



City of Meriden, Connecticut

Purchasing Department

Invitation to Bid

For

Snow/Ice Clearing and Related Equipment

Meriden, CT

B021-12

Proposals Due: October 29, 2020 @ 11:00 A.M.

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

**B021-12 SNOW/ICE CLEARING AND HAULING AND RELATED EQUIPMENT
VARIOUS DEPARTMENTS**

The City of Meriden seeks the services of a contractor(s) to remove snow and ice during winter storms. The contractor(s) will be called out in emergency situations or when the snow/ice is beyond what the City can normally remove on its own.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (www.biznet.ct.gov). Bids will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, eastern standard time on October 29, 2020** at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw its bid within sixty (60) days of the date of the bid opening.

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

Adam B. Tulin
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: October 13, 2020

CITY OF MERIDEN, CONNECTICUT

B021-12 – SNOW/ICE REMOVAL AND RELATED EQUIPMENT

INFORMATION TO BIDDERS

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached proposal bid forms. Bids will be received by the City of Meriden's Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until 11:00 a.m. on October 29, 2020 and thereafter immediately read in public (the "bid opening").

2. BIDS

Bids are to be submitted on the attached proposal forms. Please submit two copies of the proposal forms and Bidder's Qualification Statement. One shall be an original and one can be a copy.

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.

- a. Bids must be made out and signed in the corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the Bidder's name and address in the upper left hand corner and the words "BID DOCUMENT - B021-12 Snow/Ice Removal and Related Equipment be opened at 11:00 a.m." in the lower left hand corner.
- c. Bids received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of bids received later than the date and time set forth in the bid opening will not be considered.
- e. All prices must be in ink or typewritten. In the event of a bidder's mathematical error in tabulating any bid prices, *the written unit prices shall govern.*

3. BIDDER QUALIFICATIONS

Bidders will be required to fill out, and include as part of its bid, any attached Bidder's Qualification Statement.

In determining the qualifications of a bidder, the City of Meriden will consider the bidder's record of performance in any prior contracts for construction work. The City of Meriden expressly reserves the right to reject a bid if the bidder's historical performance, in the sole opinion of the City of Meriden, has been unsatisfactory in any manner or if the bidder has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, suppliers, or employees.

4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the bidder may familiarize itself with all of the existing requirements, conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any bid document obtained from any other source other than from the City of Meriden.

Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of bids, not later than three (3) days prior to the date fixed for the opening of bids. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such addenda shall not relieve any bidder from any obligations under its bid as submitted.

Any questions about the bid document must be submitted in writing via email to meridenpurchasing@meridenct.gov. Any other format of question will not be answered.

5. BIDS TO REMAIN OPEN

No bidder may withdraw its bid within sixty (60) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the successful bidder.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the bid which, by the Purchasing Officer's judgment and recommendation from the Engineering Department following bid evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. BID PROTEST PROCEDURE

In the event that any bidder wishes to protest the potential award of a bid, or any procedure of act in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefore and request a conference with respect thereto. Said protest must be received in the City Purchasing Office within **FIVE (5)** business days after the delivery of bid results or decisions. A conference with respect to said protest shall be scheduled by the Purchasing Officer forthwith and shall be attended by him or his designee and such other persons as the Purchasing Officer and the City Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of dispute. The City shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting bidder forthwith. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

8. CITY OF MERIDEN, LOCAL PREFERENCE

In determining the lowest responsible bidder, the Purchasing Department shall also consider Local Preference.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

Bidders are specifically advised that the City of Meriden has adopted Section 3-14 of the Code of the City of Meriden which requires, but is not limited to, a local preference requiring, in part, that a "City-based business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City-based business" unless evidence has been submitted, satisfactory to the Purchasing Department, with each bid (forms included in bidding documents) to establish that the bidder has a bona fide principal place of business, operates out of, or pays property taxes on personal property in the City of Meriden.

Any City-based business bidder which has submitted a bid not more than ten (10) percent higher than the low bid provided such City-based business bidder agrees to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than next business day following the opening of the bid. For example, a bid opened at 11:00 a.m. on a Monday must be accepted by the City-based bidder no later than 11:00 a.m. on Tuesday. If more than one City-based business bidder has submitted bids not more than ten (10) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be one of the City-based business bidders which has submitted the lowest bid.

