

TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 7518

ISSUE DATE: 09/04/19

DEADLINE DATE: 10/02/19

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY HIRED EQUIPMENT SNOW AND ICE CONTROL, 2019-2020

LOCATION GREENWICH, CT

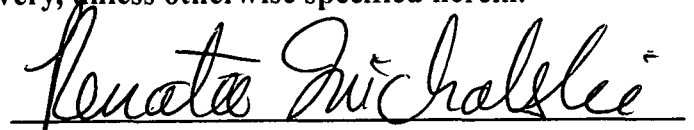
PREQUALIFICATION

STANDARDS/SPECIFICATIONS (ATTACHED)

INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/ proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.



Renata Michalski, Senior Buyer

Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich. Any respondent that takes exception to the insurance requirements set forth by the Town of Greenwich Risk Manager shall be deemed unresponsive.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Town of Greenwich. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Town of Greenwich shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

Terms of payment to the Contractor shall be net/30 days after receipt of invoice and acceptance and approval of the services by the Town of Greenwich.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

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 race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

TOWN OF GREENWICH, CT

REQUEST FOR BID #7518 DEADLINE: 10/2/19 AT 3:00 PM

HIRED EQUIPMENT SNOW AND ICE CONTROL, 2019-2020

The Purchasing Department of the Town of Greenwich, on behalf of the Highway Division of the Department of Public Works, is developing an on-call list for Hired Equipment Snow and Ice Control, 2019-2020.

The initial deadline for bids is Wednesday, October 2nd, 2019 at 3:00 PM; but unlike other Town projects, vendors are permitted to submit bids after the initial deadline for this service.

Please complete and submit the attached Reply Sheets (all pages) and the Insurance Procedure Form. Please check the type of equipment you have for hire. Also, please be sure to **completely fill in the Vendor Information section** on the lower portion of **Reply Sheet #1** and **sign and date the sheet where indicated.**

INSURANCE REQUIREMENTS

Vendors will be required to provide insurance coverage as specified on the attached Insurance Requirements Sheet. (EXHIBIT A)

The Town of Greenwich now accepts the **ACORD** certificate of insurance form for insurance documentation with an endorsement letter from the insurance agent/broker.

The Acord form must be executed by your insurance agent/broker and signed with an original ink signature, not a stamped signature. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. It must be confirmed on the Acord form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" section. **The "Description of Operations" section should also reference Request for Bid #7518, Hired Equipment Snow And Ice Control, 2019-2020.**

A letter from the agent/broker certifying that the Town of Greenwich has been endorsed onto the General Liability policy as an additional insured is also **mandatory**. This letter **must follow exactly** the format which is attached and must be signed by the **same** individual authorized representative who signed the Acord form. The signature must be an original signature, not a stamped signature. See sample letter attached. (EXHIBIT B)

It is strongly recommended that the vendor submit the complete, correct insurance documentation with the completed Reply Sheets. A VENDOR CANNOT BE PLACED ON THE ELIGIBLE LIST FOR SNOW PLOWING UNTIL THE CORRECT INSURANCE DOCUMENTATION IS RECEIVED. It is the responsibility of the vendor to ensure that the Town receives the complete, correct insurance documentation.

TOWN OF GREENWICH
REQUEST FOR BID #7518 DEADLINE: 10/02/19 at 3:00 p.m.
HIRED EQUIPMENT - SNOW and ICE CONTROL, 2019-2020
REPLY SHEET
REPLY SHEET (Page 2 of 3)

Following is a list of rates for Hired Equipment for Snow and Ice Control during fiscal year 2019-2020

| Trucks with Plows | | | √ |
|-------------------|----------|------|---|
| 7'-0" | \$ 92.00 | hour | |
| 7'-6" | 101.00 | hour | |
| 8'-0" | 116.00 | hour | |
| 8'-6" | 121.00 | hour | |
| 9'-0" | 125.75 | hour | |
| 10'-0" | 130.00 | hour | |
| 11'-0" | 133.45 | hour | |

| Trucks with Automatic Sander & Plow | | | √ |
|--------------------------------------|--|--|---|
| Base Equipment Rate plus 25% of base | | | |

| Trucks for Hauling Snow | | | √ |
|-------------------------|----------|------|---|
| 6 c.y. | \$ 71.65 | hour | |
| 10 c.y. | 94.75 | hour | |
| 11 - 15 c.y. | 102.75 | hour | |
| 16 - 20 c.y. | 110.00 | hour | |

