into by the Contractor with any other party to furnish any of the



material/service specified herein without the advance written approval of the Town's Director of Finance. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

### **SUBMISSION OF INVOICES**

The following provisions regarding submission of invoices are an integral part of these bidding documents, and as such, will create a contractual obligation on the part of the awarded vendor. Failure to comply with these contractual requirements may result in a breach of contract:

AU invoices submitted to the Town of Mansfield for goods or services shall contain the following minimum information:

- Town Order Number
- Complete description of goods or services rendered.
- Agency and name of individual requesting goods or rendering of services.
- Date of delivery of goods or rendering of services.
- Complete price information including gross amount, discount if applicable, net amount and itemization of labor charges if applicable.
- Additional information as may be required by contract.

All invoices must be forwarded to the Town department to whom goods or services were rendered.

### **TOXIC SUBSTANCES**

In accordance with section 31-40 of the General statutes of Connecticut any person who supplies any toxic substance as defined in 31-40 shall provide the following information:

- 1) The generic or basic chemical name of the toxic substance;
- 2) The level at which exposure to the substance is determined to be hazardous, if known;
- 3) The acute and chronic effects of exposure of hazardous levels;
- 4) The symptoms of such effects;
- 5) Appropriate emergency treatment;
- 6) Proper conditions for safe use and exposure to such toxic substance;
- 7) Procedures for cleanup of leaks and spills of such toxic substance; and

8) A label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information shall be disclosed at the time of the bid opening and chemical data sheets will also be required if the products meet the toxic substance criteria.

### **VENDOR WARRANTY**

Vendor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
- c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- d. Indemnify and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.

Articles which in any respect fail to conform to the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

**Town of Mansfield**  
**REQUEST FOR PROPOSAL FOR**  
**PROVIDING STREET SNOW REMOVAL SERVICES**

July 27, 2015

1. INTENT

The intent of this Bid is to obtain snow removal, snow hauling, and salting service for the Town of Mansfield (Town) during the months of November through April for the 2015/2016, 2016/2017 and 2017/2018 Winter Seasons. This area experiences approximately seventeen storm call outs per season. The contractor works independently in an assigned route or with a team of snow plow operators.

2. RESPONSIBILITIES

The Contractor shall be responsible for responding to a call by the Director of Public Works or his designee to assist in snow removal, snow hauling, and/or salting services on a route or area throughout the duration of each snowstorm for which he/she is assigned. Streets shall be kept in a passable condition and open for two-way traffic.

At some period of time near the end of each storm, the operators will be given the word to push back and clean up. The operators must proceed with caution at all times to avoid causing damage to **curbing, lawns, driveway lips, newspaper holders, mailboxes and any other utilities within the right of way.** Streets and/or sidewalks requiring salt shall be treated prior to returning from the route assigned. Any salt remaining in the material spreader **will be spun off/dumped** at the Town stockpile.

3. EXPERIENCE

The contractor and their assigned operators must have prior experience removing snow, hauling snow, and/or plowing for the task assigned surface streets, parking lots, and parking garages.

The contractor shall provide a list of employees and shall immediately, in writing, notify the Town of any changes to this list. The contractor shall assign a qualified person or persons to be in charge of their operations. Drivers shall have minimum 2 years' experience plowing suburban streets. Each employee shall, at all times, carry a valid operator's license for the type of vehicle he/she is driving. Operator while in service shall also carry a valid Original U.S. D.O.T or CT Medical Examiner's certificate.

The contractor shall obtain from the State Department Of Motor Vehicles, at least once

per year, a copy of the "Driver's History" record for each employee that is or will be assigned to operate a motor vehicle within the Town Of Mansfield. The Town reserves the right to disqualify a driver based on infractions recorded on his/her Driver History (i.e. DUI). Current copies of each Driver's History shall be provided for the Public Works Director, by the contractor. The Driver's History shall include a detailed list of snow removal, snow hauling, and/or plowing experience with previous employer's name. It is the responsibility of the contractor to take appropriate and timely action in the removal of a driver from assignment in Mansfield, especially when safety concerns require it. When determining appropriate action, the contractor shall consider the recommendations of the Town and their respective representatives. The Town retains the right, without being held in violation of the contract, to obtain a temporary restraining order if it determines that such action is necessary.