Bidders claiming status under the local preference are hereby required to submit with its bid an additional form, titled "Request for Status as a Meriden Based Business."

9. EXTENSION OF AGREEMENT

Thirty (30) days prior to the expiration of the resulting contract, the parties may, by mutual agreement, extend the contract for up to three (3) additional one (1) year terms. Any extension must be in writing, executed by both parties.

10. TIME

Inasmuch as the contract concerns a public improvement, the provisions of the contract relating to the time of performance and completion of the work are of the essence of the contract. Accordingly, the successful bidder/contractor ("Contractor") shall begin work on the day specified in paragraph 2.04 of the General Conditions and shall perform the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See paragraph 10 entitled "Liquidated Damages" of the Agreement between City of Meriden, as owner, and the Contractor.

11. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the Contractor shall work full-time until completion of the Contract.

12. TAXES

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption certificates will be furnished to the successful bidder.

13. FAIR EMPLOYMENT PRACTICES

The Contractor shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

14. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The Agreement for the work will be written on the Agreement between City of Meriden and Contractor, wherein the basis of payment is a stipulated sum.

15. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.

16. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT BIDS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

17. NON-COLLUSION BID STATEMENT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Bid Statement, to the effect that the bidder has not colluded with any other person, firm, or corporation in the submission of the bid.

18. SOIL CONDITIONS

The City of Meriden does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Meriden represent that the plans and specifications drawn are based upon any soil data so obtained.

The City of Meriden does not make any representations as to the soil data so obtained. The City of Meriden does not make any representations as to the soil conditions to be encountered or as to foundation materials.

19. AWARD IN CASE OF A TIE - N/A

20. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

21. PERMITS

The Contractor shall be responsible for obtaining any and all necessary permits required by the City of Meriden prior to the commencement of work. The Contractor may contact the City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018.

22. BID PRICE AND PAYMENT

The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the bid price.

The City of Meriden, unless stated otherwise in the bidding documents or Contract, will make payment to the Contractor not less than thirty (30) days following completion of services.

23. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the Contractor shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the Contractor or release Contractor from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

24. INSURANCE

The successful bidder shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

25. CITY HALL CLOSING

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

GENERAL INSTRUCTIONS AND CONDITIONS

B021-12

For: SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT

For: Various Departments

Sealed bids, subject to the general instructions, conditions and specifications as provided, will be received by the Purchasing Officer of the City of Meriden, 142 East Main St., Rm. 210, City Hall, Meriden, CT until: October 29, 2020, at 11:00 AM prevailing local time, and thereafter immediately opened and read in public.

1. PROPOSALS:

Proposals are to be submitted on the attached proposal forms. They must be submitted in a sealed envelope with a surety in the amount stipulated in the Invitation to Bid. When a Certified Check is the surety required only the following will be accepted: Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check.

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY
OTHER THAN THOSE SPECIFIED.

The sealed envelope must have the Bidder's name and address in the upper left-hand corner and the words "BID DOCUMENT"

For: B021-12 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT

To be opened on October 29, 2020 at 11:00 AM in the lower left hand corner.

Bids must be made out and signed in the corporate or other, name of Bidder, and must be fully and properly executed by an authorized person.

Bids received later than the time and date specified will not be considered.

Amendments to or withdrawal of bids received later than the time and date set for the bid opening will not be considered.

All spaces must be filled in with figures or words or your bid may be automatically rejected.

Bidders or their representatives may be present at the bid opening.

2. PRICE:

Prices bid must include delivery without extra compensation.

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3. TAXES:

The City of Meriden is exempt from the payment of all excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, such taxes should not be included in the bid price.

Exemption Certificates will be furnished, upon request, to the successful bidder.

4. AWARD:

The Purchasing Officer reserves the right to make an award on the bid which, by the Officer's judgment and recommendation from the:

Director of Public Works or his designated representative following bid evaluations best meet the specifications and is deemed to be in the best interest of the City of Meriden.

