SHORE LINE EAST RAILROAD STATIONS

Request for Proposal #: 14-SOM20-003

Snow and Ice Management Services

Mandatory Walk-Through

10:00 AM on Monday, October 26, 2020

Meet at: State-owned Parking Lot

in Old Saybrook Railroad Station

Proposals Due

Thursday,

October 29, 2020

05:00 PM

Submitted To:

Sherrie Garner

Vice President of Operations

DeMarco Management Corporation

sgarner@demarcomc.com

PROPOSAL SUBMISSION CHECKLIST

##### SHORE LINE EAST RAILROAD STATIONS

**RFP #: 14-SOM20-003**

**SNOW AND ICE MANAGEMENT SERVICES**

**THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED WITH THE PROPOSAL**

**REFER TO EXHIBIT “D” – SCORING MATRIX EVALUATION CRITERIA FOR ADDITIONAL**

**INFORMATION**

COMPLETED AND SIGNED REQUEST FOR PROPOSAL

EXHIBIT “B” – PRICE SCHEDULE

EXHIBIT “F” – EQUIPMENT SCHEDULE

VERIFICATION OF CURRENT EXPERIENCE MODIFICATION RATE (NCCI FORM OR EQUIVALENT)

CURRENT OSHA FORMS 300 AND 300A

CURRENT WRITTEN SAFETY PROGRAM TABLE OF CONTENTS

PROVIDE CURRENT CERTIFICATE OF INSURANCE

PROVIDE THREE (3) CLIENT REFERENCES FOR SIMILAR SERVICES

CURRENT DAS CERTIFIED “SET-ASIDE CONTRACTORS” CERTIFICATE

REQUEST FOR PROPOSAL

**RFP #: 14-SOM20-003**

**Snow and Ice Management Services**

**Shore Line East Railroad Stations**

|  |  |
| --- | --- |
| Mandatory Walk-Through**:** | **Monday, October 26, 2020 at 10:00 AM**  **Old Saybrook Train Station State-Owned Parking Lot**  **36 North Main Street, Old Saybrook, CT** |
| Proposal Due Date: | Thursday, October 29, 2020 by 05:00 PM |
| Submitted To: | Sherrie Garner  Vice President of Operations  DeMarco Management Corporation  117 Murphy Road  Hartford, CT 06114  sgarner@demarcomc.com |

Submitted By:

*Firm Name*

*Street Address*

*City State Zip*

1. **General Information**
   1. Purpose: DeMarco Management Corporation acting on behalf of the State of Connecticut Department of Transportation through a Property Management Agreement is seeking proposals for snow and ice management services from qualified contractors.
   2. Definition of Parties: For reference, DeMarco Management Corporation will hereinafter be referred to as “Property Manager’; the State of Connecticut Department of Transportation will hereinafter be referred to as “Owner”; the Shore Line East Railroad Stations will hereinafter be referred to as “Properties”; and the entity proposing to provide Contract Duties defined herein will hereinafter be referred to as “Contractor”.
   3. Property Manager and Owner have the right to choose the Contractor that is in their best interest.
2. **Contractor Instructions:**
   1. **Mandatory Walk-Through: A mandatory walk-through and tour will be held on Monday, October 26, 2020. The walk-through will begin at 10:00 AM in the State-owned parking lot of the Old Saybrook Train Station, 36 North Main Street, Old Saybrook. The purpose of the walk-through is for Contractors to familiarize themselves with the Properties and provide further clarification as may be required.**
   2. **Submission: Proposals are due no later than Thursday, October 29, 2020 at 05:00 PM, no exceptions. Proposals shall be submitted via email to Sherrie Garner. Adherence to this deadline is imperative, unless due date is extended by written notice to all parties.**
   3. All responses MUST include the pricing proposal provided in this RFP titled Exhibit “B” and Exhibit “B-1”, completed in entirety, unless otherwise instructed. Failure to comply may be cause for dismissal of your proposal. Proposal must be signed by owner of company or authorized representative.
   4. All responses MUST also include a list of Equipment and Materials in this RFP titled Exhibit “B” to be used for this Contract. Failure to comply may be cause for dismissal of your proposal.
   5. Inquiries: Contractor may submit written questions concerning this RFP to the Property Manager. Any questions should be addressed to the contact provided below before noon on Tuesday, October 27, 2020. Written inquiries received after the deadline for receipt of written inquiries will not be considered. Questions and responses thereto will be sent to all Contractors who have obtained a copy of this RFP from the Property Manager. The Property Manager will not be bound by oral responses to inquiries or written responses other than those issued as Supplements to this RFP.

Sherrie Garner

Vice President of Operations

DeMarco Management Corporation

sgarner@demarcomc.com

* 1. Proposal Preparation Costs: Contractors must bear all cost associated with their Proposals including preparation, copying, postage, and delivery costs. Property Manager will not be responsible for any costs or expenses incurred by Contractors responding to this RFP.
  2. Cancellation of Solicitation: Property Manager retains the right to cancel this RFP at any time prior to the execution and approval of an Agreement. If this RFP is canceled, all proposals received in response to this RFP will be rejected. All proposal preparation costs remain the responsibility of the Contractor.

