

INVITATION TO BID

**REGIONAL SCHOOL DISTRICT 8
85 WALL STREET
HEBRON, CONNECTICUT 06248**

September 3, 2019

**SEALED PROPOSAL WILL BE RECEIVED FOR
SNOW PLOWING SERVICES – REGIONAL SCHOOL DISTRICT 8**

**ANY INQUIRIES CONCERNING THE SPECIFICATIONS
SHOULD BE DIRECTED TO:**

**DIRECTOR OF FACILITIES
(860) 228-5311**

**BID DOCUMENTS CAN BE DOWNLOADED FROM REGION 8 WEBSITE:
WWW.RHAMSCHOOLS.ORG**

**Pre-Bid Conference (not mandatory)
Friday, September 13, 2019 at 8:30 AM**

**SEALED PROPOSALS MARKED “SNOW PLOWING BID” MUST BE RECEIVED IN
THE BUSINESS OFFICE NO LATER THAN 1:45 PM OCTOBER 2, 2019.**

Bid opening will be held at 2:00 P.M. On Wednesday, October 2, 2019

FACSIMILES OR EMAIL BID RESPONSES WILL NOT BE ACCEPTED.

Regional School District 8

BID TERMS AND CONDITIONS

1. INTRODUCTION

Regional School District 8 (the “District”) is seeking to secure a single source for snow removal and salting for the specified period from Nov 1, 2019 through June 30, 2024.

It is the intention of Regional School District 8 to select a Contractor to provide these services based on factors that include the comprehensiveness and quality of the bid, the experience of the Contractor, the costs submitted by the Contractor, and factors which, in the opinion of Regional School District 8, will lead to efficient, cost effective, and well maintained facilities. Price in and of itself will not necessarily be the deciding factor in awarding the contract.

This invitation to Bid will be publicly advertised.

2. PROPOSALS AND DUE DATE with PRE-BID CONFERENCE

2.1 Pre-Bid Conference (not mandatory) Friday, September 13, 2019 at 8:30 AM RHAM High School, 85 Wall Street, Hebron, CT 06248.

2.2 Sealed bids marked “**SNOW PLOWING Bid**” must be received in the Business Office by **2 p.m. on WEDNESDAY, October 2, 2019**. Bids shall be opened at that time.

2.3 It is the intention of Regional School District 8 to select a Vendor to provide these services based on factors which include the comprehensiveness and quality of the proposal, the experience of the Vendor, the costs submitted by the Vendor, and factors which, in the opinion of Regional School District 8, will lead to efficient, cost effective, and well maintained facilities. Price in and of itself will not necessarily be the deciding factor in awarding the contract. Not with-standing the forgoing, the District may award the contract to the lowest responsible bidder, but reserves the right to reject any and all bids, or parts thereof, or to waive irregularities as deemed to be in the best interest of the District.

2.4 Prices offered on the proposal schedule shall include a lump sum price for each year of the contract period and such lumps sum prices will remain firm for the contract period in no case shall the duration of this contract exceed five (5) years in total.

2.5 Bid proposals and signed specifications shall be submitted to:

Eva Gallupe, Business Manager
Regional School District 8
85 Wall Street
Hebron, CT 06248

3. INSTRUCTION TO BIDDERS

3.1 All bids submitted must be in SEALED ENVELOPES and must be notated with "SNOW PLOWING BID" on the face of the envelope to be considered. Bidders not marking the envelopes will have no recourse against any Board member and/or its employees for the failure of the bid to be considered. Amendments to or withdrawal of any section of the submitted bid received later than the time and date set for the bid opening will not be considered. Bids received later than the time and date specified will not be considered.

3.2 Facsimile Transmissions- Submission of this bid or any portion of this bid and/or any documents relating to this bid by means of Facsimile Transmission (fax machine) is unacceptable and will not be considered in the bid process.

3.3 No oral agreement made by a bidder or contractor with any agency or employee of the Board or the District will be binding upon the Board or the District and such oral agreement will be disregarded.

