

TOWN OF SIMSBURY

**DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070**

INVITATION TO BID

FOR

Snow Plowing Municipal Parking Lots

The Town of Simsbury is soliciting bids for SNOW PLOWING MUNICIPAL PARKING LOTS. The scope of work is to include furnishing all labor, materials, equipment necessary for the timely snow removal in three large municipal parking lots located adjacent to Iron Horse Boulevard in Simsbury for the winter season of 2022 - 2023.

Sealed proposals will be accepted by Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 a.m., NOVEMBER 10, 2022.

Specifications and bidding documents may be obtained electronically via the Town's web site at the following link: www.simsbury-ct.gov/public-bids-and-rfp. Bid documents will not be mailed or faxed.

**STANDARD INSTRUCTIONS TO BIDDERS
SNOW PLOWING MUNICIPAL PARKING LOTS
SIMSBURY 06070**

1. Project Overview:

The Town of Simsbury is requesting proposals for snow plowing in the Town of Simsbury parking lots, which are located between Phelps Lane and Drake Hill Road. The work does not include plowing of the extensions of Phelps Lane, Wilcox Street, Jim Gallagher Way or Iron Horse Boulevard.

The scope of work for this project includes furnishing all labor, and equipment required to complete the project as specified.

2. Key Event Dates:

Invitation to Bid Issued	October 27, 2022
Pre-Bid Conference	NA
Bids Due	November 10, 2022
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

3. Bid Submission Instructions:

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Bid for Town of Simsbury – SNOW PLOWING MUNICIPAL PARKING LOTS". If forwarded by mail or courier, the sealed envelope must be addressed to "Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the office of the Director of Finance prior to 10 a.m., NOVEMBER 10, 2022. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.
- B. Ditto marks or words such as "SAME" must not be used for the bid to be considered.
- C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.

- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.
- H. The price shall include all equipment, labor and related work to complete the snow plowing. Lots may be awarded all to one contractor or may be divided among various contractors, in the best interest of the Town. Term of the contract is 2 year, with the option upon mutual agreement for two 1 year extensions.

4. Questions:

Any questions about this project should be directed to: Mr. Thomas Roy, Director of Public Works/ Town Engineer by fax (860) 408-5416, or by mail Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective bidders. Such addenda will become part of this Invitation to Bid and the resulting contract. At least two (2) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.simsbury-ct.gov/finance/pages/public-bids-and-rfp. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

5. Presumption of Bidder Being Fully Informed:

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

6. Pre-Bid Conference:

There is no pre-bid conference scheduled for this invitation to bid. Respondents are encouraged to review sites on their own.

7. Interpretation of Acceptable Work:

The specifications, bid and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. The Town will issue any substantive changes or interpretations in writing as an addendum.

8. Tax Exemptions:

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax-exempt forms will be provided to the successful bidder(s) as part of the contract award process.

9. Insurance Requirements:

The Contractor must carry the following types of insurance under which the Town is named as an additional insured on a primary and non-contributory basis, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

A. Workman's Compensation, as required by Connecticut State Statute.
Employer's Liability: at least \$100,000 per employee/ \$1,000,000 per incident, and \$1,000,000 per policy.

Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$2,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

B. Automobile (including owned, hired, non-owned) and Truck (Vehicular) Public Liability, Bodily Injury Liability, and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

C. Excess Liability Insurance. The CONTRACTOR shall maintain excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than:

Excess Liability:	\$5,000,000
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Insurance under B, and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for at least twenty-four (24) months after acceptance of the project by the Town.

The Town of Simsbury shall be named as additional insured on the general liability, umbrella liability and automobile liability policies. A waiver of subrogation is required in favor of the Town of Simsbury on all insurance policies, including workers' compensation.

Subcontractors must carry A, B and C in at least the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

NOTE: Coverage under "B" shall include XCU coverage as necessary, Collapse and Underground shall be provided for ALL Contracts. Explosion will be provided if specified, or prior to any blasting being performed under the Contract.

Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town of Simsbury from and against all claims, bodily injury and property damage, judgments and expenses, including attorney fees that arise from and are alleged to arise from the performance of this Agreement. This provision shall survive termination of this Agreement.