The Town may request the dismissal of any employee of the contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

**The Town reserves the right to remove any unsatisfactory driver.**

#### 4. TRUCKS, SNOW REMOVAL, AND PLOWS

The Town will determine the operational needs and select the vehicles that best meet those needs. Proposals will be assessed and chosen based on vehicle size, use of equipment and its application, cost per hour, and number of vehicles that can be provided. Multiple awards are possible. Some vehicles that may be bid for consideration include: snow-blower/thrower\* (mounted or self-propelled), tri-axles truck, 30 yard minimum roll off container trucks, articulated loaders, 4x4 combination loader, skid steer (poly blade capable for concrete surfaces), mini-loader, and all must be snow chain capable per request or continuous use. A snow-blower/thrower: must be able to load snow directly into tri-axle truck or roll off container without modifying or raising the body (i.e.in the tri-axles' normal down position).

Plow units shall meet all State and Federal guidelines for legal operation on roads in the State of Connecticut.

The Contractor shall bid on providing a truck (or trucks) that meet the following requirements:

- 1) Trucks shall be equipped with hydraulically operated 4 way power angle plow, capable of maintaining open roads throughout a typical storm event.
- 2) Trucks shall be properly registered and insured to plow snow commercially.
- 3) Trucks shall be equipped with strobe lights visible 360°.

- 4) Trucks shall be equipped with back up alarms which meet OSHA standards and will be in working condition at all times when truck is in operation.

The proposal shall be filled out by class of vehicle being bid. Vehicle I Equipment Classes will be determined by GVW weight range or equipment type. Selection of vehicles will be based on the hourly rate for the vehicles selected to perform the operation required by the Town. Six-wheel 32,000 -40,000 GVW is the preferred size vehicle to perform the plowing needs for each of these routes. For vehicles not equipped with a material spreader the bidder's proposal shall identify the plow truck as "plow truck only".

Awarded contractors will be required to provide proof of vehicle registrations for each vehicle.

#### 5. MATERIAL SPREADERS

Material spreader shall be hydraulic or gas/hydraulic operated hopper or body type spreaders. Hopper or body capacity is to be a minimum of five cubic yards. Spreaders shall have adjustable discharge gate and spinner or baffle deflectors. Sander controls shall be in cab of truck and accessible to driver. Running lights (i.e. tail stop, turn and 4-way signals) shall be mounted on sander unit if running lights of truck are obscured by sander or its equipment. Signs saying "Keep Back 50 Feet" shall be mounted on rear of sanders and will be provided by the Town of Mansfield.

The Contractor's equipment will be subject to a safety and pre-season equipment inspection and calibration procedure.

#### 6. COMMUNICATION

Rental trucks must have two (2) - 15 amp 12 volt fused power sockets supplied directly from the battery for powering portable radio units and cell phone for continuous communication, plow route information monitoring, and dispatching. Operating cell phones shall be provided by the vendor for all drivers that are designated to work.

#### 7. WORK AND/OR ROUTE ASSIGNMENTS

Routes and/or Work Assignments will be established by the Public Works Operations Manager and may be changed (added to, or subtracted from) upon direction of the Manager or his designee.

Extreme conditions may warrant major changes in route designation. Operators will always check with the Manager on duty before going out on their routes.

8. PROCEDURE

- A. The Contractor's vehicle(s) shall arrive at the Town Garage before going on a route. Time will be recorded via time sheet.
- B. Trucks will be loaded with salt and/or material for ballast. All loads will be weighed and recorded by truck number, before trucks leave the salt facility. Ballast will be returned to the salt shed or stock at the end of each call-out. Material will not be unloaded unless an operator is present at, and in, the facility.
- C. No repairs for a Contractor's vehicle will be made by Town forces. The Contractor is responsible for the maintenance of his equipment. See "Performance". **Contractor will not be paid when the vehicle is down for repairs.** Driver/Contractor shall immediately **notify** the Town when no longer actively on Route and when he has returned to Route. All breakdowns will be immediately reported to the Town.
- D. Operators will be required to take a 1 hour break for breakfast and dinner and ½ an hour for lunch break. The Town will determine when meal breaks are to be given or taken. Breakfast, lunch, and dinner will not be paid breaks.
- E. Contractor is **required** to notify the Town whenever there is a change in drivers, trucks, or equipment and the reason for such change. This includes replacement drivers, back up trucks, break downs or any other reason that causes someone or some vehicle other than the one that reported for duty at the beginning of the emergency or shift to be performing snow removal operations for the Town.

9. AVAILABILITY

The Contractor's truck(s) or equipment shall always be available to the Town of Mansfield for snow removal operations twenty-four hours a day from November 15 through April 15.

