

Invitation for Bid

**Snow & Ice Removal – Municipal Complex, Police & Fire
Station**

Due Date: October 31, 2019 at 11:00 AM

T-20-05

**TOWN OF BROOKFIELD, CONNECTICUT
Request for Proposal**

LEGAL NOTICE

The **Town of Brookfield** invites all interested parties to submit sealed Bids on the following

Bid Due Date: October 31, 2019

Bid Due Time: 11:00 AM

Bid Item: Snow Ice Clearing at Municipal Complex, Police & Fire Station

Bid Number: T-20-05

Bid Bond: Not Required Required in the amount of ~~XX~~% of the base bid. This should be in the same format as the performance bond.

Pre-Bid Meeting: Not Required Will be held

Date:
Time:
Location:

Terms and conditions as well as the description of items being requested are stated in the specifications.

Specifications may be downloaded from the Town Web page at <https://www.brookfieldct.gov/bids>, the State of Connecticut's bid Portal at https://biznet.ct.gov/SCP_Search/Default.aspx, or contact Jerry Gay at 203-775-7613 or e-mail at gayj@brookfieldps.org.

Sealed Proposals must be received no later than the date and time stated above at the Purchasing Agents office on the second floor where they will be publicly opened and read aloud. Faxed or e-mailed proposals will not be accepted. The Town bears no responsibility for misdirected envelopes that are incompletely labeled for RFP Number and/or Description. Such misdirected envelopes may be declared late and not considered.

**IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID/RFP PROPOSAL BE ACCEPTED THE
DETAIL BID SPECIFICATIONS INCLUDING THE INSTRUCTIONS TO BIDDERS AND THE
GENERAL TERMS AND CONDITIONS AND THE SUBMITTED PROPOSAL SHALL ALL
AUTOMATICALLY BY THIS REFERENCE BECOME PART OF THE PURCHASE ORDER,
CONTRACT, AGREEMENT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.**

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Applicable
If Marked

A. GENERAL BIDDING INSTRUCTIONS



1. Instructions to Bidders

By submitting a proposal, ALL these terms and conditions are agreed upon and shall become part of any contract or agreement, formal, informal or verbal, and are binding upon notice of an acceptance by the Town of a proposal.

The terms of Bidders/Bidders, Bids/Proposals, Projects and Specifications and similar terms shall all be used generically and equally between Invitation to Bid (ITB), Requests for Proposals, Qualifications or Information, (RFP, RFQ, RFI). The Town of Brookfield shall be used generically and equally to also include, among others, the Brookfield School Public School District, Brookfield Volunteer Fire District and Brookfield WPCA when warranted.



2. Preparation of Proposals

- Any blank spaces provided for responses in the Proposal must be completed.
- All information shall be either typed or entered in ink. No pencil may be used.
- Descriptive literature containing complete specifications must accompany each bid. If a Bidder wishes to furnish additional information, more sheets may be added.
- The Bidder must state the prices for which they propose to do each item of the work contemplated.
- In a discrepancy when both words and the numerals are provided, the words will govern.
- Ditto marks are not considered writing or printing and shall not be used.
- "Complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

Corrections - Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink. Corrections and/or modifications received after the closing time specified will not be accepted.

Signatures - The Bidder shall sign their Proposal correctly. If an individual makes the Proposal, his/her name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign and bind the firm into contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Withdrawals - Withdrawals of proposals received later than the time and date specified for bid opening will not be considered.

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3. Questions

Questions shall be directed to Jerry Gay, Purchasing Agent at 203-775-7613 or preferred in writing to gayj@brookfieldps.org no later than seven (7) days prior to the bid closing date.

4. Submission of Proposals

Bids shall be submitted in a sealed envelope package to

Town of Brookfield
Purchasing Agent
RFP Number: T-20-05 Snow plowing
100 Pocono Road, Room 203
Brookfield CT 06804

no later than the date and time specified for the closing. The Town assumes no responsibility for proposal envelopes or packages that may be misdirected due to incomplete information on the outside of the delivery package (FedEx/USPS/UPS) and such misdirected proposal may, at the Towns discretion, be declared late to the Purchasing Director and not opened or considered. Late bids and proposals will not be accepted, opened or considered. Faxed or emailed bids will not be considered.

Bids will be publicly opened at the closing date and time with the Bidders name and price(s) read aloud.

5. Familiarity with the Work and Contract Documents

Each Bidder is considered to have examined the work, location, project or specifications to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work and effort required and involved and the difficulties and restrictions in attending to the performance of this bid. The submission of a bid shall be considered as conclusive evidence that the Bidder has made such an examination.

It is the Bidder's responsibility to obtain all necessary permits prior to the start of work. All construction work shall adhere to the latest editions of the applicable State and Local standards as such shall apply for the work being performed.

At the time of the opening of bids each Bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda) as issued, if sample Contract Documents have been included. The failure or omission of any Bidder to receive or examine any form, instruction or document shall in no way relieve any Bidder from any obligation in respect to their bid.

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6. Compliance with Federal, State and Local Laws

The Bidder shall be responsible for full compliance with any and all Federal, State and/or Local codes, laws, regulations and standards, as applicable, including all OSHA regulations as applicable, for the work and goods or services being provided.

This includes complying with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Bidder shall hold the Town of Brookfield harmless for the failure of the Bidder to comply with the provisions of said Act.

7. Competition Intended

It is the Town's intent that this RFP permit competition. It shall be the Bidder's responsibility to advise the Town in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town not later than seven (7) days prior to the date set for acceptance of proposal

8. Non-Collusion Certification

The Bidder hereby states and certifies that by submitting a signed proposal, that the submitted proposal is genuine and is not a collusive or sham proposal. The Bidder certifies that the officers, owners, agents representatives, employee's or any party of interest has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder firm or person to submit a collusive or sham bid, in connection with the contract for which the attached proposal has been submitted or refrain from bidding in connection with such contract or has in any manner directly or indirectly sought agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price(s), overhead, profit, or cost elements of the proposal price or the proposal price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Brookfield or any person interested in the proposed contract. The Bidder certifies that the prices quoted are fair and proper and are not tainted in any way by collusive, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, officers, owners, employee's or representatives.