* 1. Return of Proposals: Property Manager shall be under no obligation to return any proposal or materials submitted by a Contractor in response to this RFP.
  2. Form of Agreement: In submitting a proposal, Contractor acknowledges and agrees to execute the Property Manager’s Contract Agreement attached hereto without exception or modification.
  3. Agreement Term: The Agreement term shall be for a period of one (1) year commencing with the **Winter 2020-2021 season**. Winter season is described as typically November – March, but may include other months, if needed. The actual beginning and ending dates may vary depending upon weather conditions. The Contractor shall fulfill the requirements of this Request whether or not the dates are earlier or later than stated.
  4. Contract Administration: The Property Manager or assigned designee shall be the authorized representative in all matters pertaining to the administration of the Agreement.
  5. Insurance: During the entire term of the Agreement, Contractor agrees to maintain at its sole cost and expense insurance coverages with minimum limits as set for the in the attached Exhibit “C”.
  6. Related Experience and References: Please include a list of similar projects completed by your firm and three (3) client references, including name, and contact information. Also include other properties that you will be providing snowplow services to in the CT Shoreline area. Explain your ability to provide these services in a responsive and responsible manner.

1. **Contract Duties:**
   1. Contract Duties: Contractor must be able to provide 24/7 coverage in accordance with the criteria set forth in the attached Exhibit “A” including, but not limited to, snow and ice management services.
2. **Prices:**
   1. Prices shall be submitted on Exhibit “B” – Price Schedule and shall remain firm for a period of thirty (30) days from the date of receipt of this proposal.
3. **Contact:**
   1. Contractor’s representative authorized to discuss content of submitted proposal:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Staffing:**
   1. Contractor agrees to provide the following minimum number of personnel to perform the Services:

Supervisors: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Equipment Operators: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Laborers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Subcontractors:**
   1. Contractor proposes to utilize the following subcontractors in providing the Services:

Subcontracted Work

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Company Structure:**
   1. Contractor Operates as**:**

Corporation 🞏 Yes 🞏 No State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sole proprietor 🞏 Yes 🞏 No

Partnership 🞏 Yes 🞏 No

Other 🞏 Yes 🞏 No Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or,

Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CT Tax Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Certification**
   1. Contractor acknowledges the Property Manager and the Owner reserve the right to accept or reject any or all proposals and to waive any informality in the proposal process and to award the Contract Agreement to the Contractor considered best qualified at the time to prosecute the Contract Duties to full and satisfactory completion. Proposals shall remain valid and binding for a period of thirty (30) days from the date set forth herein for receipt of proposals.
   2. The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other entity, that it is competing in its own interest and in its own behalf without connection or obligation to any undisclosed entity or person, that no other entity or person has any interest in regard to all conditions pertaining to the Contract Duties and in regard to the place where it is to be done, has made its own examination and estimates and from them makes this proposal.

Respectfully Submitted,

Contractor’s Legal Company Name

Authorized Signature Date

Title

Above Name Typed or Printed

**EXHIBIT “A”**

DESCRIPTION OF GOODS AND SERVICES

RFP #: 14-SOM20-003

Snow and Ice MAnagement Services

Overview:

DeMarco Management Corporation, acting as the Property Manager on behalf of the Connecticut Department of Transportation, Office of Rail, is currently soliciting proposals for Snow and Ice Removal Services for the Shore Line East Railroad Stations. The Shore Line East Railroad system encompasses seven (7) commuter trains stations within a 30.19-mile radius, ranging from Old Saybrook, CT to New Haven, CT. Only six (6) of the seven (7) commuter stations are included in this package (See section 4 below). Submission of a proposal must be completed in its entirety, inclusive of all stations. Failure to provide a complete proposal will result in disqualification. Property Manager reserves the right to enter into a contract for any part or in entirety as it determines in order to provide a comprehensive and cost-effective package.

1. **Scope of Services**
   1. Contractor shall provide complete snow removal and ice control at all locations listed for an Annual Fixed Base Price that includes ten (10) storms of 1” or more and Spring clean-up of all sites.
   2. Storm Service Definition
      1. **Storm service is defined as pre-treatment, snow removal and ice control during the snow event, and post-treatment.**
      2. **Storm service shall commence at 1” of accumulation.**
   3. A storm event that lasts for a multiple day(s) period shall be considered a single event within the parameters of the base bid. The duration of the storm shall be determined by Weather Roundup, a CTDOT weather reporting site.
   4. Fixed monthly payments shall be made for November, December, January, February, March, and April.
   5. Additional storms beyond the ten (10) storms included in the Annual Fixed Base Price will be paid in accordance with Exhibit B.
   6. Contractor shall only provide hauling services following Property Manager pre-approval.