The Purchasing Officer, upon the recommendation from the:

Director of Public Works or his designated representative further reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if, in their judgment, the best interest of the City of Meriden will be so served.

5. DELIVERY OR LOCATION:

See Specifications.

6. GUARANTEE OR OTHER:

Insurance as required in the Insurance Requirements section.

7. ADDITIONAL INFORMATION:

For additional information contact:

City of Meriden Purchasing Department, Meriden, CT 06450 at (203) 630-4115.

All questions should be sent to: meridenpurchasing@meridenct.gov.

Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website (www.meridenct.gov) for updates regarding this bid.

END OF GENERAL INSTRUCTIONS AND CONDITIONS

**SPECIAL INSTRUCTIONS FOR B021-12
SNOW/ICE CLEARING AND HAULING AND RELATED EQUIPMENT**

The prices provided for Snow Removal will be utilized for any City emergencies, such as tornadoes, hurricanes, severe ice storms, etc., and will be included in the City's Emergency Response Program under the direction of the City Manager and/or the Emergency Operations' Officers.

Bidders are encouraged to offer as much equipment as possible, as the City from time to time utilizes the prices offered in this bid, and elsewhere, in seeking Contractors. On the Proposal Pages, you must list the Plate Number and corresponding VIN of each vehicle being offered for service. The City reserves the right to request your vehicle registration to verify this information. No vehicle will be awarded unless the Plate number and corresponding VIN and insurance policy covers said vehicle at time of award.

The City reserves the right to contract separately work expected to exceed \$25,000.00.

All prices bid shall be the price per hour and shall include the equipment complete (including fuel) with operator (where indicated).

The City will pay one (1) guarantee of \$2,500.00 per Contractor (regardless of how many vehicles are bid for Section "A" only) who accepts to plow snow for **SECTION "A" ONLY**— two-axle dump truck with **4-way power angle plow, sander, and operator and fuel** with a minimum gross vehicle weight of 28,000 lbs. This one-time guarantee is in case of no snow or other adverse weather when the City requires additional help and will be given only to those Contractors who were sent a Notice of Award and have executed a contract with the City of Meriden. If it does snow, but you earn less than \$2,500.00, the City will pay you the difference between what you earned and the \$2,500.00. This stipulation is per Contractor, not per vehicle. Invoices requesting this \$2,500.00 guarantee must be sent to the City prior April 30, 2021.

PLEASE NOTE: If however, you are called out to plow for a storm or other adverse weather conditions and you decline the work, you will automatically forfeit the \$2,500.00 guarantee.

While awards will be based on price per hour, other criteria (in no particular order) will also be taken into consideration, including the following:

- 1) Type, size and condition of vehicles.
- 2) Number of trucks available to the City.
- 3) Other types of equipment available for City use.
- 4) Snow plowing and operating experience of the driver.
- 5) Residence or Business located in the City of Meriden.
- 6) Ability to obtain and maintain the insurance coverage required by the City for the duration of the contract period.

PLEASE NOTE:

If you receive a Notice of Award, it means the City has accepted your bid, IT IS **NOT** A GUARANTEE OF WORK. Contractors may be called in if there is a snow/ice event greater than twelve (12) inches.

All Contractors working for the City of Meriden must have City decals on all vehicles at all times. The decals will be supplied by the City at no cost to the Contractor.

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CDL Licenses:

Upon Award, the Contractor shall provide proof that their drivers have successfully passed a CDL drug test and a medical card (both of which shall remain valid for the duration of the contract period), if operating a vehicle(s) that requires a Commercial Driver's License utilized in this bid. This list shall be kept current for the duration of this contract, and it is the responsibility of the Contractor to notify the City of Meriden of any changes (additions or deletions) to that list.

END OF SPECIAL INSTRUCTIONS

**GENERAL REQUIREMENTS FOR B021-12
SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT**

These General Requirements apply to every section of this Bid.

The main purpose of this Bid is to obtain the price for each item listed. Said price shall be inclusive for personnel (operator -where indicated), equipment, fuel, etc.

All payments shall be made on straight time basis ONLY. See invoicing below.