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9. Independent Project Cost Determination

By submission of a proposal, the Bidder certifies that in connection with its procurement:

- Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

10. Gratuities or Other Conflicts

By submission of a proposal, the Bidder certifies that in connection with its procurement:

No elected official or appointed official or employee of the Town of Brookfield shall benefit financially or materially from this contract. The Bidder certifies that no officer or employee or any person whose salary is payable in whole or in part from the Town of Brookfield, or the Brookfield Public Schools, is directly or indirectly interested in the proposal, or in the supplies, materials, equipment, work or labor to which it relates or in any of the profits thereof.

11. Incurring Costs

The Town of Brookfield is not liable for any cost incurred for the preparation of proposals or submission of samples by the Bidders submitting proposals for the work requested.

12. Freedom of Information Act (FOIA) and Confidential Information

All submitted materials and documents are subject to the CT FOIA laws with very limited exceptions as listed in CT General Statute 1-210 (b) (24) and elsewhere in the FOIA laws and regulations. The Town is not anticipating holding proposals confidential pending an award as per CT General Statute 1-210 (b) (24).

The Bidder shall hold the Town of Brookfield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at their own expense, any and all actions brought against the Town of Brookfield or themselves because of the unauthorized use of such articles.

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13. Ownership Information

The Town of Brookfield shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the Bidder under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the Town of Brookfield and may not be copied or removed by any employee of the Bidder without written permission of the Town of Brookfield.

14. Availability of Funds

The contract award under this RFP is contingent upon the availability of funds by the Town for this engagement. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

15. Addenda and Interpretations

If a Bidder contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, they may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Town of Brookfield, Purchasing Agent, 100 Pocono Road, Brookfield, CT. 06804 or at gayj@brookfieldps.org (with the bid number and bid title in the subject line). To be given consideration, requests must be received at least five (5) days prior to the date fixed for the opening of Bids/Proposals. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, shall be posted on the Town and State purchasing sites with the Bid Documents. Failure of any Bidder to receive any such Addendum or interpretations shall not relieve any Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

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16. Alternate Proposals

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Brookfield. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained and will be at the sole discretion of the Town of Brookfield as to what is in its best interest. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

An item equal to (or better than) that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered "Or Equal" to the item so named or described if:

- a) It is at least equal in quality, durability, appearance, strength and design.
- b) It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c) It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

Exceptions may be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

17. Estimate of Work

For bidding purposes, the work may have been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Town does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

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18. Ambiguity in the Request for Proposal

Prior to submitting the proposal, the Bidder is responsible to bring to the Town's attention any ambiguity in this RFP. Failure to do so shall result in the Bidder forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent Bidder.

In the event of any ambiguity between the Town's RFP and the Bidder's proposal, then whatever shall be more favorable to the Town of Brookfield as determined in the sole discretion of the Town shall prevail and take precedence.

19. Quotation Limitation

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an "Or-Equal" item is to be bid, the Bidder is to select the brand and model that meets or exceeds the specified item, and submit their bid for that item.

20. Samples

Samples of articles, when required, shall be furnished free of cost of any sort to the Town of Brookfield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the Bidder's expense.

21. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize their selves with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder with a valid Certificate 134 sales tax exemption for Municipal Government.

22. Power of Attorney

Attorneys-in-fact who sign contractor bonds must file, with each bond, a certified and effectively dated copy of their power of attorney

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23. Subcontractors

Each Bidder contemplating the use of any subcontractor shall, if requested and required, submit a list of subcontractors as listed on the Bid Form or attach as necessary.

The apparent low Bidder, if requested, shall file with the Town of Brookfield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Brookfield. Local subcontractors, material suppliers, and labor in the Town of Brookfield should be considered and sought insofar, as is practical in the performance of this project.

The Bidder shall certify on progress payments that Sub Contractor(s) shall be paid at the same percentage for work performed as part of the progress payment and shall be paid in full within a reasonable time of final payment. Failure to pay subcontractors may be a factor in qualification for future work.

24. Qualification of Bidder

In determining the qualifications of a Bidder, the Town may consider their record in the performance of any contracts for similar work into which they may have previously entered; and the Town expressly reserves the right to reject the bid of such Bidder if such record discloses that such Bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as they deem necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified, or that such Bidder misrepresented material facts in the bid documents.

Qualified Bidders shall be current with any and all taxes, fees along with any and all other payments owed to the Town of Brookfield or its related entities.

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25. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the individual prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

26. Department of Administrative Services ("DAS") Prequalification

This work does require State of Connecticut DAS Contractor Prequalification.

27. Connecticut's Prevailing Wage Rates

This work is subject to the State of Connecticut's Prevailing Wage rates.

28. SBE/MBE Set Aside Provisions

This work is subject to the State of CT. CHRO set aside program and contract provisions.

29. Contract

The attached contract is expected to be executed by both parties upon receipt of a satisfactory proposal package with all required documents and notice of award.

30. Standard Forms

Proposals must be made upon forms contained herein. Bidders may attach a letter of explanation. A notation should be made on the standard bid sheets at the appropriate point to reference a letter of explanation attached. All bids must be NET prices.

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31. Acceptance or Rejection of Proposal

The Town of Brookfield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town.

Bids may be held by the Town of Brookfield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders prior to the awarding of the contract.

The Town of Brookfield reserves the right to accept or reject any bid to best serve in its interests.

The Town will make its award to either the lowest responsive, responsible Bidder or to what it considers to be the Best Value for serving as what is in the Town's best interest.

Previous performance, quality of service and merchandise will be considered, as appropriate.

All instructions, general conditions and detail specifications of this request for offers shall be incorporated by reference into any contract or agreement, simply upon notice of an award.

32. Bid Submissions

The following items shall be submitted for a bid to be considered complete:

- a) Executed Hold Harmless (Appendix B)
- b) Proposal elements discussed in Section C of this document
- c) Vendors reference listing (Appendix C)

33. Withdrawal of Bid

Bidders may withdraw their proposals at any time prior to the bid closing date and time. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date and time. The successful agent/broker shall not withdraw, cancel or modify their proposal.

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Applicable
If Marked

B. GENERAL PERFORMANCE EXPECTATIONS

1. Notification of Bid Award

Notification of the bid award will be made by issuance of a purchase order which will be evidence of a formal contract of award

2. Good Standing

At the time of award the successful Bidder will be required to supply the Town a Certificate of Good Standing, certifying that the corporation is in fact a valid Corporation, Partnership, LLC or Sole Proprietorship and presently licensed to conduct business in the State of Connecticut as per all applicable law or regulations for the work being performed.

3. Insurance Certificates

At the time of award the successful Bidder will be required to supply the Town Certificates of Insurance, if required, for the full amounts specified in Appendix A.