1. **Services**
   1. Snow removal and ice control on all driveways, roadways, sidewalks, stairways, platforms, stairwells and parking lots.
   2. Snow and ice melting material application on all driveways, roadways, sidewalks, stairways, platforms, stairwells and parking lots.
   3. Snow hauling services.
   4. Spring clean-up of all sites to include repair or replacement of items damaged during the snow removal process. This shall include replacement of concrete, bituminous curbs, foliage, signage, ballast stone, tactile pads at sidewalks, fencing or any other object damaged or affected by the snow removal process.
2. **Extra Items**
   1. Extra items shall be paid separately, and as requested by Property Manager.
   2. Extra items include:
      1. Additional staff;
      2. Additional salt / calcium/magnesium/magnesium chloride;
      3. Snow hauling with Equipment and Supervision;
      4. Push-back of snow.
3. **Locations**
   1. Branford Station: 25 Maple Street, Branford, CT
   2. Guilford Station: 325 Old Whitfield Street, Guilford, CT
   3. Madison Station: 77 Bradley Road, Madison, CT
   4. Clinton Station: 10 John Street Extension, Clinton, CT
   5. Westbrook Station: 119 Essex Road, Westbrook, CT
   6. Old Saybrook Lot: 36 North Main Street, Old Saybrook, CT
4. **Property Manager Performance**
   1. Property Manager reserves the right to perform any activities using its own, outsourced or State forces at any and all times.
5. **Employees Work – State Jurisdiction**
   1. All work performed and employees on the premises shall be subject to the jurisdiction of Property Manager Representative. The Contractor shall hire only employees with good character and technical knowledge of their duties to properly conduct such services.
   2. The Contractor shall supply personnel trained in the performance of tasks required by this contract and familiarize all employees with the requirements unique to working in and around a transportation facility, including Property Manager Security Regulations. Contractor shall adhere to established security and/or property entrance policies and procedures established for each location. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter the premises.
   3. The Contractor shall be responsible for the proper personal conduct of all its personnel while on the premises. Criminal background checks are not required for this contract; however, the Contractor shall remove any employee from this project whose conduct Property Manager believes is detrimental to its best interest, the best interest of the general public, or occupants. Thefts, threats, violence or verifiable sexual harassment claims are grounds for immediate staff expulsion.
6. **Transporting Equipment**
   1. The cost of transporting equipment to and from the area in which it shall be used shall be the responsibility of the Contractor. No transportation charges, setup or breakdown fees or charges shall be allowed.
7. **Safety Equipment and Procedures**
   1. Each and every employee of the Contractor that is involved in any work under this Contract shall wear fluorescent, State approved safety vests (supplied by the Contractor), and hard hats at all times. All equipment shall be in good working order and meet all current OSHA requirements. All vehicles shall have flashing yellow beacons.
   2. The Contractor shall insure that all proper safety items shall be worn by all personnel at the job site.
   3. Platform Access Procedures:
      1. All Contractor personnel accessing the platform in Amtrak territory must take and successfully complete an online Amtrak Safety course and must present the Amtrak identification card while on the platform. This expense is the responsibility of the Contractor. <https://amtrakcontractor.com/>
      2. Contractor must coordinate access to the platform with an Amtrak representative. This requires contact be made with Amtrak Safety to pre-schedule a mutually acceptable time. Amtrak shall require at least one hour notice to provide support personnel.
      3. Under no circumstance shall the Contractor access the platform without the Amtrak Safety Representative being present.
      4. Contractor shall don appropriate PPE while on the platform. PPE includes, but is not limited to Orange Reflective Safety vest, Hard Hat, Proper Safety Shoes, and Safety Glasses.
      5. The use of snow blowers is acceptable on the platform.
   4. Contractor must attend a mandatory Snow and Ice Removal Preparedness Meeting. This meeting is TBD and will be scheduled after contract award. The meeting will be scheduled at the end of October or beginning of November.
      1. **Due to COVID-19, this meeting may be scheduled as a virtual meeting.**
   5. Contractor must follow and abide by FRA safety regulations for Drug and Alcohol testing 49 CFR § 219.601
      1. Proof of the Contractor, it’s employees and subcontractor’s enrollment in an FRA qualifying program may be required at the Property Manager and Owner’s discretion.
8. **Post Award / Annual Meeting**
   1. A post award / Annual meeting will be scheduled with the Contractor to review contract requirements including qualifications, insurance compliance, invoice, billing and payment terms, etc. Such meetings shall be held at no additional cost to the Property Manager.
9. **Snow and Ice Removal Services**
   1. This contract shall provide curb-to-curb snow removal and ice control for all entrances, exits, driveways, roads, parking areas, handicapped parking, sidewalks, platforms and stairways so that Commuters have safe access to all buildings, platforms and parking areas at all times. The working limits of these services are outlined during the Mandatory Walk-Through and in the aerial maps provided in exhibit “H”
10. **Emergency Contact**
    1. The Contractor shall supply Property Manager with a twenty-four (24) hour telephone number for emergency calls. This shall be a direct line to a qualified individual, who is on call and able to respond immediately to emergency situations. A call back to Property Manager in response to a voicemail message shall be made within thirty (30) minutes or a set-off of fifty dollars ($50.00) from monthly invoice shall be taken.
11. **Communication Requirements**
    1. The Contractor shall be required to possess and use a cellular phone with camera and e-mail capabilities for communicating with Contractor’s dispatch and to the Property Manager when performing work at the SLE stations. The designated contractor’s personnel is required to provide periodic updates as to the site conditions including photographs at a duration not to exceed two hours during any event.
12. **Reporting Requirements**
    1. Contractor must submit an email progress update, including pictures, to the Property Manager and Owner by 4:45 am at the latest during a response to an event.
    2. Contractor shall produce and complete a snow event report through the use of a checklist for each station per each event. This document must be filed with the Property Manager within 24 hours after the close of the event.
13. **Snow Removal Procedures**
    1. The following are the minimum contract requirements. Property Manager reserves the right to determine what type of materials shall be used.
    2. The Contractor’s employees shall be on duty and performing snow and ice control duties on a 24-hour basis, as deemed necessary, which will be based on the snowfall rate.
    3. The Contractor shall remove snow from all entrances, exits, driveways, roads, parking areas, sidewalks, handicapped areas, platforms, emergency egresses and stairways.
    4. The Contractor shall anticipate that snow removal and ice management will be required around vehicles that remain in the parking areas during snow events. Contractor shall use snow removal equipment that will allow cleanup and snow removal within twelve (12) inches of the vehicle on all sides.