Response after initial call out shall be 1 hour or less. Contractor must provide **rested period** for operators when snow removal shift exceeds 16 hours. Rest periods for operators will be four hours **minimum** before returning to duty. All rest periods are unpaid unless a rested driver is provided by the contractor as a substitute during the rest period.

10. CALL OUT AND PAYMENT

The Contractor will be called out based on need, as determined by the Director of Public

Works or his designee.

Contractor's trucks/equipment may be called out for snow accumulation that is equal to six (6) or more inches. The total number of contractors is determined by the conditions on the ground within the Town's borders. The Contractor **may** be called out whenever the Town has an emergency.

There will be no stand-by pay.

There will be a minimum four-hour (4) payment at the hourly rate bid per hour for each call out for **snow blowing/thrower and tri-axle services**. Payments will be to the nearest one-quarter hour.

There will be a minimum four-hour (4) payment at the hourly rate bid per hour for each call out for **street surface services**. Payments will be to the nearest one-quarter hour.

#### 11. VEHICLE SELECTION- Snow Removal Operation

The Town will determine the operational needs and select the vehicles that best meet those needs. Proposals will be assessed and chosen based on vehicle size, use of equipment and its application, cost per hour, and number of vehicles that can be provided. Multiple awards are possible. Some vehicles that may be bid for consideration include: snow- blower/thrower\* (mounted or self-propelled), tri-axles truck, 30 yard minimum roll off container trucks, articulated loaders, 4x4 combination loader, skid steer (poly blade capable for concrete surfaces), mini-loader, and all must be snow chain capable per request or continuous use. All selected trucks and equipment are paid at a four (4) hour minimum.

\* Snow-blower/thrower: must be able to load snow directly into tri-axle without modifying or raising the body (i.e.in the tri-axles' normal down position). Snow throwers will be on-line for a minimum of four (4) hours. No portal to portal charges. Proposal must have a mechanic to accompany the snow thrower in order to service equipment and minimize down time - example: shear pin replacements, hose repairs. The mechanic shall also manage the alignment of the snow discharge chute for loading trucks.

#### 12. VEHICLE SELECTION - Surface Streets

The Town will determine the operational needs and select the vehicles that best meet those needs. Proposals will be assessed and chosen based on vehicle size, equipment application, truck equipment, cost per hour, and number of vehicles that can be provided. Multiple awards are possible. Six wheel vehicles, a maximum of 32,000 lb. GVW - 40,000 lb. GVW with hydraulically operated reversible plow and material spreader are

the preferred vehicles to be contracted. Alternate vehicles may be bid for consideration from 20,001lbs to 32,000 lbs. articulated loaders, 4x4 combination loader, and all must be snow chain capable per request or continuous use.

13. VEHICLE SELECTION - Off Street Parking Lots and Garages

The Town will determine the operational needs and select the vehicles that best meet those needs. Proposals will be assessed and chosen based on vehicle size, equipment application, truck equipment, cost per hour, and number of vehicles that can be provided. Multiple awards are possible. Vehicles may be bid for consideration from 16,001lbs to 32,000 lbs. GVW, articulated loaders, 4x4 combination loader, skid steer (poly blade capable for concrete surfaces), mini-loader, and all must be snow chain capable per request or continuous use.

14. CONTRACTOR PERSONNEL

Contractor will provide properly licensed CDL operators and substitute operators, meeting all mandatory Federal and State requirements.

Contractor will provide written documentation of drug and alcohol testing program for personnel, and substitute personnel, in accordance with Federal and State laws, at the beginning of each year of the Contract, to keep records current. Individual drivers must carry a current drug testing program enrollment card.

Contractor will provide photocopies of each driver's license and current year driver's history report from DMV (must be done every year and must be within one month of reporting); purchase order/payment will be withheld until received annually.

Registration numbers will be used in identifying each individual vehicle. Only these vehicles can be sent out.

15. INSURANCE

The contractor shall carry insurance in amounts and types shown on the attached insurance exhibit and must submit proof of this coverage to the Town prior to any snow removal operations.

16. PROPERTY DAMAGE

Contracted driver must report any or all damage on his/her assigned route that he/she has knowledge of. The Contractor shall accept all responsibility for any property damage done to curbing and lawns along his/her routes in accordance with the following:

Minor curb or lawn damage totaling 200 linear feet or less, for the season, will be



repaired by the Town at no expense to the Contractor. However, if the total damage for the season exceeds linear 200 feet, the Contractor will be held responsible for all expenses required to repair the damage. The Contractor can opt to repair all damage on his/her routes by his/her own means, or he/she can pay the Town a per foot fee of four dollars and fifty cents (\$4.50) per linear foot of curbing, or four dollars (\$4.00) per square foot of lawn, that has been damaged, and is replaced by the Town.