3.4 Request for interpretation of any portion of the bid may be made by email to the Board's [Director of Facilities](#). All replies will be given via email with an emailed copy of such inquiry and reply provided to each prospective bidder.

3.5 Interested bidders are encouraged to visit and inspect the school sites before submitting a bid in order to familiarize themselves with work requirements. Additional information, if required, can be obtained from the Facilities Director at 860-228-5311. Failure to visit the school will not relieve the contractor of its obligation to confirm its ability to perform the work indicated in the specifications.

3.6 The Board is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes should not be included in the bid price.

3.7 In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc. from two or more different lowest responsible qualified bidders, the contract will be awarded in accordance with the information contained in the bid documents, based on Board Policy No. 3330 Subsection 6 Requirements Governing Bid Awards found on page 2 and Subsection 3 of the Competitive Proposal Process for Special or Professional Services on page 5 of the Policy.

3.8 For bids to be considered, the attached Non Collusive Bid Statement must be completed and submitted with the bid.

4. SCOPE OF WORK

Furnish all equipment, vehicles, labor, supervision, and materials (Calcium Chloride and/or Magnesium Chloride; treated salt (Magic Salt or equivalent) to perform the following:

4.1 Remove all snow from entrance roadways, parking lots, and other areas as listed and specified herein. Large sidewalks over the width five feet are included in this bid. Sidewalks and stairs under the width of five feet will be considered in the Add Alternative pricing row.

4.2 Snow is to be removed as soon as accumulation reaches a depth of one half inch (1/2") or more, and salted as provided in Sections 4.6, 4.7 and 4.8, every time it snows. All areas requiring snow removal shall be completed and sanded/salted by 6:00 am, including school

days (including those days when school is cancelled), non-school days, weekends, holidays, 7 days per week.

4.3 In the event a heavy snow storm is predicted by the local weather service, the contractor must commence plowing once the accumulation reaches two inches (2") and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event of emergency vehicles need to gain access to any part of the school grounds they will be able to do so.

4.4 Snow shall be directed away from buildings and sidewalks and outside areas of parking lots, or as designated by the Facilities Director.

4.5 At the discretion of the contractor, areas requiring snow plowing may be properly staked by the contractor prior to the start of each snow season at no additional cost to the District.

4.6 Salt all areas after removal of snow.

Salting of all areas that have had snow removal shall be started immediately after removal of all snow. Additional salting or more frequent salting shall be done if so directed by the Facilities Director.

4.7 Salt all areas after ice storms.

In the event of slippery conditions due to ice storms, freezing rain, or icy conditions, salting shall be started immediately. The Facilities Director may order salting at any time, if in his judgment he feels it is required in order to maintain safe driving and walking conditions. Spreading of salt shall be done by mechanical spreaders attached to the rear of the trucks.

Salt is to be ice control salt. Concrete sidewalks are salted with Calcium Chloride and/or Magnesium Chloride.

4.8 Spot Salting

Spot salting shall be performed where run off from melted snow has frozen. This salting shall be done daily, if need be, and completed prior to school opening (6:00 am) or prior to any other event taking place at any school in the District at no extra cost to the District.

4.9 In all conditions, every handicapped parking spot is to be maintained, clear of snow & salted.

4.10 When the plowed snow starts to restrict the travel lanes, and parking spots are lost due to accumulation, as well as site lines for staff, students and traffic lanes and vehicles, relocation of the snow will be necessary. If relocated on the property, no additional charges will occur. If the need arises to relocate snow off the property, charges can be made based on Exhibit A and with prior agreement from the Director of Facilities.

4.11 Equipment to be used

The contractor shall have a minimum of the following equipment at all times.

One (1) loader / backhoe with a minimum of 1.3 cubic yard capacity with snow pusher. One (1) $\frac{3}{4}$ -ton heavy-duty plow truck and one (1) mechanical spreader with a backup spreader available if needed. Spreader is to have a minimum capacity of 1.5 cubic yards. Sidewalk skid steer. Or proposed alternates.

All the aforementioned equipment is to be available within the confines of the contracted schools or brought to the schools at no expense to the District and available to perform services under the contract.