    5. Catch basins shall be kept open. Utility concrete pads and fire hydrants shall be shoveled out after each snowstorm depositing over 1” of snow.
    6. The following areas shall be cleaned for each business day by 5:00 a.m.: all entrances, exits, driveways, roads, parking areas, sidewalks, handicapped areas, platforms, emergency egresses and stairways.
       1. (e.g.): If a storm continues for three (3) days, each of the above listed areas shall be cleared by 5:00am each morning for the duration of the storm.
    7. Contractor shall coordinate with Amtrak representative for protective services prior to entry onto any and all platforms.
14. **Contractor Call-In**
    1. The Contractor may be called to the site by Property Manager if a minor storm or snow squall occurs that has the potential to create hazardous conditions, which may or may not result in 1” or more of snow accumulation. The Contractor shall respond within 1½ hours with all equipment and personnel required. If the snowfall is less than one 1”, it shall be paid for according to Items 8 – 13B of Exhibit B (Price Schedule). If 1” or more of snow falls, it shall be classified as a storm and shall become one of the ten (10) storms required. However, if ten (10) storms have already occurred, it shall be paid according to Items 2 – 7. Property Manager reserves the right to not call the Contractor and to use State forces at its sole discretion.
    2. Property Manager shall notify the Contractor on a call-in basis if snow removal is required for a storm generating less than 1” of snow. Snow removal for this situation shall include a curb-to-curb cleaning of all driveways, roads, and parking lots, snow removal on all stairways and sidewalks, and an application of 100% salt shall be applied to all driveways, roads, and parking lots. An application of 100% Calcium/magnesium/magnesium Chloride flake shall also be required for all stairways and sidewalks. This shall be paid under Items 8 – 13B of the Price Schedule.
    3. The Contractor shall respond automatically (without receiving a call from Property Manager) with the appropriate staff and equipment as outlined in these specifications whenever any storm begins that is expected to deposit over 1” of snow; this requirement shall be tempered with good judgment. If a 6” storm is forecast and western areas are receiving snow, mobilization shall occur at the first flakes. The Contractor then shall notify Property Manager that he is mobilizing. If there is consensus between the Contractor and Property Manager that a storm is not imminent or not over 1”, then communication with Property Manager representative shall occur to determine a course of action.
15. **Contractor’s Site Manager**
    1. A Site Manager without a driving or plowing assignment shall be present at all times to oversee the complete snow and ice removal operation of the facilities as well as the control and supervision of all personnel. The Site Manager shall not be counted as part of any minimum staffing requirement, nor shall this person be counted as part of any staffing.
    2. The sole responsibility of the Site Manager shall be management and supervision of the snow removal and ice management process.
    3. The Site Manager’s name shall be submitted at the start of the snow season and shall be the same individual for the entire snow season unless approved in writing by the Property Manager.
    4. Site Manager shall be responsible for all reporting in accordance Section 12 and 13, during snow events.
16. **Staffing**
    1. The Contractor shall provide trained, licensed and an adequate number of personnel , in addition to machine operators, for the removal of snow and ice at all entrances, exits, driveways, roads, parking areas, sidewalks, handicapped areas, platforms and stairways. Failure to have the specified staff present may result in a set-off of one hundred ($100.00) dollars per man-hour from the monthly invoice amount.
17. **SnowStorm**
    1. A snowstorm is defined as a weather event with an accumulation of snow of 1” or greater.
    2. **A Storm service is defined as pretreatment, snow removal and ice control during a snow event, and a post treatment.**
    3. When a storm occurs during the night, the Contractor shall have completed plowing and cleaning all entrances, exits, driveways, roads, parking areas, sidewalks, handicapped areas, platforms and stairways by 5:00 a.m. unless the storm continues during the operating hours. These areas shall be cleaned and treated with 100% Calcium/magnesium/magnesium Chloride flake continually until the end of the event; and prior to the station closing to prevent overnight re-freezing.
    4. For sidewalk and platform clearing of snow, snow blowers, shovels, powered brooms, brushes, or bobcats are required.
    5. If freezing rain, sleet, or hail occurs, a continual scraping and application of 100% Calcium/magnesium/magnesium Chloride flake shall be required until 11:30 p.m., and a complete cleaning and scraping down to the bare concrete surface shall be performed at the end of the precipitation. The Contractor shall maintain open travel areas as shown on the Drawings with application of 100% salt continuously twenty-four (24) hours a day, seven (7) days a week and clear the whole area during the overnight period. The Contractor shall provide spot material application consistent with what is normally applied (100% salt or 100% Calcium/magnesium/magnesium Chloride flake) of all entrances, exits, driveways, roads, parking areas, sidewalks, handicapped areas, platforms and stairways for the next morning following the storm.
    6. Upon completion of each snowstorm, Property Manager Representative shall perform a site inspection along with the Contractor’s Site Manager. At that time, the Contractor is responsible to take immediate action within two (2) hours to correct problems that are brought to their attention.
    7. Contractor will pile snow in approved areas only. No piles of snow are allowed to block any roadway, handicap parking space, or sight line at any time. An application of 100 % salt shall be performed continuously until 11:30 p.m. on all areas, unless in the sole opinion of Property Manager’s representative it is not needed. At the end of the storm, a complete curb-to-curb cleaning and scraping shall be performed before the application of 100% salt to all areas with the exception of stairways, sidewalks, and entrance areas where a complete cleaning and scraping down to the bare concrete surface shall be performed before an application of 100% Calcium/magnesium/magnesium Chloride flake can be applied. This may be necessary for a light snowfall.
    8. For determining snowfall accumulations for storms in excess of the ten (10) baseline storms, the official recorded values from the **Weather Roundup Report** from the State of Connecticut DOT for both Old Saybrook and New Haven shall be averaged. Contractor is expected to be subscribed to a Professional Weather Service and NOT rely on local weather news channels for weather forecasts.
18. **Maintenance of Sight Lines**
    1. The Contractor shall maintain all sight lines open on all driveways, roadways, entrances, and exits.
19. **Material Requirement**
    1. The Contractor shall include in his proposal, the application of 100% salt applied with a mechanical spreader, 100% application to all areas that have been scraped and/or plowed at all entrances, exits, driveways, roads, parking areas, sidewalks, handicapped areas, platforms and stairways.
    2. An application of 100% Calcium/magnesium/magnesium Chloride flake shall be spread evenly by 5:00 a.m. at all sidewalks, handicapped areas, platforms, emergency egresses(where applicable) and stairways.
20. **Equipment Requirement**