17. CONTRACT SECURITY

- A. In the event of any dispute between the parties relating to, or arising out of, any provisions of this contract, the representatives of the parties shall meet promptly in an effort to resolve the dispute extra judicially.
- B. If the dispute is not resolved as a result of such meeting, the dispute shall be referred to the members of the senior management of each party within ten (10) days of the meeting prescribed in Paragraph a.
- C. The members of the senior management of each party shall meet to attempt to resolve the dispute within thirty (30) days of the dispute referred to them as prescribed in Paragraph b.
- D. Prior to the meeting of the members of the senior management of each party, the parties shall exchange a written summary of the issues and the underlying evidence relating to the dispute. The disputing party shall submit its written summary to the other party twenty (20) days before the meeting of senior management. This submission shall set forth the basis of its dispute and identify the member of its senior management authorized to resolve the dispute on its behalf. Ten (10) days thereafter, the other party shall submit its written summary to the disputing party. This submission shall respond to the matters raised in the written summary provided by the disputing party, and identify the member of its senior management authorized to resolve the dispute on its behalf.
- E. If the dispute is not resolved by the senior management of each party, the parties may appoint a neutral advisor who shall, within sixty (60) days, submit to the parties a non-binding opinion which addresses the merits of each party's position and assesses which party is likely to prevail at trial on the merits. The parties shall decide whether or not they will proceed to appoint a neutral advisor within fifteen (15) days from the failure of senior management to resolve the dispute pursuant to Paragraphs c and d. In the event that the parties elect to appoint a neutral advisor, the parties shall proceed as follows:
  - i. The parties shall exchange names of potential advisors and select from this pool a mutually acceptable candidate. If the parties cannot agree on the selection of a neutral advisor, the president of the Center for Public Resources,

- or his designee, shall select a neutral advisor from the Judicial Panel of the Center for Public Resources.
- ii. The parties shall enter into an agreement with the neutral advisor prohibiting any ex parte contacts with the neutral advisor without the explicit consent of the other party and requiring the neutral advisor to treat any information conveyed to him as confidential and prohibit his disclosure of any confidential or trade secret information. The agreement shall also provide that the neutral advisor will be disqualified as a trial witness, consultant, or expert for any party and that his advisory opinion of the likely outcome of any litigation of the dispute is subject to Rule 408 of the Federal Rules of Evidence and is inadmissible for any purpose.
  - iii. Ten (10) days after the neutral advisor has been designated, each party shall submit to the neutral advisor, as well as to the other party, a written statement summarizing the issues and underlying evidence supporting its position. The written statements are to be no longer than (30) 8 1/2" x 11" double-spaced pages.
  - iv. If the neutral advisor wishes to consult with the parties on any issue relating to the dispute, he shall outline his general areas of inquiry and, on agreement by both parties, he may submit written questions jointly to the parties. The parties shall respond to these questions in writing, and shall provide each other with a copy of any such response.
  - v. The fees and expenses and the neutral advisor shall be apportioned equally to each side.
  - vi. Ten (10) days after the neutral advisor issues his opinion to the parties, members of the senior management shall meet again in an attempt to resolve the dispute.
  - vii. Either party may resort to judicial proceeding if (a) the good faith attempts to resolve the dispute stated in Paragraphs a, c, and e (6) are unsuccessful or (b) interim resort to court is necessary to prevent irreparable injury to a party or to third parties. In lieu of resorting to judicial proceedings, the parties may mutually agree to have the complaining party proceed to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining.

#### 18. HOLD HARMLESS

The Contractor agrees to indemnify and save harmless the Town of Mansfield, its agents and employees, from and against all loss or expense (including costs of attorney fees) arising out of, or resulting from, the performance of the work by reason or liability imposed by law upon the Town of Mansfield, its agents, and employees, for damages

because of bodily injury, including death at any time resulting there from, sustained by any person or persons (including employees of the Contractor) or on account of damage to property, including loss of use thereof, whether such injuries or damages are caused in whole or in part of the Town of Mansfield, its agents and employees, or otherwise.

19. SUBCONTRACTORS

Subcontract work, if and when provided, shall be subject to all provisions of this Contract.