The City reserves the right to determine the efficiency of the Contractor's performance and may terminate the work, and/or substitute with the City's forces or other contracted forces to complete the work, if it is in the City's best interest.

A Notice of Award will be sent to all successful Contractors, which will be conditional upon you furnishing **and maintaining** to the City of Meriden a Certificate of Insurance naming the City of Meriden as ADDITIONAL INSURED for all policies excluding Worker's Compensation for the duration of the contract period. The coverage and limits are located in the Insurance Requirements section of this Bid. If you are not required to carry Workers' Compensation by applicable laws, the Contractor must submit a letter in writing to that effect.

NOTE: Per the Automobile Coverage, of the Insurance Requirements for Automobile requires coverage for "Any automobile". In lieu of the policy covering any vehicle registered to your company, the Contractor may request that the City inspect specific vehicles bid for the compliance, verification of VIN & plate number, inspect the general condition of the vehicle and will issue a decal to be affixed to the driver's side door of said insured and inspected vehicle. The City reserves the right to inspect any Contractor's vehicles during the contract period. If any vehicle is found to be in violation of the VIN verification & plate number or decal policies, the City will cease the use of your services immediately and it is understood that the Contractor has forfeited payment for services rendered by the vehicle without a verified VIN, verified plate number or decal. Also, the Contractor will forfeit the \$2,500.00 guarantee of work (if applicable) and your entire contract may be terminated. Invoices requesting this \$2,500.00 guarantee must be sent to the City prior April 30, 2021.

On the Proposal Pages, you must list the Plate Number & VIN of each vehicle.

All drivers must call in to the City operations center approximately once every hour, either by phone or by radio. Failure to do so will lead the City to believe that your vehicle is not operating.

Minimum Specifications:

1. The City will furnish, load and provide salt, other de-icing and screened or surface stabilizing material to the Contractor, when the service is requested and authorized by the City.
2. No work will start until authorized by the Director of Public Works or his authorized representative. The authorized representative will coordinate the Contractor's snow and ice work from a Public Works location designated by the City.

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Minimum Specifications – Continued:

3. The Contractor will be paid hourly. The Contractor shall fully cooperate in performing the work in a timely and effective fashion. Invoices shall show dates, times, equipment utilized and hours worked times the rate bid. **Lump sum invoices are not acceptable.** Invoices are required to be submitted within 14 calendar days after date of service. All invoices shall have the bid number and a valid purchase order listed.

Invoices shall be submitted to: Director of Public Works
142 East Main Street, Room 19
Meriden, CT 06450

4. The City shall inspect the equipment/vehicle being offered for bid to determine its readiness and state of repair. If the City decides the equipment/vehicle is not satisfactory for use, no award will be made. The Director of Public Works, or his designated representative's decision is final. The City also reserves the right to inspect, at any time, the Contractor's facilities and equipment/vehicle during the contract period to determine continued availability, state of repair and readiness of any equipment/vehicle awarded. If the City decides a piece of equipment/vehicle is not satisfactory for use, the item will be eliminated from the list of awarded equipment. The Director of Public Works, or his designated representative's decision is final.
5. The Contractor shall utilize equipment, staff and practices to not harm the City facilities involved in the work. The Contractor and his workers shall, at all times, protect the public safety and private property in proximity to the work or any liability directly relating to negligence. Any damage, dangerous condition or problem shall be immediately reported to the Department of Public Works contact person. Failure to do so could result in revocation of the contract or other actions.
6. It shall be the City's sole discretion when a Contractor is authorized to work.
7. The City will determine the acceptability of the quality of work performed. If the work is of unacceptable quality, the City may request the Contractor to perform additional work on that part of the facilities, without additional compensation, may retain a portion of the payment or if the Contractor is unwilling to correct the problem, the City may utilize other resources to perform the work with a deduction of the expenses from the amount owed the Contractor.
8. The Contractor shall be knowledgeable of all relevant safety practices, laws and regulations and ensure compliance.
9. The price bid shall be valid from **date of the Notice of Award** until **June 30, 2021**.
10. The Contractor shall fully cooperate with the Director of Public Works, or his designated representative and accept all requests and orders unless they would, in some way, jeopardize the Contractor's workers or the general public.
11. The bid price for each item shall constitute the entire payment for the service performed, including but not limited to all labor, equipment, fuel, tools, and materials to perform the work, or related thereto. An exception to this is that the City will provide salt and/or sand to the Contractor for Snow/Ice removed.
12. The Contractor shall be required to attend meetings and provide paperwork regarding the work as determined by the City.