    1. The Contractor shall be capable of removing all snow and/or ice that accumulates during a storm event.
    2. Equipment to be used for snow and/or ice removal on sidewalks shall not exceed 10,000 GVWR.
    3. All equipment shall be manned with operators.
       1. Contractor shall provide a detailed list of equipment to be used at each station.
       2. Contractor shall disclose if there is a desire to store equipment on site for the duration of the season. Prior approval by the Property Manager will be required.
    4. Contractor shall provide equipment and trucks to continuously maintain all entrances, exits, driveways, roads, parking areas, sidewalks, handicapped areas, platforms emergency egresses and stairways and to provide the spreading of 100% salt / calcium/magnesium/magnesium chloride for the duration of the storm.
    5. The Contractor shall maintain equipment requirements for the duration of the contract period.
    6. Failure to have specified equipment on site may result in a set-off from the monthly invoice of one hundred ($100.00) dollars per hour for each piece of equipment not on site or not operable.
21. **Old Saybrook East (State-Owned Parking Lot)**
    1. All snow shall be placed in the Southeast corner of the parking lot. At no time shall the accumulated snow be allowed to cover the catch basin.
    2. The two pedestrian crosshatched walkways to the Amtrak parking lot shall be maintained at all times to allow access for commuters. This shall include the movement of snow outside of the property boundaries.
    3. The sidewalk located adjacent to the entrance and exit of the parking lot shall be maintained at all times.
    4. The parking lot experiences a large number of overnight parking and access to all the spaces is encumbered. The use of smaller equipment will be required to remove snow between and around vehicles.
    5. The property is enclosed by a wooden guardrail system, care should be taken not to damage or upheave the railing system. Contractor shall be responsible to repair any damage that occurs from snow removal services as deemed by Property Manager.
    6. Upon request of Property Manager, the Contractor shall supply additional 100% salt / calcium/magnesium/magnesium chloride at the stated Treatment price as proposed on the attached Pricing Schedule.
    7. Snow piles shall be hauled to an off-site location(s) by Contractor only per the request of Property Manager. There shall be an additional hourly fee to perform this work which is described in “Snow Hauling Services,” Section 32 of these specifications.
    8. Contractor and Property Manager Representative shall meet after every storm to assess the availability of the snow storage areas. The Contractor shall not be held responsible if there is not enough room for snow to be piled in designated areas.
22. **Old Saybrook West (State-Owned Parking Lot)**
    1. All snow shall be placed at the West end of the parking lot, at the retention pond.
    2. All sidewalks and walkways North and South of the lot, as well as the access to the gated area to the South, shall be maintained at all times.
    3. The crosswalk and sidewalk (up to the bottom of the ADA ramp) located East of the lot shall also be maintained at all times.
    4. The parking lot experiences a large number of overnight parking and access to all the spaces is encumbered. The use of smaller equipment will be required to remove snow between and around vehicles.
    5. Wheel stops are located at the West end of the parking lot, in front of the retention pond. These wheel stops may be removed during the snow season and piled neatly to the side. All wheel stops shall be replaced during Spring cleanup.
    6. Upon request of Property Manager, the Contractor shall supply additional 100% salt / calcium/magnesium/magnesium chloride at the stated Treatment price as proposed on the attached Pricing Schedule.
    7. Snow piles shall be hauled to an off-site location(s) by Contractor only per the request of Property Manager. There shall be an additional hourly fee to perform this work which is described in “Snow Hauling Services,” Section 32 of these specifications.
    8. Contractor and Property Manager Representative shall meet after every storm to assess the availability of the snow storage areas. The Contractor shall not be held responsible if there is not enough room for snow to be piled in designated areas.
23. **Westbrook Station**
    1. All snow shall be plowed to the west side of lot (refer to the aerial maps for approved locations).
    2. The entire parking area is a porous pavement lot, at no time shall sand be used.
    3. Contractor shall be responsible for the snow removal and ice management of both the North and South high-level platforms along with the pedestrian stairs and walkways accessing the platforms.
    4. All sidewalks and walkways for the North and South lots shall be maintained at all times.
    5. Contractor shall be responsible to maintain pedestrian walkways to Essex Road.
    6. Upon request of Property Manager, the Contractor shall supply additional 100% salt / calcium/magnesium/magnesium chloride at the stated Treatment price as proposed on the attached Pricing Schedule.
    7. Snow piles shall be hauled to an off-site location(s) by Contractor only per the request of Property Manager. There shall be an additional hourly fee to perform this work which is described in “Snow Hauling Services,” Section 32 of these specifications.
24. **Clinton Station**
    1. Due to construction at this station Contractor will only be responsible for areas outside the construction area.
    2. All sidewalks and walkways outside the construction area shall be maintained at all times.
    3. All snow shall be placed in the approved areas detailed in the aerial map. Due to construction being performed at the station, some of the designated areas have either been removed or reduced. At no time shall the accumulated snow be allowed to cover the catch basin.
    4. For larger events in excess of four inches, snow may be accumulated on the West side of the station in designated areas.
    5. Upon request of Property Manager, the Contractor shall supply additional 100% salt / calcium/magnesium/magnesium chloride at the stated Treatment price as proposed on the attached Pricing Schedule.
    6. This station is exceptionally narrow and special attention shall be given to vehicles and adjacent properties during plowing operations.
    7. Snow piles shall be hauled to an off-site location(s) by Contractor only per the request of Property Manager. There shall be an additional hourly fee to perform this work which is described in “Snow Hauling Services,” Section 32 of these specifications.
    8. Contractor and Property Manager Representative shall meet after every storm to assess the availability of the snow storage areas. The Contractor shall not be held responsible if there is not enough room for snow to be piled in designated areas.
25. **Madison Station**
    1. All snow shall be placed in the South side of the parking lot (refer to the aerial maps for approved locations).
    2. At no time shall snow piles impede line of sight of the oncoming traffic at the Bradley Road entrance.
    3. The entire sidewalk from the station all the way to Bradley Road shall be maintained.
    4. The secondary pedestrian rail access located to the East of the station shall be maintained within the same guidelines as the sidewalks.
    5. Special care should be taken not to damage any tactile warning system which is at the same elevation as the parking lot. Any damage shall be paid for by the Contractor.
    6. Upon request of Property Manager, the Contractor shall supply additional 100% salt / calcium/magnesium/magnesium chloride at the stated Treatment price as proposed on the attached Pricing Schedule.