Insurance Certificates for Subcontractors shall be provided prior to Contract execution and will follow all insurance certificate provisions as outlined in section #16 of this contract. The Contractor is solely responsible to the Town, and all payments will be made to the Contractor.

The Contractor is responsible for, and shall be liable for, any and all irregularities by the Subcontractor.

All Subcontractors must receive prior approval by the Manager of Operations.

20. PAYMENT

Contractor to provide monthly invoices with specific breakdowns of each storm worked, including dates, hours, vehicles, and personnel information. Contractor shall be responsible to direct invoices to the appropriate Public Works Department Highway Operations Division.

## **PROPOSAL**

The Contractor declares that he had carefully examined the above Specifications and form of Contract and the site of the work and he proposes and agrees that, if this Proposal is accepted, he will contract with the Town in accordance with the copy of the Contract Documents; this Proposal form and above Specifications being part of and included in a copy of said documents, to provide all necessary equipment and services to do all the work as specified in the Contract in the manner therein prescribed, and that he will take in full payment for the work, the unit or lump sum price applicable to that stated in the schedule below.

Prices: All prices must be written in ink, in words as well as figures, for the entire proposal.

Vehicles: Contractor may propose 1 or more vehicles.

Term: This is a one year contract which may be extended with up to two additional one year extensions for a possible three year total, at the submitted rates, at the Town's sole discretion.

Default: The Failure by the Contractor to comply with any of the above listed items and Specifications will constitute an "Event of Default."

Termination: Upon an Event of Default, or if the Town otherwise determines that Contractor's performance to date is unsatisfactory, the Town reserves the right to cancel the Contract upon 15 days written notice to the address provided on the Invitation to Bid Form.

Proposal of \_\_\_\_\_, hereinafter called  
 “Bidder”, organized and existing under the laws of the State of \_\_\_\_\_, doing  
 business as \_\_\_\_\_ (insert “a corporation” or  
 “a partnership” or “an individual” as applicable).

To the Town of Mansfield, Director of Finance, hereinafter referred to as “Town”.

Gentlemen/ladies:

The bidder in compliance with your request for bids for the 2015/2016, 2016/2017, and 2016/2017 Snow Hauling and Removal Contract, having examined the specifications with related documents, and being familiar with all the conditions surrounding the furnishing of the proposed services, hereby proposes to furnish the services as specified within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in furnishing these items as required in the specifications.

The prices below shall include all fuel, equipment and labor, repairs, transportation costs, overhead, profit, insurance, etc. to furnish the items of the kind called for.

1.	Preferred Vehicle	Tri-Axles – snow hauling service only		
		Unit	2015/2016	2016/2017
Hourly Rate	EA	\$	\$	\$
			<i>GVWR (lbs)</i>	
			<i>Vehicles (#)</i>	
			<i>Power Port Equipped (#)</i>	

2.	Preferred Vehicle	Snow Blower/Thrower		
		Unit	2015/2016	2016/2017
Hourly Rate	EA	\$	\$	\$
<i>Specify equipment size, loader, self-propelled</i>				
			<i>GVWR (lbs)</i>	
			<i>Power Port equipped (#)</i>	

<b>3.</b>	<b>Vehicle</b>	<b>Articulated Loader/Combination Loaders</b>		
	<b>Unit</b>	<b>2015/2016</b>	<b>2016/2017</b>	<b>2017/2018</b>
Hourly Rate	EA	\$	\$	\$
<i>Specify equipment size, bucket size and/or plow (#)</i>				
			<i>GVWR (lbs)</i>	
			<i>Power Port Equipped (#)</i>	

<b>4.</b>	<b>Vehicle</b>	<b>Mini Loader</b>		
	<b>Unit</b>	<b>2015/2016</b>	<b>2016/2017</b>	<b>2017/2018</b>
Hourly Rate	EA	\$	\$	\$
<i>Specify equipment size, bucket size and/or plow</i>				
			<i>GVWR (lbs)</i>	
			<i>Power Port equipped (#)</i>	

<b>5.</b>	<b>Vehicle</b>	<b>Skid Steer</b>		
	<b>Unit</b>	<b>2015/2016</b>	<b>2016/2017</b>	<b>2017/2018</b>
Hourly Rate	EA	\$	\$	\$
<i>Specify equipment size, bucket size and/or plow</i>				
			<i>GVWR (lbs)</i>	
			<i>Power Port equipped</i>	