13. The work may not be assigned or subcontracted without the express written approval of the City.
14. The bidder shall provide documentation of his experience, manpower and equipment available with his bid.
15. Although the specification requires machine applied salt, there may be certain situations or locations that may require hand application. If there is a need for hand application, there will be no additional payment above the approved bid prices, unless specifically authorized by the Director of Public Works, or his designated representative.
16. The Director of Public Works, or his designated representative shall, when required, determine the suitability of equipment for the specific work.
17. The Contractor shall be available to be contacted by telephone 24 hours a day, 7 days a week. The Contractor shall complete the Phone Number page preceding the Proposal Pages and submit that with their bid. This information will be used by the City when they call the Contractor(s) for work. The Contractor agrees that the City work contained herein shall take priority over other work and once contacted, the **Contractor will work exclusively on the City's work noted herein**. If you are called by the Director of Public Works or his designated representative two (2) times and you fail to perform, as bid, you will be required to meet with City representatives to discuss bid performance. If you are called by the Director of Public Works or his designated representative three (3) times and you fail to perform as bid, the City reserves the right to not utilize your equipment for the duration of your bid. We will then call the next Contractor on the list to offer them the work.
18. The term "snow clearing" refers to snow/ice, combined, as is usually the case, or separately as the case may be.
19. All work shall, at all times, be performed in a neat and professional manner.
20. In most cases, the snow and/or ice removed or cleared may be stored adjacent to the work area however, the Contractor is cautioned that there may be instances or locations that require the removal of the material off-site. In the event that there is a need to remove material off-site, and such work is specifically authorized by the City, the Contractor will be paid the hourly rate for the ITEM C) Tri-Axle and Tandem Trucks with Operators (where applicable" for Hauling (Minimum Gross Vehicle Weight = 28,000 lbs.)". The City shall determine the location of the disposal area.
21. Any apparent errors, duplication or omissions in the specifications or the definition of the work shall be immediately brought to the attention of the City.
22. The City will furnish each contracted driver a radio that is compatible with the City's digital radio system. This radio will be used to communicate and coordinate work with each driver. This radio is GPS enabled. The radio shall be returned to the City upon completion of the assigned task. Failure to return the radio will result in the City charging the Contractor \$1,000.00 for its replacement. Each furnished vehicle is required to have a plug in connection, similar to those used for cell phone chargers in order to use the radio. Failure to do so, will result in the City turning this vehicle and operator away and will require the Contractor to furnish a similar vehicle that meets the specifications for the respective section, and was included in the Contractor's bid.

23. The City reserves the right to inspect all vehicles the Contractor is proposing to user prior to issuing approval for use of the equipment.
24. The Contractor shall provide written documentation that the sanders have been calibrated to ensure the most effective use of supplied product.

END OF GENERAL REQUIREMENTS

CITY OF MERIDEN, CONNECTICUT

B021-12 – SNOW/ICE REMOVAL AND RELATED EQUIPMENT

REQUEST FOR STATUS AS A MERIDEN-BASED BUSINESS

Bidders are specifically advised that the City of Meriden has adopted Section 3-14 of the Code of the City of Meriden which requires, but is not limited to, a local preference requiring, in part, that a “City-based business” shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a “City-based business” unless evidence satisfactory to the Purchasing Department has been submitted with each bid by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

Any City-based business bidder which has submitted a bid not more than ten (10%) percent higher than the low bid. Such City-based business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City based business bidder have submitted bids not more than ten (10%) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

The bidder may submit any additional information he/she desires that he/she feels establishes the company as a city based business, including but not limited to; evidence of ownership, a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

1) Name of Bidder: _____

2) Meriden Office Address: _____

3) Minority owned: Yes _____ No _____

- 4) The undersigned hereby authorizes and requests any persons, firms, or corporations to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Request for Status as a City Based Business.