In addition, Professional Liability insurance will be required for professional firms performing services.

4. Bonds

A Payment and Performance Bond is required for this work. The Bond must be in the form of a surety bond of a type satisfactory to the Town of Brookfield. All sureties must be listed on the most recent IRS circular 570. The Bond shall be delivered to the Town Finance Office prior to commencing work.

5. Nondiscrimination in Employment

The successful Bidder shall agree and warrant that in the performance of this contract they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. If requested and required, a certification of Non-segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

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6. Delivery

Inasmuch as this work concerns a needed public improvement or goods or service, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful Bidder shall commence work upon receipt of the signed Purchase Order unless the Town shall authorize or direct a further delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Brookfield. Prices quoted must include delivery to the Town of Brookfield as specified on the Purchase Order. No additional charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

7. Care and Protection of Property

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. Bidder shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

8. Guarantee

The Bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the Bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the Bidder and shall be made at such times that are agreeable to the Town so that it is least detrimental to instructional or other programs.

9. Manufacturers Specifications

All work shall be performed to manufacturer's specifications in such a manner as to fully protect all warranties and guarantees. Certified and trained personal shall be used, at the Bidders expense, where directed by the manufacturer. All work shall fully conform to the manufacturers specifications. Any and all costs by failure to follow manufacturer's specifications shall be fully born by the Bidder, including all consequences including loss of warranties and guaranties.

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10. Emergency Work

The Bidder shall file with the P&R department an after-hours telephone number of a person authorized with the firm who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety or to protect property from further damage's. The person shall be readily available and have full authority to deal with any emergency that may occur to mitigate further issues.

11. Negotiated Changes

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

12. Payment

The Town, after inspection and acceptance of the goods and/or workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department if the latter date is later than the date of delivery. Prices will be considered as net, if no cash or payment discount is shown.

Unless otherwise instructed, the successful Bidder shall submit invoices, to the following:

Town of Brookfield
Finance Department
100 Pocono Road
Brookfield, CT 06804

13. Mechanics Lien Waivers

When subcontractors or suppliers are utilized, the successful Bidder for this project will be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

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14. Termination for Default or for the Convenience of the Contracting Agency

Performance under any contract resulting from this RFP may be terminated by the Town of Brookfield whenever:

- The Bidder shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or
- The Purchase Agent shall determine that termination is in the best interest of the Town of Brookfield.
- Termination will be effected by delivery to the Bidder of a notice to terminate, stating the date upon which the termination becomes effective.
- In the event of termination of this agreement as a result of a breach by the Bidder hereunder, the Town shall not be liable for any fees and may, at its sole option, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder. The Bidder shall be responsible for direct and consequential damages as a result of its breach, including but not limited to, extra costs required under the new agreement of similar services.

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C. SPECIFIC INVITATION TO BID

The Town of Brookfield Parks and Recreation Department is requesting sealed bid prices from qualified firms for providing and performing snow and ice plowing, clearing and treatment services on sidewalks and paved parking area's as highlighted below for the properties located at Town Hall Municipal Complex (100 Pocono Road), Police Station (63 Silvermine Road) and the Brookfield Volunteer Fire Station (92 Pocono Road), as outlined below.

The Contractor shall furnish all labor, equipment, Ice melt product for all sidewalks and supervision as necessary to perform such services in a professional and timely manner and must provide no greater than a one hour response time of being on location when called. The Town shall provide the contractor with Magic Salt for the contractor to distribute on the parking lot area's using their spreading equipment.

The contractor shall plow, shovel, treat and otherwise properly remove and clear all snow, ice, frozen rain, sleet and any other precipitation that may freeze as may accumulate, from the identified areas along with treating all surfaces, for one lump sum price for all locations, for the duration of the season as defined below. The total price shall be paid upon invoicing in four equal installments at the start of December, January, February and March. The Town may request extra services at such prices and at such times as both parties mutually agree to in writing.

General Conditions:

The Contractor shall guarantee all work to be completed in a timely and professional workmanlike manner according to the terms of this contract and the locations and specifications as attached. The Contractor shall guarantee all workers are fully covered by Workmen's Compensation insurance and shall supply a Certificate of Insurance naming the Town as additional Insured as proof of same, as per Appendix A.

The Contractor shall have adequate equipment and trained personnel to ensure that the snow and ice removal plus clearing and treatment of parking lots and associated walkways and areas are completed in a timely and professional manner for any and all snow and ice accumulation. This includes all follow-up treatments for refreeze situations as may occur.

The Contractor agrees to sub-contract work at their own expense in case of equipment breakdown or other dire circumstances, and to immediately inform the Parks Supervisor of same. The Town has the right to approve any and all Sub-Contractors as may be employed. Sub Contractors will only be accepted as emergency measures to perform the immediate work of an active storm situation and shall not become routine.

Supervision of this contract will be through the Parks and Recreation Department. The contractor shall provide and attach references of similar sized accounts.

The Town of Brookfield shall not provide space to the Contractor within the Town's buildings and/or on or around the grounds for the storage of supplies, equipment, or materials. The Town shall be considered as a **Priority Client** of the awarded contractor to be as equal of or ahead of any other clients as they may have. Delay's in clearing lots and sidewalks shall be unacceptable.

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The contractor shall “Self Start” for deploying equipment and personnel when a snow or icing weather event starts and occurs.

The contractor shall be self-aware of familiarizing themselves with the weather forecast for predictions and shall apply pre-treatments as may be needed and advised.

The contractor shall inspect all areas during and immediately after small precipitation (dusting) events for if walkways or entrances need to be treated, along with the parking lot entrances and higher traffic locations.

The contractor shall need to arrive and inspect the locations as needed for follow-up inspections after a storm event.

The contractor shall be aware of various temperature changes for thaw and freeze cycles that may require treatment on a daily, or more often, basis.

The Municipal Complex frequently has evening meetings with the public so the contractor shall make the lot and walkways clear and safe.

The contractor shall make the lots and walkways safe prior to the building’s normal opening time.

In the event that the Parks Department is made aware of a location requiring treatment, the contractor shall be called and shall be on location no more than one hour later after being informed of a need.

Due to the immediacy of response, contractors that are in close physical proximity to the Town of Brookfield shall be given preference of a best value judgement on the award. Contractors that fail to monitor the weather situation for adequate self-starting, or for adequate follow-up inspections and treatments, will be given a reasonable opportunity to correct, but continued non-compliance shall result in contract termination.