4.12 All equipment and labor must be provided by the contractor awarded the contract. NO sub-contracts will be allowed to perform any services for the District as part of the snowplow contract.

4.13 Equipment to be used for this contract may be inspected by the Facilities Director prior to award of contract, and at any other time the Facilities Director feels is necessary.

4.14 Contractor shall have a minimum of one (1) four-wheel drive rubber tire front end bucket loader for extreme snow removal. Such equipment shall be put into service at no additional cost to the District at any time the Facilities Director deems it necessary. (Refer to 4.12)

5. ACCIDENTS AND DAMAGES

5.1 The contractor shall report all accidents involving injury or major damage immediately after occurrence to the Facilities Director.

5.2 Damage to curbing, pavement, grates, guardrails, etc. shall be reported at the earliest opportunity, but no later than 4 hours after occurrence.

5.3 Damages noted above are to be repaired by the contractor as soon as possible after occurrence. Final payment will not be made unless all repairs have been completed and approved by the Facilities Director.

5.4 Damage to private vehicles should be reported to the Police Department.

6. CONTRACTED AREAS

Includes RHAM High and Middle Schools as well as the first two rows of Veterans Memorial Park

Specific areas to be plowed at each school are as indicated herein.

RHAM High School – 85 Wall Street Hebron, CT 06248

All paved entrances and roadways and parking areas from Wall Street into and out of the school, including three large parking lot areas, loading dock area, lower receiving, and first two (2) rows in Veterans Memorial Park including the park entrance.

RHAM Middle School – 25 RHAM Road Hebron, CT 06248

All paved entrance roadways and parking areas from RHAM Road into and out of the school, including two large parking lot areas.

Veterans Memorial Park - Route 316 Wall Street, Hebron, CT 06248

First two rows that are utilized for student parking and the entrance. Town facilities does the remainder of the property.

7. SERVICE CONTRACTOR REQUIREMENTS

7.1 If the contractor is a corporation, limited liability company or limited liability partnership, the contractor must be authorized to do business in the State of Connecticut as evidenced on the records of the Connecticut Secretary of the State.

7.2 Employees of the contractor providing services under the contract must have a minimum of 2 years' experience in the type of work to be performed and be properly licensed. Bidder must submit at least three (3) current references where similar work was performed by the bidder.

7.3 Contractor must provide twenty-four (24) hour service and maintain a telephone service for response to emergency service calls for 24 hours a day, 7 days a week.

7.4 Communication from office to workers in the field must be maintained by body beepers or other related communication equipment in order to make an immediate response to emergency calls. Response to normal non-emergency calls is to be made within twenty-four (24) hours.

The Contractor represents, warrants and guarantees:

7.5 That Contractor is financially solvent and the Contractor is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

7.6 That Contractor shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the Contract. That it shall procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8 of the Contract. Certificates of Insurance, where applicable, will be submitted to the designated Districts' Offices no later than 30 days prior to the initiation of each Contract year.

7.7 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and the Districts.

7.8 Complete and complies with State of Connecticut educational employment verification form. (Act-16-67)

7.9 That it will comply with the Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right to Know Act") with respect to all operations or activities on School Districts' premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

7.10 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, sexual orientation, marital status, age, military or veteran status, genetic information, gender identity or expression or disability or any other reason prohibited by federal or state law. Such action shall be taken with reference but not limited to: recruitment, hiring, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship

and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

7.11 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to of race, creed, color, national origin, sex, sexual orientation, marital status, age, or disability or any other reason prohibited by federal or state law.

7.12 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.

7.13 The Contractor will comply with all federal and state provisions for drug and alcohol testing and be responsible for any and all fines related thereto.

7.14 The Contractor will comply with any and all other applicable Federal, State, and/or Local laws, rules, and regulations, and the policies and procedures of each District.

8. WORK CONTRACT PROVISIONS

The paragraphs listed below are informational only; bidders are advised that any bidder awarded a contract shall be subject to these conditions. This list is not meant to be comprehensive or all-inclusive. The District reserves its rights to add to or otherwise alter these conditions at its sole discretion.