    7. Snow piles shall be hauled to an off-site location(s) by Contractor only per the request of Property Manager. There shall be an additional hourly fee to perform this work which is described in “Snow Hauling Services,” Section 32 of these specifications.
    8. Contractor and Property Manager Representative shall meet after every storm to assess the availability of the snow storage areas. The Contractor shall not be held responsible if there is not enough room for snow to be piled in designated areas.
26. **Guilford Station**
    1. Guilford Station consists of a North and South station platform connected by a pedestrian bridge over the railroad tracks.
    2. Contractor shall be responsible for the snow removal and ice management of both the North and South high level platforms along with the pedestrian stairs and walkways accessing the platforms.
    3. All sidewalks and walkways for the North and South lots shall be maintained at all times.
    4. South side: Accumulated snow shall be piled on the east and west ends of the parking lots. On the eastern side, access must be maintained for local businesses. On the western side access must be maintained for the staircase leading to the public road (refer to the aerial maps for approved locations).
    5. Southside: The staircase providing access to the public road is closed to the public until further notice.
    6. North side: All snow shall be accumulated on the East side of the parking lot. On the eastern side, access must be maintained for Amtrak vehicles.
    7. North side: The staircase providing access to the public road is closed to the public until further notice. The walkway leading to this staircase shall be maintained under the same specifications as the sidewalks.
    8. Upon request of Property Manager, the Contractor shall supply additional 100% salt / calcium/magnesium/magnesium chloride at the stated Treatment price as proposed on the attached Pricing Schedule.
    9. Snow piles shall be hauled to an off-site location(s) by Contractor only per the request of Property Manager. There shall be an additional hourly fee to perform this work which is described in “Snow Hauling Services,” Section 32 of these specifications.
    10. Contractor and Property Manager Representative shall meet after every storm to assess the availability of the snow storage areas. The Contractor shall not be held responsible if there is not enough room for snow to be piled in designated areas.
27. **Branford Station**
    1. **Due to reduced ridership due to the COVID-19 pandemic, the west lot of the south side will be closed to commuter use. Access to the emergency vehicle access gate located in the west most south corner of the lot shall be kept clear of ice and snow. A path will vehicle path will be maintained from the access gate to the south main lot. Any barricades that are moved for the clearing of snow will be returned to a position blocking access to the west lot.**
    2. Branford Station consists of a North and South station platform connected by a pedestrian bridge over the railroad tracks.
    3. Contractor shall be responsible for the snow removal and ice management of both the North and South high-level platforms along with the pedestrian stairs and walkways accessing the platforms.
    4. All sidewalks and walkways for the North and South lots shall be maintained at all times.
    5. Branford South - East lot: all snow shall stockpile on the Southwest side of the parking lot. At no time should piles impede the drive aisle (refer to the aerial maps for approved locations).
    6. Branford South - West lot: all snow shall be stockpiled on the Southern portion of the parking lot (refer to the aerial maps for approved locations).
    7. Branford South: Access to Maple Street must be maintained at all times to foot traffic.
    8. Branford North: Access to Kirkham Street must be maintained at all times to foot traffic
    9. Branford North: all snow shall be stockpiled in the center of the roundabout and along the designated landscaped areas. At no time shall there be snow piled in the drive aisle or kiss-n-ride area (refer to the aerial maps for approved locations).
    10. Upon request of Property Manager, the Contractor shall supply additional 100% salt / calcium/magnesium / magnesium chloride at the stated Treatment price as proposed on the attached Pricing Schedules.
    11. Snow piles shall be hauled to an on-site location (refer to aerial station map for more information) by Contractor only per the request of Property Manager. There shall be an additional hourly fee to perform this work which is described in “Snow Hauling Services,” Section 32 of these specifications.
    12. Contractor and Property Manager Representative shall meet after every storm to assess the availability of the snow storage areas. The Contractor shall not be held responsible if there is not enough room for snow to be piled in designated areas.
28. **Spring Clean Up**
    1. All damage to curbs, light standards, light bollards, concrete work, fixtures, fences, tactile pads at sidewalks, signs and sign posts, parking lots, and plant material resulting from snow removal operations is the sole responsibility of the Contractor and shall be repaired or replaced in kind during the month of April at no cost to Property Manager.
    2. Prior to April 30, the Contractor shall remove all sand, debris, litter, and other material that has been deposited on the property during the winter, including at the Old Madison Site used for stockpiling excess snow. All lawn areas, shrub beds, fence lines, and planting areas shall be raked and left clean. All such debris as stated above shall also be removed from non-contract areas if such material was deposited during snow operations.
    3. The Contractor shall rake shrubs and/or mulch beds, and any/all grass areas shall be raked and/or re-seeded at the direction of Property Manager.
29. **Contract Prices**
    1. Annual Fixed Base Price shall include ten (10) storm events. Take note that each type of storm may require a different approach and staffing needs. No extra amount shall be paid for different types of events. Payment shall be as detailed in Exhibit B: Pricing Schedule.
    2. All labor, tools, equipment, and materials used for snow and ice control shall be supplied by the Contractor.
30. **Snow Removal Cost**
    1. Price for snow removal shall include ten (10) separate storm occasions during the contract period for Old Saybrook through Branford. Storm occasions in excess of ten (10) shall be paid for based on snowfall accumulation. The following six (6) separate rates referenced in Items 2 through 7 of the Price Schedule shall be provided for events over ten (10) storms. Item 2 (snowfall accumulation from 1” to 3”), Item 2 (snowfall accumulation from 3.1” to 6”), Item 4 (snowfall accumulation from 6.1” to 9”), Item 5 (snowfall accumulation from 9.1” to 12”), Item 6 (snowfall accumulation from 12.1” to 15”), and Item 7 (snow accumulation of over 15”). All six (6) prices for storms over ten (10) shall include full compliance with these specifications along with all 100% salt application on driveways, roads, and parking lots with a curb-to-curb cleaning and scraping at the end of the storm and an application of a 100% salt application after plowing. Prices shall also include all stairways, sidewalks and platform cleaning and scraping down to the bare concrete surface and an application 100% Calcium/magnesium/magnesium Chloride flake. Accumulation of snowfall for payment purposes shall be based on the official recorded values from the **Weather Roundup Report** from the State of Connecticut DOT for both Old Saybrook and New Haven shall be averaged. **Contractor is expected to be subscribed to a Professional Weather Service and NOT rely on local weather news channels for weather forecasts.**