The Town desires to enter into a long term relationship with the awarded contractor. The intimal term of this contract shall be for three years from the fall of 2019 through to the Spring 2022. Upon mutual agreement, two additional years may be added onto the contract through to the Spring of 2024 to provide for a five year total contract, prior to re-bidding.

For purpose of the initial first year of the contract, the Season referred to herein shall begin November 1, 2019 and end on April 30, 2020 with the remaining two seasons running October 1, 2020 through April 30, 2021 and then October 1, 2021 through April 30, 2022. Any subsequent contract extensions shall follow the same format.

Contractors should state how long they would expect their proposal price to hold prior to an increase. While there will be a reluctance for adjusting the contract price, accommodation for material cost increases outside the contractors control (i.e. the price of fuel) can be negotiated mid contract, as needed, with proof of passing along the underlying increased costs. Contractors should state what level of normal increase, if any, they might expect over the five year life of the contract.

The Town is anticipating a quick review of the proposals with an award within a week or less of the closing. Short listed Contractors shall be available to meet with the Parks Department as soon as notified of their status to review the entire scope of work, pending our making an award.

The Town may terminate the contract if the Contractor: (1) persistently or repeatedly fails to supply enough properly skilled workers or proper materials to clear the snow in a timely, professional and workmanlike manner; (2) fails to make payments to employees for materials or labor in accordance

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with respective agreements between the Contractor and the employees or subcontractors; (3) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or (4) is otherwise guilty of substantial breach of a provision of the Contract. When any of the above reasons exist, the Town without prejudice to any other rights or remedies of the Town and after giving the Contractor written notice of the breach, may terminate this agreement if the Contractor does not remedy the breach within five (5) business days from the date of this notice.

It is agreed that if the terms of this contract are not met, such contract shall be declared null and void by the Town at its option.

Price and Method of Payment:

The contractor shall submit a single combined price for all three locations for the duration of the season for no matter for how little, or for how much, snow, ice, or other frozen precipitation may accumulate, nor for how many storm events may occur, nor for how many initial and additional follow-up treatments that may be required. This price may be provided on contractor letterhead in a format of their choosing.

The Contractor will submit four (4) monthly invoices (December through March) to the Director of the Parks and Recreation Department for approval. Once approved by the Parks and Recreation Director, the invoices will be submitted to the Finance Director for payment

The Contractor shall provide the appropriate supervision with all crews while performing services for the Town.

The Contractor shall designate a member of its management team who is knowledgeable about the terms and conditions of the contract, to make inspections as often as conditions dictate for all the locations that are part of the contract to determine if additional treatment is required. There may be occasions of no weather events occurring where inspections may not be needed as often, and other occasions where inspections may be required multiple times on the same day as the day turns into night with melting and refreezing situations.

The Contractor shall interview, screen, and check references of employees assigned to perform the work in this contract. A police check shall be provided on any assigned personnel if requested by the Town. The Town has the right at all times to require that the Contractor remove and/or replace any personnel working on Town property.

Non-Assignability:

The Contractor shall neither assign the contract nor any payments due hereunder in whole or in part without prior written approval of the Town of Brookfield. For this purpose, the Contractor shall give (90) days written notice of any proposed assignment and shall give the same notice of any proposed change in the majority ownership or control of the Contractor. The contract shall bind the parties and their legal representatives, successors, heirs, and assigns. In the event of a violation of the terms of this paragraph, it shall be conclusively presumed that the Contractor has breached this contract.

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Location Detail:

1. Brookfield Volunteer Firehouse, 93 Pocono Road, All Areas Including Walkways
2. Police Station, 63 Silvermine Road – All Areas, Including general walkway's but excluding the road walkway and excepting inside the fenced impound area.
3. Municipal Center including Senior Center, 100 Pocono Road, All Areas Including the Walkways inside the parking area, as highlighted below. A rear emergency exit path cleared over the grass to the parking lot for exit as highlighted. Includes driveway and sidewalk up to and including rear loading dock area.

All garage doors, emergency exits and normal entry points shall be cleared at all locations, excepting as noted on the site plans.

All paved parking lots shall be plowed & otherwise cleared by the contractor and then treated as necessary using town provided Magic Salt for a de-icing agent, except as noted below in the Fire Department No Salt zone and factoring for overall reduced salt usage. All walkways, sidewalks, entry doors, emergency exits (except as noted on plan sheets) shall be cleared with the contractor providing their own de-icing agent that should not be harmful to the sidewalk materials. Vendors shall state their proposed de-icing agent to be used.

The contractor shall push snow piles to reasonable out of the way locations at the edges of lots. Snow piles near lot entrances and at intersections shall be pushed back as far back as reasonable to allow for adequate driving site lines, as well as provide space for future storm removal. The Town, at its discretion and availability, may remove large piles at key points, but there may be delays so snow must be pushed back as far as reasonable to provide for adequate site lines. Piles shall be pushed away from all garage entrances, storage containers at the Fire Department and the Police fenced impound lot. The Fire Department would like to minimize the amount of snow pushed from the front lot across the 7 parking spots and onto the landscaped area to the north side, with snow being pushed to the southern property line, to the extent reasonably possible.

By virtue of submitting a proposal, Contractors will be assumed as having visited each location to familiarize themselves with the local conditions, and to have made inquiries for any items not made clear in this specification. All locations are public and can be viewed at any time. When viewing the Police Station contractors should first check in at the front desk to state their intent of inspecting the location for snow clearing operations. Any unquestioned items brought to the Towns attention after the bid opening and award shall be ruled as in the Towns favor at their sole discretion.

General specifications for all locations:

1. Contractor shall stake all curbs and general lot extremities at all three locations, and shall be responsible for any damage done to the curbs. The owner will document the existing conditions with the awarded contractor prior to the start of the season. At the conclusion of the Winter Season the Parks Supervisor will assess for any significant curb issues and will submit in writing any issues for the contractor to address in the Spring.
2. The Town of Brookfield will supply the contractor with magic salt to use at all three properties for use of spreading on the parking lots, using the contractor's equipment. The loading of the

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contractor's sanders is to be coordinated with the Town's Parks Supervisor prior to snow events whenever possible. Any and all salt product loaded from Town facilities shall be used only and exclusively on Town properties, in full. The contractor shall use their own ice melt product for all sidewalks and doorways that shall not be harmful to the sidewalk construction materials. Contractors shall state their intended product for sidewalks and entrances.