8.1. **Proof of Insurance** - Original, completed Certificates of Insurance shall be presented to Regional School District 8 prior to contract issuance. Provider agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

8.1.1 **Insurance Requirements** - Provider shall agree to maintain in force at all times during the contract the following minimum coverage and shall name Regional School District 8 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. In addition, all Carriers are subject to approval by the Regional School District 16.

(Minimum Limits)		
General Liability	Each Occurrence	\$1,000,000
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Auto Liability	Combined Single Limit	
Each Accident		\$1,000,000
Umbrella	Each Occurrence	\$1,000,000
(Excess Liability)	Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is

replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

8.1.2 Workers' Compensation Insurance for all the employees employed on said Work shall be maintained in accordance with Connecticut's Workers' Compensation Act. In case any class of employees engaged in hazardous Work under the contract at the site of the Work is not protected under the Workers' Compensation Act, the contractor shall provide Workers' Compensation Insurance for the protection of its employees not otherwise protected.

8.2 Occupational Safety and Health Act of 1970- Contractor shall warrant that the machinery, equipment or other materials used in the performance of the services under the contract shall be in compliance with the standards required by the Occupational Safety and Health Act of 1970 (and all amendments thereto) as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of such use.

8.3 Machines and/or Equipment Lockout/Tagout- In an effort to comply with OSHA's final rule on control of hazardous energy sources, contractors must warrant that any and all machines and/or equipment as is offered under this bid will be supplied and/or installed and/or equipped with lockout/tag out devices as prescribed by OSHA.

8.4 Hazardous Materials - Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state or local statute, ordinance, regulation or agency order will be packaged, labeled, marked and shipped by the contractor to comply with all federal, state and local regulations then in effect including but not limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the Board relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to contractor in writing.

8.5 Material Safety Data Sheets ("MSDS") - MSDS shall be provided by the contractor upon delivery to Board for any goods having carcinogens listed in the following references:

OSHA 1910 Subpart Z

ACHIG Current Threshold Values

DOT HazMat Table 49

IARC Carcinogen List

National Toxicology Program Carcinogen List

Radioactive Materials

These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time. Where possible, these MSDS sheets should comply with GHS (Globally Harmonized System) standards.

8.6 Invoicing and Payment-

Payments shall be made under the contract on a monthly basis for five (5) consecutive months starting December 15 of each contract year and shall be paid at the rate of one-fifth (1/5) of the subject year's lump sum bid amount per monthly payment. The contractor shall submit a monthly invoice in each of those 5 months to the District. The final payment shall be made no later than April 30, providing that all school areas that have been sanded are swept clean and all sand removed from the school property as provided in Section 4.9.

8.7 **Default**- It shall be understood that a contractor supplying equipment and/or supplies will be considered to be in default if/when he/she has not delivered the item(s) within the time constraints set forth in the contract. Contractors providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date(s) and/or times set forth in the contract and/or, in the case of construction, contractor has ceased on the project for a period of fifteen (15) days cumulative or consecutive.

8.8 **Indemnification** - The contractor agrees to indemnify and hold harmless the District and its employees from any and all liability arising out of the contractor's performance of services under the contract, its operations and functions and/or supplied items.

The terms and contents of these general bid terms and conditions are made a part of this bid.

9. STIPULATIONS

9.1 A contract issued as a result of a bid shall not be considered exclusive. The District reserves the right to contract with other vendors for similar services when deemed appropriate.

9.2 The District maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily remediated within 60 days, the District may elect to have the remediation done by an alternate vendor and subtract the cost from the contractor's invoice. The District also reserves the right to deduct from the contractor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

9.3 The District reserves the right to cancel the contract at any time, for any or no reason, with no cost to the District. If the cancellation is for inadequate performance, then the cancellation shall be immediate. If the cancellation is for budgetary considerations or is based upon the discretionary right of the District then the cancellation shall be upon thirty (30) days written notice.