Dated at: _____ this: _____ day of _____, 20 _____

Name of bidder: _____

By: _____

Title: _____

IF REQUESTING STATUS AS A MERIDEN-BASED BUSINESS, SUBMIT THIS FORM WITH YOUR PROPOSAL.

1. Minority owned business? _____ yes _____ no
2. Years organized. _____
3. Is your company a corporation _____ yes _____ no
If yes where incorporated? _____
4. How many years have you been engaged in business under your present firm name? _____
5. Former Firm Name (if any) _____
6. List total number of Personnel _____
7. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.)

8. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.

9. List the name and address of the more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:

10. General character of work performed by you _____

11. Have you ever failed to complete any contract awarded to you? If so, where and why?

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

**CONTACT NAMES AND PHONE NUMBER FOR B021-12
SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT**

This information will be used by the City when calling the Contractor to request service. The phone numbers will be called in the order they appear in Item C.

A) COMPANY NAME: _____

B) Name and title of person(s) directly responsible to accept work: _____

C) List the contact name, phone number and type of phone (i.e. business, cell, beeper, pager, etc.),
NOTE: The numbers will be called in this order:

1st call) Name: _____ Number: _____ Type of number: _____

2nd call) Name: _____ Number: _____ Type of number: _____

3rd call) Name: _____ Number: _____ Type of number: _____

4th call) Name: _____ Number: _____ Type of number: _____

Please list below, any additional information regarding the phone numbers:

THIS FORM SHALL BE SUBMITTED WITH BID AND UPDATED, AS NEEDED

**PROPOSAL
B021-12**

For:
SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT
For:
VARIOUS DEPARTMENTS

TO: Adam B. Tulin
Purchasing Officer
142 East Main Street, Room 210
Meriden, CT 06450-8022

Date of Opening: October 29, 2020
11:00 AM, Prevailing Local Time

The undersigned, _____, doing business in the City/Town of _____, in the

State of _____, submits herewith, in conformity with the general instructions, conditions and specifications the following:

SECTION A THROUGH H – EQUIPMENT WITH OPERATOR AND FUEL, AS SPECIFIED

SECTION and DESCRIPTION	MAKE/VIN #/PLATE #	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
A) Two-Axle Dump Truck w/ 4-Way Power Angle Plow, Sander, & Operator. Min. GVW: 28,000 lbs.							

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE “NO BID” UNDER DESCRIPTION

PROPOSAL FOR B021-12 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 2

CONTRACTOR NAME: _____

SECTION and DESCRIPTION MAKE/VIN #/PLATE # MODEL YEAR GVW Water Level Cap - C.Y. TRACK or RUBBER TIRE HOURLY RATE w/ Operator & Fuel

B) TRI-Axle Truck w/ 4-way Power Angle Plow Sander, -----
& operator: Min. GVW 28,000 lbs. -----

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IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B021-12 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 3

CONTRACTOR NAME: _____

SECTION and DESCRIPTION	MAKE/VIN #/PLATE #	MODEL	YEAR	GVW	Water Level Cap - C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
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C) Tri-axle trucks & tandem Trucks w/ Operator for Hauling & Dumping: Min. GVW 28,000 lbs.

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IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B021-12 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 4

CONTRACTOR NAME: _____
SECTION and DESCRIPTION MAKE/VIN #/PLATE # MODEL YEAR GVV Water Level TRACK or RUBBER TIRE HOURLY RATE
Cap - C.Y. w/ Operator & Fuel

↑	D) Pick-up truck w/ 4-way power angle plow and Operator: Min. GVW 1,500 lbs.								
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IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B021-12 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 5

CONTRACTOR NAME: _____

SECTION and DESCRIPTION	MAKE/VIN #/PLATE #	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
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E) One (1) Ton Dump Truck with 4 way Power Angle Plow, Sander and Operator, GVW 10,001 LBSS to 14,000 lbs.	_____ _____ _____						
_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B021-12 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 6