6.	Preferred Vehicle	(32,000 – 40,000 lbs. GVW) 2 - Axles		
		Unit	2015/2016	2016/2017
Hourly Rate	EA	\$	\$	\$
<i>Vehicles with Hydraulically Operated Power Angle Plows and Material Spreaders (#)</i>				
<i>GVWR (lbs)</i>				
<i>Power Port Equipped (#)</i>				

7.	Alternate Vehicle	(20,001 – 31,999 lbs. GVW) 2- Axles		
		Unit	2015/2016	2016/2017
Hourly Rate	EA	\$	\$	\$
<i>Vehicles with Hydraulically Operated Power Angle Plows and Material Spreaders (#)</i>				
<i>GVWR (lbs)</i>				
<i>Power Port Equipped</i>				

## **INSURANCE REQUIREMENTS**

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of Mansfield" (hereinafter called the "Town") shall include their respective officials, boards and commissions, officers, representatives, agents, servants, employees and volunteers.

The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the contract, including any and all extensions. Contractor shall assume any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned and payable under the required insurance.

### **A Minimum Scope and Limits of Insurance:**

The required insurance shall meet the minimum scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of the minimum scope and limits described in this exhibit shall not exclude the Town from additional limits and coverage provided under the Contractor's policies.

#### **1) Commercial General Liability:**

\$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

#### **2) Automobile Liability and Physical Damage Coverage:**

\$2,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorist coverage and \$1,000 medical payments. Policy shall include collision and comprehensive physical damage coverage.

#### **3) Umbrella Liability:**

\$1,000,000 per occurrence. All excess/umbrella policies shall be following form and list the existing underlying insurance policies. Excess/umbrella liability coverage may be included to meet minimum requirements.

#### **4) Workers' Compensation and Employer's Liability:**

Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut regarding Workers' Compensation, Connecticut Statutes Section 31-275 et seq., and that it shall remain in compliance for the duration of the contract. The Contractor



agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town of Mansfield Board of Education and their respective officials, boards and commissions, officers, representatives, agents, servants, employees and volunteers from all suits, claims, and actions arising from personal injuries to Contractor, their agents, representatives, employees or subcontractors, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

**5) Personal Property:**

"All risk" property insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors). All personal property of the Contractor and its agents are the sole risk of the Contractor. To the extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor, its agents, representatives, employees and/or subcontractors.

**B. Additional Insured Endorsement:**

All liability policies (with the exception of Worker's Compensation) shall include the Town of Mansfield and their respective officials, boards and commissions, officers, representatives, agents, servants, employees and volunteers as an Additional Insured. The policy shall not contain any special limitations on the scope of protection afforded to the Town. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.

**C. Acceptability of Insurers:**

Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Risk Manager.

**D. Subcontractors:**

All subcontractors are required to comply with all the insurance requirements stated herein. The Contractor shall include all subcontractors as an Insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

**E. Waiver of Subrogation:**

All required insurance policies shall include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, the Contractor agrees it shall not have any right of recovery against the Town.

F. Claims-Made Form:

When insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each policy expiration.

G. Aggregate Limits:

When a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. The certificate of insurance shall state the aggregate limits. The Contractor shall notify the Town with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. When the aggregate limit is eroded, the Contractor shall reinstate or purchase additional limits to meet the minimum limit requirements at the Contractor's expense.

H. Deductibles and Self-Insured Retentions:

The certificate of insurance shall declare the deductibles and/or self-insured retentions for all required policies. The Contractor shall assume all costs related to the all deductibles or self-insured retentions.

I. Notice of Cancellation or Nonrenewal:

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after prior written notice has been given to the Town in compliance with Connecticut statutes Sec.38a-323 and Sec.38a-324.

J. Other Insurance Provisions:

- 1) Contractor's insurance coverage shall be primary and non-contributory with respect to the Town. Any Town insurance or self-insurance shall be excess of the Contractor's insurance and shall not contribute with it.
- 2) Required policies shall not contain any special limitations on the scope of protection afforded to the Town.
- 3) Required policies shall state that the insurance coverage shall apply separately to each insured against whom a claim is made or suit is brought.
- 4) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.

K. Verification of Coverage:

The Contractor shall provide the Town with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person

authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Town of Mansfield, Town Manager's Office, attention Maria Capriola.

L Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain the required insurance, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

\_\_\_\_\_  
Initials/ Contractor

\_\_\_\_\_  
Initials Town of Mansfield

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date