| Loaders and Skid Steer - Rubber Tire Sidewalk Plows/Loaders | | | √ |
|---|----------|------|---|
| 2 c.y. | \$156.00 | hour | |
| 3 - 5 c.y. | 191.00 | hour | |
| 6 - 7 c.y. | 213.00 | hour | |
| Skid Steer, 4' width | 142.50 | hour | |
| Skid Steer, 5' width | 170.50 | hour | |

| Tanks - Vehicle Mounted Spray Tanks for Anti-Ice and De-Icing | | | √ |
|---|----------|------|---|
| 0 to 500 gallons 8 ft. Spray Bar or Larger | \$ 82.65 | hour | |
| 501 to 900 gallons or greater 8 ft Spray Bar or Larger | 90.00 | hour | |
| 0 to 500 gallons Wand Application for Stairs & Sidewalks (Laborer & Equipment) | 57.00 | hour | |
| At minimum, liquid application will consist of Gravity Feed Bar or Ground Speed Control Device. | | | |

| Handwork Crew | √ |
|--|---|
| Provide 1-Walk Behind Gravely Plow or equivalent; 4-Personnel; Transportation. \$290.00./hour | |

| Snowbox and/or Blower Attachments | | | √ |
|-----------------------------------|--|--|---|
| Base Equipment Rate plus \$33.00 | | | |

The hourly rates listed are all inclusive. No mobilization, fuel or other extra charges allowed.

The Town of Greenwich will pay a minimum of four (4) hours.

Please **CHECK OFF** the **TYPE of EQUIPMENT** you have for hire.

I agree to work for the Town of Greenwich, DPW - Highway Division for Snow and Ice Control for the established rates and conditions listed above. This vehicle is covered by insurance that meets the requirements of the Town of Greenwich, a copy of which is attached.

Type or print name: _____

Address: _____

Telephone Number: _____

Federal Tax Identification Number: _____

Signature: _____ Date: _____

TOWN OF GREENWICH, CT

REQUEST FOR BID #7518 DEADLINE: 10/2/19 AT 3:00 PM

HIRED EQUIPMENT SNOW AND ICE CONTROL, 2019-2020

REPLY SHEET (Page 2 of 3)

Non-collusion Language

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

RESPONDENT INFORMATION:

BIDDER'S COMPANY NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

TOWN OF GREENWICH, CT

REQUEST FOR BID #7518 DEADLINE: 10/2/19 AT 3:00 PM

HIRED EQUIPMENT SNOW AND ICE CONTROL, 2019-2020

REPLY SHEET (Page 3 of 3)

Non-collusion Language (continued)

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

- 2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town officer.
- 3. **GIFTS AND FAVORS.** No Town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
- 4. **IMPROPER INFLUENCE.** No Town officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE _____

PRINT NAME _____

BIDDER'S COMPANY NAME _____

CONTRACT SIGNATURE

The bidder shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., **officer of the company**) who will sign the contract (if one is needed) for this procurement:

TOWN OF GREENWICH, CT
INSURANCE PROCEDURE FORM

THE BIDDER SHALL RETURN THIS COMPLETED FORM WITH THE BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID/PROPOSAL.

The bidder shall take the Insurance Requirement Sheet (Exhibit A) to the bidder's insurance agent/broker upon receipt of the bid documents. The bidder and the agent/broker shall familiarize themselves with the required levels of insurance, and the documentation process necessary for the successful development of a contract with the Town of Greenwich, CT for this project.

The bidder shall determine if existing insurance coverage is sufficient, or if any costs for new or additional coverage is required for the specified work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF BIDDER AND BIDDER'S AGENT/BROKER:

We have read the insurance requirements for this project and confirm that we are willing and able to document the required levels of coverage as the Town of Greenwich, CT has specified. The bid pricing submitted reflects all insurance costs for this project.

If awarded this contract, the complete and correct insurance documentation shall be submitted to the Town of Greenwich, CT within ten (10) days after the date of the award of the contract.

Bidder's Company Name: _____

Authorized Bidder's Signature: _____

Date: _____

Bidder's Insurance Agent/Broker's Company Name: _____

Authorized Agent/Broker's Signature: _____

Date: _____

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. **General Liability, with minimum coverages for combined bodily injury and property damage liability of \$1,000,000 general aggregate, \$1,000,000 per occurrence including:**
- 1. **Commercial General Liability.**
 - 2. **Town as additional insured. Contractor's insurance must be primary and non-contributory.**
 - 3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**
- B. **Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**
- C. **Excess Liability, with minimum coverage of \$3,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**
- D. **Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**
- E. **Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**
- F. **Other (Builder's Risk, etc.): _____.**
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.**

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter **must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Charles J. Zsebik, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Contract No. **XXXX**

Dear Mr. Zsebik:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Type Name
Authorized Representative for all companies listed in the Acord form