CONTRACTOR NAME: _____
SECTION and DESCRIPTION MAKE/VIN #/PLATE # MODEL YEAR GVV Water Level TRACK or RUBBER TIRE HOURLY RATE
w/ Operator & Fuel

SECTION and DESCRIPTION	MAKE/VIN #/PLATE #	MODEL	YEAR	GVV	Water Level	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
F) Vehicle Front-Mounted Snow Thrower With Operator							
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IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B021-12 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 7

CONTRACTOR NAME: _____

SECTION and

DESCRIPTION

MAKE/VIN #/PLATE #

MODEL

YEAR

GVW

Water Level

TRACK or

RUBBER TIRE

w/ Operator & Fuel

G) Front End Loader with
3 Cubic Yard Bucket,
With Operator



IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B021-12 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 8

CONTRACTOR NAME: _____

SECTION and
DESCRIPTION

MAKE

MODEL

YEAR

GVW

Water Level
Cap - C.Y.

TRACK or
RUBBER TIRE

HOURLY RATE
w/ Operator & Fuel

H) Snow-blower with Operator, min.

Size: 5 H.P.



IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

All prices must be in ink or type written. In the event of a bidder's mathematical error in tabulating any bid prices, *the written unit prices shall govern.*

PLEASE FILL OUT COMPLETELY:

Receipt of Addenda is acknowledged:

No.: _____ Dated: _____

No.: _____ Dated: _____

Name of Bidder: _____

Address: _____

_____ Zip Code _____

By: _____

(Please print or type) Title

Is your Company an MBE? Yes _____ or a DBE? Yes _____

Signature: _____

Dated: _____ Telephone: _____ Fax: _____ E-mail: _____

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected. Return this Proposal, attach the Non-Collusive Bid Statement, the Phone Number Page and where applicable, the Request for Status as a Meriden Based Business.

CITY OF MERIDEN, CONNECTICUT

B021-12 – Snow/Ice Removal and Related Equipment

AGREEMENT

This AGREEMENT, made as of this _____, 2020 by and between the City of Meriden (hereinafter the “City”) and _____ (hereinafter the “Contractor”).

WHEREAS, the City has issued a certain Invitation to Bid for Snow/Ice Removal and Related Equipment; and

WHEREAS, the Contractor is in the business of providing such services, is the successful bidder, and has been awarded this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT OF THE PARTIES: The City hereby contracts for and the Contractor hereby agrees to perform the work as stated in the minimum specifications as required by the City at the locations requested.
2. SCOPE OF SERVICES: As per the bid proposal documents, incorporated by reference herein.
3. TERM: This Agreement shall begin _____ and end _____, unless extended or terminated.
4. PAYMENT: The City shall pay the Contractor in accordance with the bid proposal documents, incorporated by reference herein. Work performed without authorization will not be paid for.
5. AUDITS: At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
6. INDEPENDENT CONTRACTOR: It is understood that the services of the Contractor shall be as an independent contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.

7. INDEMNIFICATION: Contractor shall indemnify and save harmless City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of City, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature including workers' compensation claims, of or by anyone in any way resulting from or arising out of the operations in connection with this Agreement, including operations of subcontractors and acts or omissions of employees or agents of contractor or his or her subcontractors. Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this Agreement. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for his/her/its proper protection in the prosecution of the work. Contractor agrees that will well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any way come against owner, or which may in any way result from carelessness or neglect of contractor or its agents, employees or workmen in any respect whatever.
8. INSURANCE: The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Meriden as an ADDITIONAL INSURED and with the types and limits stated in the insurance requirements section. The Contractor agrees to provide Certificates of Insurance as requested by the City.

The contractor and its subcontractors shall comply with the Workers' Compensation Act of the State of Connecticut and shall provide compensation insurance to protect the Contractor, its subcontractors, and the City from and against any and all workers' compensation claims arising from performance of the Work under the Agreement. The City shall be furnished, prior to undertaking any work, copies of the certificate or certificates evidencing such insurance to be in effect.