SALT REDUCTION USAGE : Due to recent concerns about salt in the environment and water table, the Town is in the process of enacting a reduced salt usage and application policy for the Town. The Town is requiring all contractors for the Town that apply salt products to have taken the UCONN Course called Green Snow Pro : Sustainable Winter Operation

Information on registration and when classes are offered can be found at :

<https://myemail.constantcontact.com/CT-T2-Center---Green-Snow-Pro--Sustainable-Winter-Operations---Road-Scholar-ELECTIVE-Workshop.html?soid=1116610846967&aid=jZAvMED5zuk>

The initial 19/20 season shall be treated as a transitional season with any continued subsequent seasons conditional upon proof of a contractor's employee's having taken the listed UCONN Course. However, in advance to taking the class, The Town will look to the awarded contractor to self-regulate the amount of salt product that is applied based on conditions to not over use. Discussions will entail if the Town feels extra product is being applied on a routine basis.

Fire Department SALT FREE ZONE : The concrete pad area's directly in front of the garage doors (front and back of the building) are designated as Salt Free zones. Contractors shall plow as close as possible to the concrete surface to remove as much frozen material as possible. Contractors shall not use or distribute the provided magic salt on these area's.

3. At any time during a storm event, the contractor may be contacted by the Brookfield Police Dispatch or the Parks Department about any known hazardous conditions including but not limited to slippery walks or parking lots that need to be re-addressed with a 1 hour response time to be allowed to address such issues. This does not relieve the contractor from performing their own required inspections as conditions warrant.

4. **Vehicles** - The Town vehicles at the Municipal complex will be grouped, to the extent possible, prior to the start of a storm event in the front parking lot of the Municipal Building. In a timely fashion after the lot has been cleared, the vehicles shall be moved to their normal positions behind the Municipal building and the contractor shall return to clear the area where the vehicles were parked during the storm. The Police will look to work with the contractor to shift vehicles while the contractor is clearing that lot. In the event this cannot be always done, it will be treated similar to the municipal lot of grouping the vehicles to the extent possible, with the contractor returning to clear the area once they have been moved. The Fire Station is not expected to have parked vehicles in the lot, but will be handled the same if any are parked outside. Contractors shall plow and clear around any storage containers as may be placed on the edge of the Fire House's parking lot, or any other locations..

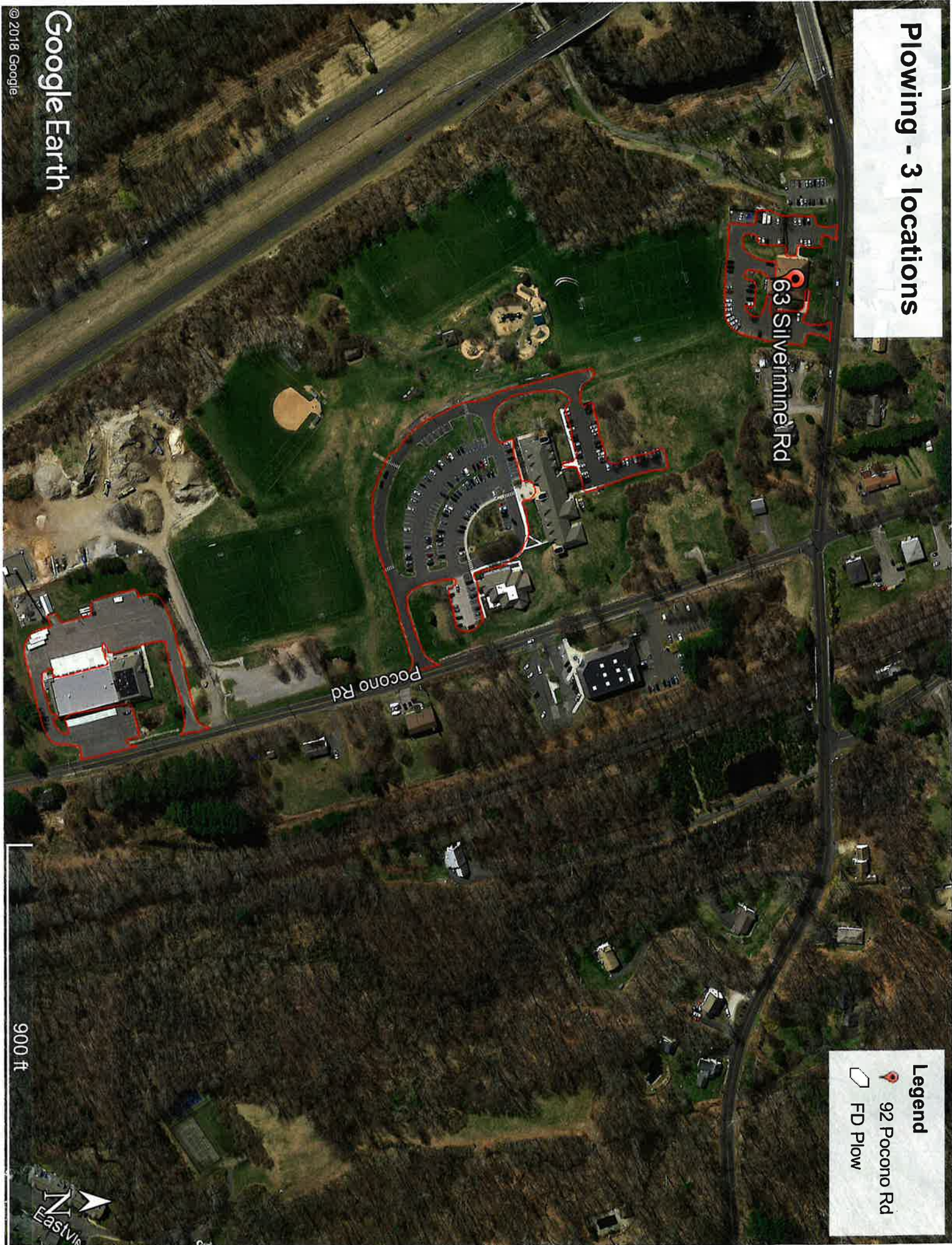
5. All sites are to be accessible during business hours and maintained within reason for regular business to proceed during snow events. The Police Department is to remain open 24 hours per day 7 days per week. The Fire Department is to remain open 24 hours per day 7 days per week. The Municipal Complex is to remain open 7:00 AM – 10:00 PM Monday – Friday. Upon decree by the

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First Selectman, the Municipal complex may occasionally close early during a storm event with all evening activities canceled, or it may open late (normally about 10am) once an overnight event concludes. Reasonable effort will be made to inform the contractor of these situations as they may occur and be known. This will have no effect on the Police and Fire locations which must remain reasonably clear and available 24/7 no matter what the conditions.