1. **Snow Hauling Services**
   1. The Contractor shall perform snow hauling if directed by Property Manager. Snow hauling shall be placed at one of the following location(s) to be determined by Property Manager: Branford Expansion lot, old Madison lot, Hammonasett State Park (if available) or additional locations as may be made available by the Owner. An hourly rate shall be submitted for this with no mobilization charges allowed, and job site time spent in this activity shall be charged at the hourly rate for hauling as proposed in the attached Pricing Schedule. The bulk of the hauling, if not all of it, shall be during unoccupied hours. The amount of equipment required shall be as requested by Property Manager in order to facilitate and achieve expectations.
2. **Standard Wage Rates**
   1. Contractors must comply with all provisions of Connecticut General Statue § 31-57F, Standard Wage Rates for Certain Service Workers and must pay wages in accordance with the current wage rates provided by the State of Connecticut, DOL. Information regarding this Statute and how and when it applies can be obtained from DOL’s web site at: <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.
   2. Questions concerning the provisions and implementation of this act should be referred to the DOL’s Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114, or by calling 860-263-6790.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Submitted By:** | |  | **Year 1** |  |
|  | | | 2020-2021 Snow Season |  |
| **ITEM #** | **DESCRIPTION OF SERVICES** | | **Unit Price** |  |
|  |  | |  |  |
|  | **Storms 1 through 10** | |  |  |
| 1 | Storms 1 - 10 per specifications. (Annual Fixed Base Price) | | $ |  |
|  | Note: A Storm is defined as 1" accumulation or more. Any accumulation less than 1" will follow pricing schedule 8 -14A below. | |  |  |
|  | **Storms 11 through end of season (price per storm)** | |  |  |
| 2 | Snowfall accumulation from 1” to 3” | | $ |  |
| 3 | Snowfall accumulation from 3.1” to 6” | | $ |  |
| 4 | Snowfall accumulation from 6.1” to 9” | | $ |  |
| 5 | Snowfall accumulation from 9.1” to 12” | | $ |  |
| 6 | Snowfall accumulation from 12.1” to 15” | | $ |  |
| 7 | Snowfall accumulation from 15.1” + | | $ |  |
|  | **Additional Salt / Ice Melt treatments AND Storms less than 1' accumulation** | | |  |
| 8 | Additional Salt / Ice Melt treatment for Old Saybrook | | $ |  |
| 9 | Additional Salt / Ice Melt treatment for Westbrook Parking lots | | $ |  |
| 9A | Additional Salt / Ice Melt treatment for Westbrook Sidewalks | | $ |  |
| 9B | Additional Salt / Ice Melt treatment for Westbrook Platforms | | $ |  |
| 10 | Additional Salt / Ice Melt treatment for Clinton Parking lots | | $ |  |
| 10A | Additional Salt / Ice Melt treatment for Clinton Sidewalks | | $ |  |
| 10B | Additional Salt / Ice Melt treatment for Clinton Platforms | | $ |  |
| 11 | Additional Salt / Ice Melt treatment for Madison Parking lots | | $ |  |
| 11A | Additional Salt / Ice Melt treatment for Madison Sidewalks | | $ |  |
| 11B | Additional Salt / Ice Melt treatment for Madison Platforms | | $ |  |
| 12 | Additional Salt / Ice Melt treatment for Guilford Parking lots | | $ |  |
|  |  | |  |  |
| **ITEM #** | **DESCRIPTION OF SERVICES (Continued)** | | **Unit Price** |  |
|  |  | |  |  |
| 12A | Additional Salt / Ice Melt treatment for Guilford Sidewalks | | $ |  |
| 12B | Additional Salt / Ice Melt treatment for Guilford Sidewalks Platforms | | $ |  |
| 13 | Additional Salt / Ice Melt treatment for Branford Parking lots | | $ |  |
| 13A | Additional Salt / Ice Melt treatment for Branford Sidewalks | | $ |  |
| 13B | Additional Salt / Ice Melt treatment for Branford Platforms | | $ |  |
|  | **Hauling (Prior Approval Required)** | |  |  |
| 15 | Pay loader & Operator | | $ | /hr |
| 16 | Dump Truck & Operator | | $ | /hr |
| 17 | Additional Man Hours | | $ | /hr |
|  |  | |  |  |