9. TERMINATION: The City or the Contractor shall have the right, without cause, to terminate this Agreement within fifteen (15) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said fifteen (15) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination.
10. BID PROPOSAL DOCUMENTS: The bid proposal documents are hereby incorporated by reference and made a part of this Agreement.
11. DEFECTIVE WORK: During a period of one year from and after the final acceptance of the work except as provided elsewhere in this Agreement, the Contractor shall, at its own expense, make all needed repairs or replacements due to defective work or materials which, in the judgment of the City, shall become necessary during this period. If within ten (10) days after the mailing of a written notice to the Contractor, or its agent, requesting repairs or replacement, the Contractor shall neglect to make or undertake with due diligence to make them, the City may make the repairs at the Contractor's expense; provided, however, that in

the case of emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to the Contractor, and the contractor shall pay the cost.

12. GUARANTEE: N/A
13. CLEAN UP: N/A
14. CHARTERS, LAWS, AND ORDINANCES: The Contractor shall at all times observe and comply with the provisions of the charter, ordinances and regulations of the City of Meriden and of state and federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the contractor, its subcontractors, or the subcontractors employees, agents or servants, engaged upon the work or affecting the materials supplied to or by them
15. CONTRACTOR'S DUTIES: The Contractor shall be responsible for the completion of the Work according to the bid proposal documents, and its responsibility shall not cease until the whole work contracted for is completed and accepted. The Contractor shall keep fully informed at all times regarding all details of the work. The Contractor shall be responsible for all delays that may result in failure to install the work in the proper manner and proper time. It shall carefully study and compare all drawings, specifications, and other instructions and shall immediately report to the City any error or omission which the Contractor may discover, and shall subsequently proceed with the work in accordance with the instructions from the City concerning the error or omission. The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work, organize the procurement of all the materials and equipment so that it will be available at the time they are needed for the work. The Contractor shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements of the contract documents. Any employee who is considered incompetent or careless in his or her work shall be removed on demand of the engineer and replaced by a competent person.
16. LIQUIDATED DAMAGES. N/A
17. BLUE PENCIL PROVISION: In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

CONTRACTOR:

_____ Date: _____

Duly Authorized

CITY OF MERIDEN:

_____ Date: _____

Timothy P. Coon, City Manager
Duly Authorized

As an Independent Contractor performing work and/or services for the City of Meriden, I acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Meriden under this contract. As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Compensation Act of the State of Connecticut. I agree to hold harmless the City of Meriden for any and all injuries or illness that I may sustain during the course of this contract. I hereby agree to notify the City of Meriden in writing, prior to hiring any person(s), full time or part time, to assist in this contract and to secure Workers' Compensation insurance prior to any person beginning work or assisting in the performance of work under this contract and that none of the work to be performed under this contract will be subcontracted to any other subcontractor or entity.

Sole Proprietor

Date

As a Contractor performing work and/or services for the City of Meriden, I acknowledge that I am a Single Member LLC and will not employ any person(s) in the work to be performed for the City of Meriden under this contract. As a Single Member LLC with no employees, I further acknowledge that I am not subject to the Workers' Compensation Act of the State of Connecticut. I agree to hold harmless the City of Meriden for any and all injuries or illness that I may sustain during the course of this contract. I hereby agree to notify the City of Meriden in writing, prior to hiring any person(s), full time or part time, to assist in this contract and to secure Workers' Compensation insurance prior to any employee beginning work or assisting in the performance of work under this contract and that none of the work under this contract will be subcontracted to any other subcontractor or entity.

Duly Authorized

Date

Insurance Requirements – Contractor

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Meriden as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"-VIII.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	• No Snow Removal Exclusion	
Auto Liability including Hired & Non Owned	Combined Single Limit	
	Each Accident	\$1,000,000
	• No Snow Removal Exclusion	
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

- Sole Proprietors, Single Member LLC's with no employees must sign the attached Waiver

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Meriden.

Insurance Requirements – Contractor

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Meriden as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"-VIII.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	• No Snow Removal Exclusion	
Auto Liability including Hired & Non Owned	Combined Single Limit	
	Each Accident	\$1,000,000
	• No Snow Removal Exclusion	
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

- Sole Proprietors, Single Member LLC's with no employees must sign the attached Waiver

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Meriden.