See below for google earth pages plus screen shots from the Town GIS Mapping program of all three locations with general outlines of areas to be cleared and notes as to sidewalks and entrances. The outlines are showing the approximate lot size and walk area's to be cleared at each location and are not meant to be an exact depiction. The lots, doors and walkways to be cleared are what a reasonable person would expect to be cleared as per the additional notes. Vendors should visit and inspect each location to verify actual conditions. Where storage units or containers are stored on the lot, contractors shall reasonably clear around the items, without blocking them in.

Plowing - 3 locations



Legend

-  92 Pocono Rd
-  FD Plow

900 ft



Google Earth

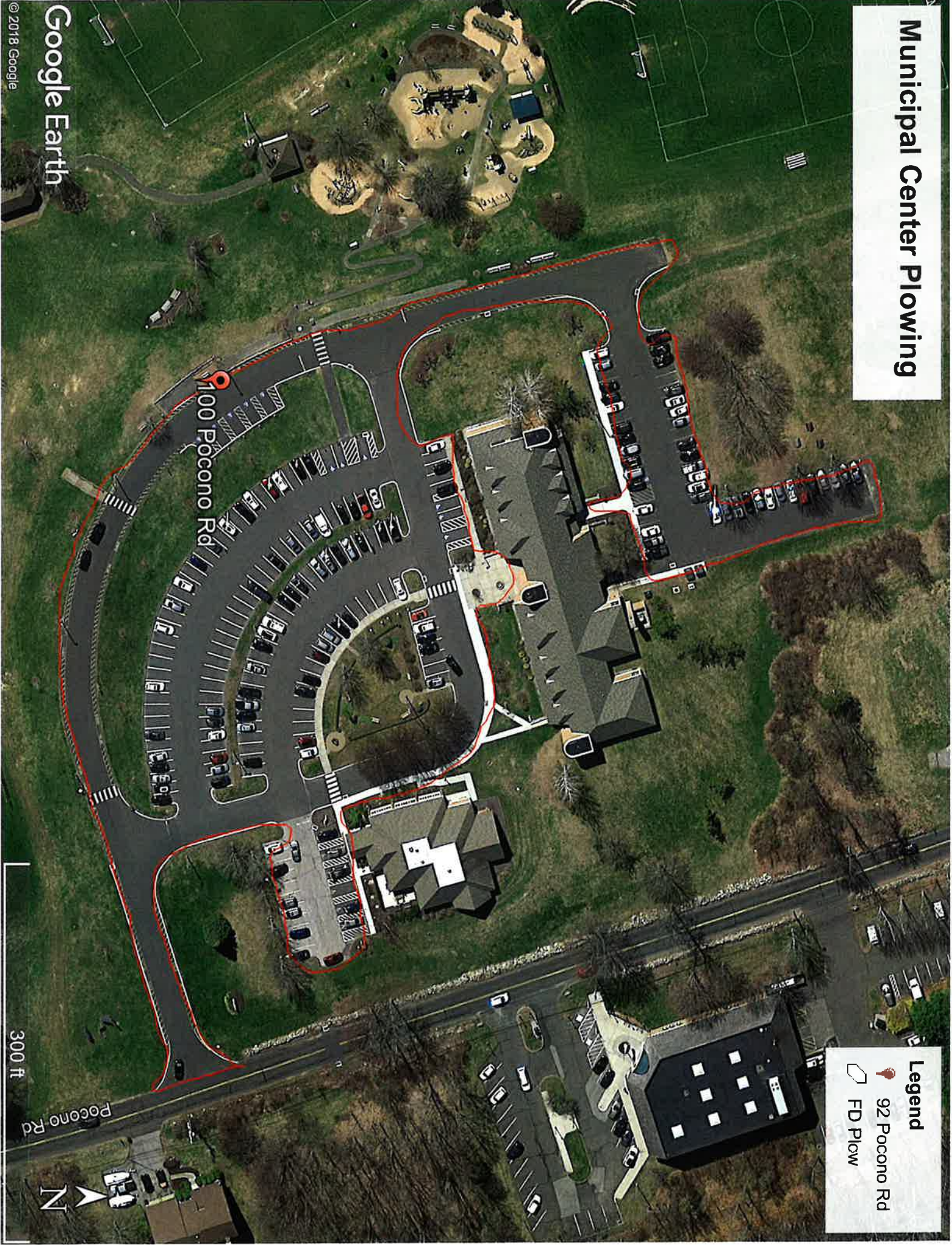
© 2018 Google



MUNICIPAL CENTER, 100 POCONO RD

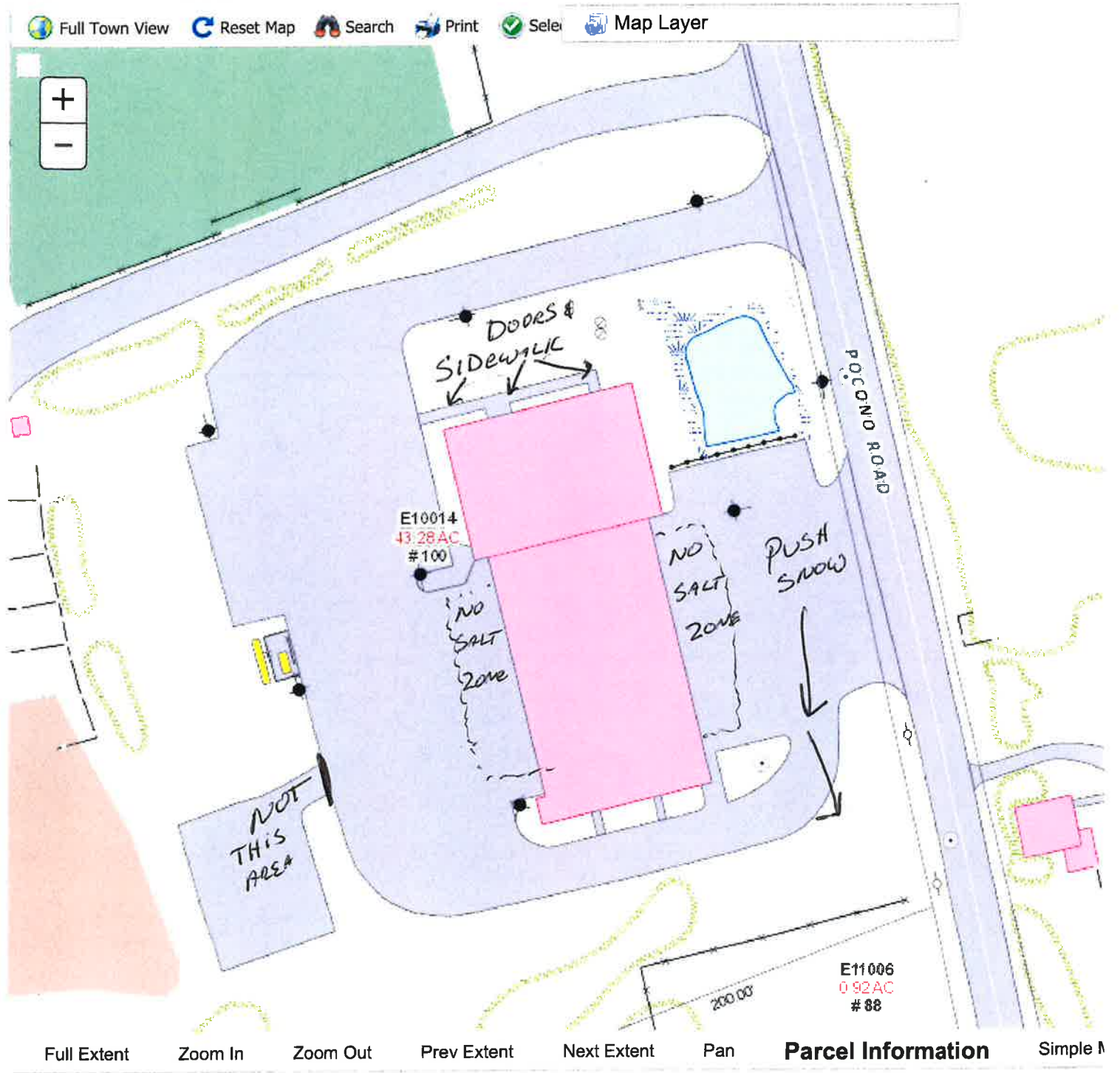
Municipal Center Plowing

- Legend**
- 📍 92 Pocono Rd
 - 📐 FD Plow



Google Earth

© 2018 Google



MapXpress v1.2

FIRE DEPT, 92 POCONO RD

Fire Dept Plowing

© 2018 Google
Google Earth

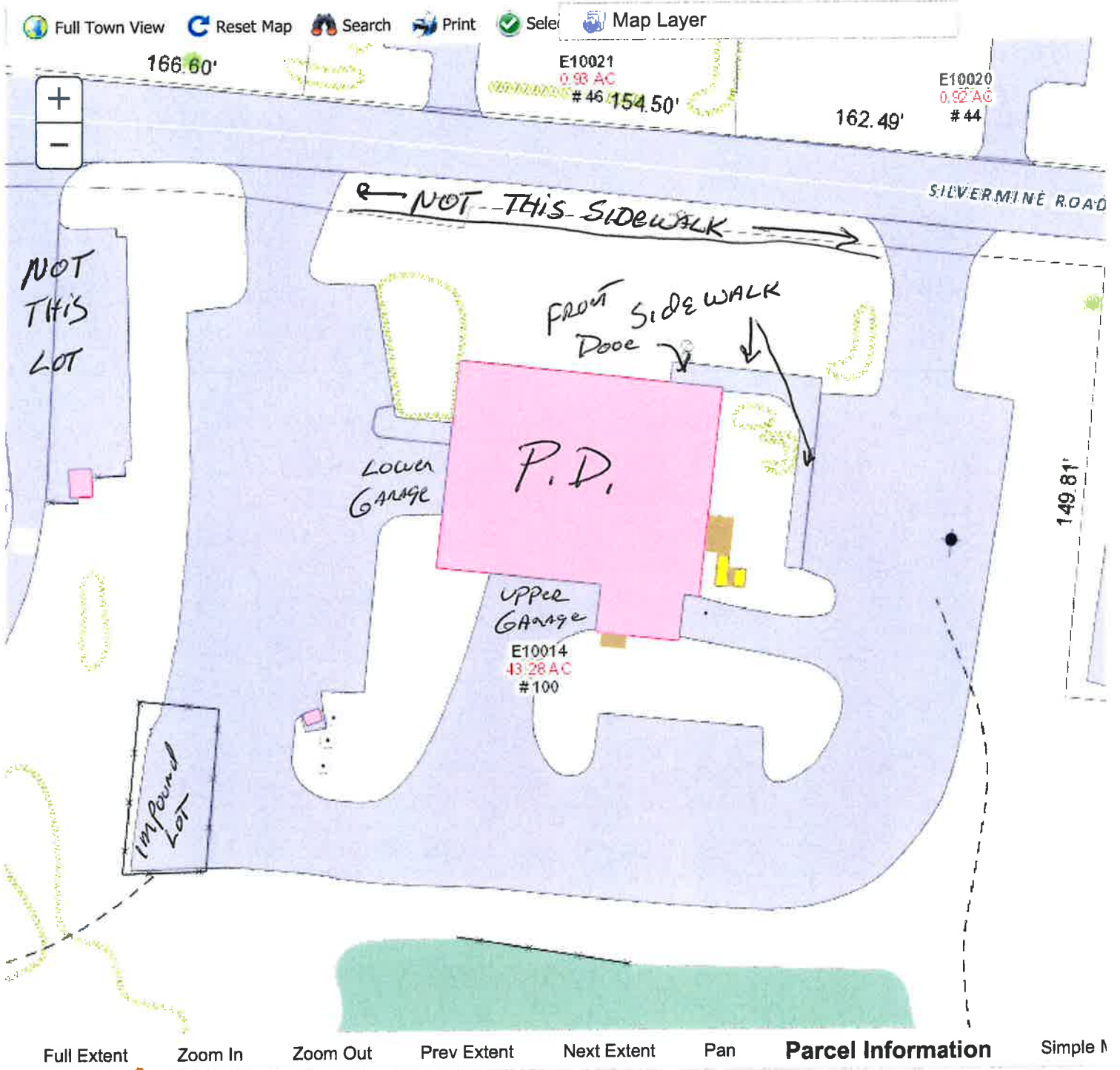


Legend

-  92 Pocono Rd
-  FD Plow

300 ft





MapXpress v1.2

POLICE DEPT, 63 SILVERMINE Rd.