9.4 The District reserves the right not to award the continuation of a multiple year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

10. DISPUTE RESOLUTION

Any controversy or disputes arising under this contract shall be litigated in a court of competent jurisdiction in the State of Connecticut or, as determined by the District, be first subject to mediation. The District will have the option to choose the forum. If the matter is brought in a court of competent jurisdiction, the prevailing party shall be entitled to court costs and reasonable attorney's fees. The District specifically **does not agree to be a party to any arbitration proceedings.**

11. CHOICE OF LAW

If any controversy between the parties arise Connecticut law will apply and the contract will be interpreted and governed by the laws of the State of Connecticut (excluding its choice of law rules).

EXHIBIT A

REGIONAL SCHOOL DISTRICT 8

OFFICIAL BID FORM SNOW PLOWING BID

Name of Company: _____

Address: _____

Name of Primary Contact: _____

Phone Number of Primary Contact: _____

Email Address of Primary Contact: _____

The undersigned _____, doing business in the Regional School District 8 submits herewith, in conformity with the general terms, conditions, and specifications for the above-mentioned public bid, the following proposal for: **Snow Plowing – Regional School District 8**

	Fiscal Year				
	11/1/19-6/30/20	7/1/20 - 6/30/21	7/1/21 - 6/30/22	7/1/22 - 6/30/23	7/1/23 - 6/30/24
Regional School District 8					
Add Alternate Sidewalks under 5'					

*Hourly Rates for Additional Optional Equipment if Needed

Pay loader with operator					
Four wheel drive backhoe with operator					
Dump truck with operator					

Date

Signature of Bidder

EXHIBIT B

REGIONAL SCHOOL DISTRICT 8

Business and Financial References

<u>Reference Name</u> <u>Contact Information</u>	<u>Contract Site</u>	<u>Dates</u>

STATE OF CONNECTICUT
Educational Employer Verification
(in accordance with Public Act 16-67)

Directions for School District/Entity Considering Applicant for Employment: Each local or regional board of education, governing council of a state or local charter school or an interdistrict magnet school operator is required to obtain the information listed on this form from ALL current or former employer(s) of the applicant if such employer was a local or regional board of education, a governing council of a state or local charter school, an interdistrict magnet school operator or if the employment caused the applicant to have contact with children. Applicants are required under the law to provide a prospective employer with the name, address and telephone number of all current or former employers that meet the above criteria. Information may be collected either through a written communication or telephonically.

Directions for Current/Previous Employer: The applicant listed below is under consideration for a position with the school/district listed below in Section 2. The individual identified below has reported current/previous employment with your organization or contractual services with your organization in a position in which he/she had contact with children. As required by Connecticut General Statutes Section 10-222c, as amended by Public Act 16-67, please provide the information requested in Section 3. In accordance with the provisions of Public Act 16-67, you are required to respond to this request within five business days.

Section 1 – To be completed by the Applicant

Name of applicant	
Former name(s) (if applicable)	
Street address	
City, State, Zip Code	
Approximate dates of employment with employer listed in Section 3 of this form	
Position held with employer listed in Section 3 of this form	

Section 2 – To be completed by the Prospective Employer

Name of prospective employer	
Street address of prospective employer	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 3 – To be completed by the Current/Former Employer

Name of employer	
Date of receipt of this notice	
Date of employment of above named applicant	
Contact person	
Telephone number/email address	

To your knowledge, has the Applicant ever:

Yes **No** Been the subject of an allegation of abuse or neglect or sexual misconduct for which there is an investigation currently pending with any current or prior employer, state agency or municipal police department or which has been substantiated?

Yes **No** Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect or sexual misconduct was pending or under investigation, or due to a substantiation of abuse or neglect or sexual misconduct?

Yes **No** Had a professional or occupational license, certificate, authorization or permit suspended or revoked or ever surrendered such a license, certificate, authorization or permit while an allegation of abuse or neglect or sexual misconduct was pending or under investigation, or due to a substantiation of abuse or neglect or sexual misconduct?



Signature of Superintendent or HR Director

Date

Return all completed information to the Prospective Employer listed in Section 2 of this form.

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