10. Substitution for Name Brands:

~~Should brand name items appear in this bid, the bidder must attach specifications for any substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.~~

11. Awarding the Bid:

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

13. Rejection and/or Cancellation of Bids:

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

14. Delivery Arrangements: Not applicable

15. Bid Bond: Not applicable

16. Performance Bond: Not applicable

17. W-9 Form

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

18. Submittals:

~~The Bidder shall, as soon as practicable, but not exceed fifteen (15) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:~~

~~A. — Designation of the Work to be performed by the Contractor's own forces~~

19. Agreement Documents:

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- Any Addenda, if issued

END OF STANDARD INSTRUCTION TO BIDDERS

BID FORM
SNOW PLOWING MUNICIPAL PARKING LOTS

Pursuant to and in compliance with the "Invitation to Bid" and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, and anything else reasonably necessary to complete all work per the attached specifications.
- If awarded this Contract, we will execute a Contract with the Town of Simsbury, Owner of the properties.

In submitting this BID, the BIDDER acknowledges that:

1. Each lump sum price includes all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER'S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

Submitted By: _____
*Company**Phone*

*Street**City**Zip*

Authorized Signature: _____
*Signature**Printed Name*

BID FORM
SNOW PLOWING MUNICIPAL PARKING LOTS

IRON HORSE COMMUTER LOT- Approximate 190 spaces, including Bus Shelter

Located between Jim Gallagher Way and Drake Hill Road.

<u>Size Storm</u>	<u>\$/Storm</u>
▪ 1" to 4"	_____
▪ 4" to 10"	_____
▪ 10" to 15"	_____
▪ 15" +	_____

IRON HORSE COMMERCIAL LOTS- Approximate 210 spaces

Located in two lots between Phelps Lane and Jim Gallagher Way

<u>Size Storm</u>	<u>\$/Storm</u>
▪ 1" to 4"	_____
▪ 4" to 10"	_____
▪ 10" to 15"	_____
▪ 15" +	_____

Submitted By: _____
Company *Phone*

Street *City* *Zip*

Authorized Signature: _____
Signature *Printed Name*

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of

_____, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of

_____, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This Bid must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: _____
2. Bidder's Tax Identification Number: _____
3. What year was company organized/formed? _____
4. How many years has the BIDDER been engaged in business under the present firm or trade name? _____
5. What is the general character or type of work you perform? _____

6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? _____

If yes, explain with whom and why: _____

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

NOTE: The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: ____pages.
9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: _____pages

NOTE: If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.

PROPOSED SUBCONTRACTORS

BIDDER intends to utilize the following subcontractors on this project:

If none, write "None" here: _____

<u>NAME AND ADDRESS OF SUBCONTRACTOR</u>	<u>DESCRIPTION OF WORK:</u>
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1.	_____
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2.	_____
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3.	_____
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4.	_____
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5.	_____
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6.	_____
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NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID.
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Simsbury or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

(Name of Bidder)

Subscribed and sworn to before me this
_____ day of _____, 2022

Title
My Commission expires _____, 20__

TOWN OF SIMSBURY

**Acknowledgement Form
and
Charter Section 1103
Code of the Town of Simsbury**

ACKNOWLEDGEMENT FORM

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST
SECTION 1103**

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

Signature

Name (Please Print)

Date

A copy of the Town Code is available from the Office of the Town Clerk or is available on line at
http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf

**STATEMENT OF BIDDERS COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has _____ has not _____ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this
_____ day of _____, 2022

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

SNOW PLOWING MUNICIPAL PARKING LOTS
GENERAL SPECIFICATIONS FOR WORK

A. Scope of Work

For any snow fall totaling over 1 inch, the contractor shall plow all snow from the spaces and isles. For any storm that begins during daytime hours or begins during the night, and when snow fall exceeds 1 inch, the commuter lot shall be completely plowed by 6:30 a.m. and the other lots shall be completely plowed by 8:00 a.m. If snow again accumulates above 1", after plowing, the replowing shall be considered a second storm. All snow accumulations will be based on Bradley Field Report.

Contractors are expected to monitor the weather and self-dispatch to remove snow accumulations. Contractors can call the Simsbury Highway Superintendent if there are any questions on the need for plowing specific storms.

The Contractor shall supply and install wood plow guide stakes at the corners of all islands and edges of pavement.

Insurance shall be provided by the Contractor in the amounts shown on the attached sheet. All truck and equipment operators shall be properly licensed, including CDL's where required by state law.

DAMAGES

The Contractor shall replace any curbs and plantings damaged during plowing operations. The Town may withhold payment and/or terminate the contract if damage occurs. Snow shall not be stacked on plantings; edge parking spaces may be used to stack snow.

It is recommended that contractors photograph /document any damage before the plowing season.