Police Department Plowing

Silvermine Rd

63 Silvermine Rd

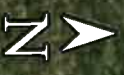
Legend

- 📍 92 Pocono Rd
- 🚧 FD Plow

Google Earth

© 2018 Google

100 ft



**TOWN OF BROOKFIELD, CONNECTICUT
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**Town of Brookfield – SAMPLE DRAFT Contract
[Expected To be executed upon notice of award]**

This Agreement made as of the _____ day of _____ the
year _____ by and between the Town of Brookfield, 100 Pocono Road, Brookfield,
Connecticut, 06804 (herein after called the Owner), and
_____, doing business at
_____, (herein after called the Contractor).

Witnesseth that the Owner and the Contractor in consideration of the mutual covenants herein
after set forth, agree as follows:

Article 1. Work:

The contractor will perform all work as shown in the Contract Documents for the completion of the
Project generally described as follows: _____

The work to be done consists of the furnishing of all labor, materials, tools, equipment and
resources necessary to perform the project as shown on the plans and as described in the
specifications labeled as

Article 2. Owners Representative:

Mary Knox, Parks and Recreation Director and designee's, will act as the Owners
Representative for the Town in connection with approvals and completion of the Project
in accordance with the Contract Documents.

Article 3. Contract Time:

The work shall be started on or about _____ and shall be completed (or continue thru
to) and be fully completed and operational, including all testing, certifications, approvals and
licenses as required, no later than _____ following the Towns Fiscal year, with the
same time frames for subsequent following years if approved.

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Article 4. Contract Price:

_____ as per Quote/Proposal _____ dated ___ / ___ / ___. The Owner will pay the Contractor for performance of the Work and completion of the Project in accordance with the Contract Documents and all Specifications subject to adjustment by authorized modifications as provided therein in current funds as follows:

Upon satisfactory completion of work and invoicing.

Article 5. Progress and Final Payments:

The Owner will make 4 equal contract payments on account of the Contract Price (December, January, February, March) upon being invoiced and applied for and approved for satisfactory work performed.

Article 6. Contract Documents:

The Contract Documents which comprise the contract between the Owner and the Contractor are attached hereto and are made a part hereof and consist of the following as appropriate, provided and available:

- A. This agreement
- B. Exhibits to this Agreement
- C. Contractor's Bid Proposal, Certificate of Insurance, Hold Harmless Agreement.
- D. Bid Specifications _____ labeled as _____
- E. Any modifications, including change orders, duly executed and delivered after execution of this agreement.

Article 7. Miscellaneous:

- A. Terms used in this Agreement which are defined in the Specifications shall have the meanings as indicated.
- B. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

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- C. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- D. The Owner reserves the right to cancel the contract for documented non-performance that is not corrected within a reasonable time frame of prior to the next mowing.
- E. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

In witness whereof, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed in the presence of:

Town of Brookfield, Signed

By : _____
Town of Brookfield, Printed / Title

Date _____

Contractor, Signed

By _____
Contractor, Printed

Date _____

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APPENDIX A - INSURANCE REQUIREMENTS

Each successful Bidder shall comply with the following insurance obligations:

Bidder shall at all times carry and maintain at the Bidder's sole expense, on all operations hereunder:

A Certificate of Insurance for the Limits of Liability stated below should be e-mailed to the Finance Department (gayj@brookfieldps.org). **Bidders may not perform any work until all insurance requirements are met.**

1. **A Comprehensive General Liability Insurance** as will protect the Bidder, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by the Bidder or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
 - Bodily Injury Liability and Property Damage Liability:
\$1,000,000 each occurrence.
 - The Town shall be named as an Additional Insured

2. **Worker's Compensation Insurance and Employer's Liability** for all of employees, employed at the site and in case any work is sublet, the Bidder shall require the subcontractor similarly to provide Worker's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation and Employer Liability:
Statutory Limits

3. **Comprehensive Auto Liability Insurance:**
 - Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Bidder, or used by the Bidder in the Prosecution of the work under the Contract, shall be in the minimum of \$1,000,000 each occurrence.

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

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APPENDIX B - HOLD HARMLESS AGREEMENT

To be signed, notarized and returned with the proposal

To the fullest extent permitted by law, the undersigned Bidder shall defend, indemnify and Hold Harmless the Town of Brookfield, it's affiliated entities, and their employees and agents (collectively "the indemnified parties") , with respect to all losses, damages, fines, penalties, costs and expenses and liabilities, including, but not limited to, costs and expenses of defending against any of the foregoing, arising from any claim, suit or action in which it is alleged or determined that any injury to or death of any person, or damage or destruction to the property of any person caused, in whole or part by : (i) the acts or omissions, whether negligent, willful or otherwise, of Bidder, it's employees or agents; (ii) the violation of any statute, rule, ordinance or regulation, by Bidder, it's employees or agents; or (iii) Bidders agents or employees performance of, non-performance of, or failure to properly perform, its obligations and duties under this contract.

The forgoing obligations to defend and indemnify shall apply regardless of any allegation or determination that an Indemnified Party caused or contributed to, or was liable for, in whole or in part, the death, injuries or damages alleged. Bidder hereby acknowledges its assumption of full and complete responsibility and liability for losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities arising from any of the causes listed herein above, even in cases where the Bidders assumption of such responsibility and liability involves the defense and indemnification of an Indemnified Party from the consequences of its own alleged negligence. Bidder hereby agrees that no condition precedent to its obligations to defend and indemnify stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to such obligations.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this:

Signed, Authorized Company Representative

Date

Printed, Authorized Company Representative

Signed, Sealed and Delivered in the Presence of:

Signed, Notary Public

Date

Printed, Notary Public

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APPENDIX C – BIDDER GENERAL INFORMATION SHEET

Please use this or include in the proposal

Company Name: _____
 Address _____

 Contact Name: _____
 Contact E-mail: _____
 Telephone: _____
 Type of Entity: Corporation Partnership LLC or LLP Sole Proprietor Other (List)
 Years in Business: _____

References – Connecticut Municipalities Preferred

Organization:	
Contact Name:	
Contact E-mail:	
Contact Phone:	
Services Provided:	

Organization:	
Contact Name:	
Contact E-mail:	
Contact Phone:	
Services Provided:	

Organization:	
Contact Name:	
Contact E-mail:	
Contact Phone:	
Services Provided:	