The Town will salt lots and keep aisles plowed when the lots are being used.

B. Measurement and Payment

PRICE PER STORM

Prices shall be provided for each lot, on the attached sheet, for the following storms:

- 1" to 4"
- 4" to 10"
- 10" to 15"
- 15" +

END OF SECTION



Town of Simsbury, Connecticut
Geographic & Property Information Application

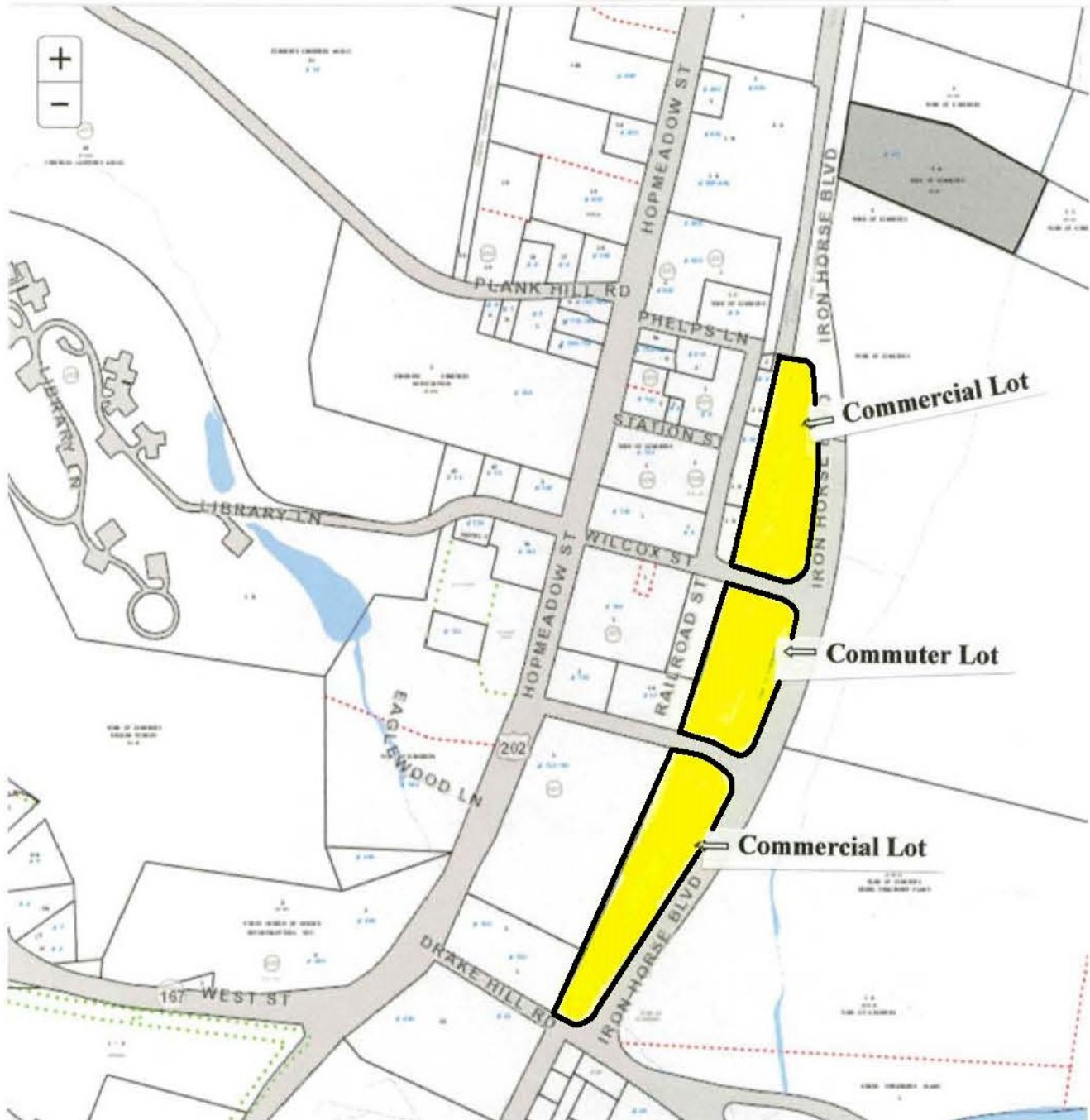
Full Town View

Reset Map

Search

Print Map

Map Layer



Full Extent

Zoom In

Zoom Out

Prev Extent

Next Extent

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Parcel Information

Simple Mea

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