**Exhibit “c”**

**insurance requirements**

**RFP #: 14-SOM20-003**

**Shore line East railroad Stations**

With respect to the operations performed by Contractor under the terms of the Agreement, and those performed for the Contractor by its subcontractors, Contractor is required to carry, and shall ensure that its subcontractors carry, for the duration of the Agreement, and any extensions thereto, the following minimum insurance coverage at its sole expense.

**commercial general liability**

Contractor shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars ($1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one (1) accident or occurrence and for all damages arising out of injury to or destruction of property in any one (1) accident or occurrence and, subject to that limit per accident, an aggregate limit of Two Million Dollars ($2,000,000.00) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

**automobile liability**

The operation of all motor vehicles, including those leased, hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars ($1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one (1) accident or occurrence and for all damages arising out of injury to or destruction of property in any one (1) accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars ($2,000,000.00).

**railroad protective liability**

When the Agreement requires operations on, over or under the right of way of any railroad company, Contractor shall provide, with respect to the operations that it or its subcontractors or independent contractors perform under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured and the Owner and Property Manager named as additional insureds, providing for coverage limits of (a) not less than Two Million Dollars ($2,000,000.00) for all damages arising out of any one (1) accident or occurrence in connection with bodily injury or death or injury to or destruction of property; and (b) subject to that limit per accident or occurrence, an aggregate limit of Six Million Dollars ($6,000,000.00) for all injuries to persons or property during the policy period. If such insurance is required, Contractor shall obtain the insurance at its sole expense and provide Property Manager with a copy of the insurance policy prior to commencing rail related work or activities and shall maintain such coverage until the work or activities are accepted by the Owner.

**workers compensation**

With respect to all operations Contractor performs and all those performed for Contractor by its subcontractors and independent contractors, Contractor shall carry and shall ensure that its subcontractors and independent contractors carry Workers’ Compensation Insurance in accordance with the laws of the State of Connecticut.

**employer’s liability**

Contractor shall carry Employer’s Liability Insurance providing for all claims for damages because of bodily injury, occupational sickness or disease, or death of its employees maintenance and cure with a total limit of One Million Dollars ($1,000,000.00) for each accident, One Million Dollars ($1,000,000.00) for disease for each employee and One Million Dollars ($1,000,000.00) disease policy limit.

**Exhibit “D”**

**SCORING MATRIX EVALUATION FACTORS**

**RFP #: 14-SOM20-003**

**Snow and Ice management Services**

**1. EVALUATION FOR AWARD**

The contract shall be awarded to the responsible Contractor whose offer is technically acceptable to the Property Manager and accepted by Owner and offers the Best Value as determined by the total overall score from the evaluation criteria specified below.

**2. RATING SCALE**

|  |  |  |
| --- | --- | --- |
| **Rating Scale** | | |
| **Numeric Rating** | **Adjective** | **Description** |
| 5 | Excellent | Exceeds most, if not all requirements; no deficiencies. |
| 4 | Good | Meets requirements and exceeds some requirements; no deficiencies. |
| 3 | Acceptable | Meets requirements; only minor deficiencies which can be clarified. |
| 2 | Poor | Fails to meet requirements, significant deficiencies that may be correctable. |
| 1 | Unacceptable | Fails to meet minimum requirements; major deficiencies which are not correctable. |

**3. EVALUATION STANDARDS**

The Property Manager will only evaluate a Contractor's Price Proposal if The Property Manager's finds that Contractor to be technically acceptable. The Property Manager shall check those Price Proposals for price reasonableness.

**4. EVALUATION CRITERIA**

The Property Manager will evaluate proposals based on the following evaluation factors:

**4.1 PRICE CRITERIA**

The price evaluation shall be objective. The Contractor with the lowest price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Contractor's evaluated price score: Total Evaluated Price for lowest price proposal/Total Evaluated Price of proposal being evaluated x weight = evaluated price score (20 Points)

Additional pricing which is the specific unit pricing requested for additional services that may be requested.

**4.2 SAFETY**

The Property Manager will rate the Safety based upon the extent to which the Contractor demonstrates experience, knowledge and understanding of key safety issues, including work zone safety, protocols, and understanding of RFP directives.

* 1. Experience Modification Rating (EMR); provide a copy of your organizations current EMR rating from Insurance provider.
  2. OSHA 200 Log –Provide a copy of our current OSHA 200 log.
  3. Written Safety Program – Provide a copy of your organizations written safety plan.

**4.3 EQUIPMENT**

The Property Manager will rate the Equipment based upon the extent to which Contractors describe, in clear and concise language their anticipated equipment requirements and their possession of resources needed to adequately support anticipated events and crisis situations to meet the requirements of this RFP.

* 1. Provide the anticipated equipment levels necessary to manage a ‘normal’ typical storm event.
  2. Identify additional equipment that may be utilized in the performance of the work for extraordinary events such as blizzards or freezing rain.

**4.2 STAFFING / MANAGEMENT**

The Property Manager will rate the staffing and management based upon the extent to which Contractors describe, in clear and concise language their staffing / management plans covered by this RFP.

1. The adequacy and relevance of the qualifications and experience of the proposed manager.
2. The qualifications and experience of key personnel, as referenced in this RFP.
3. The extent to which key and non-key personnel are available for the term of the proposed contract.
4. The adequacy of the Contractor's plan to ensure adequate training and understanding of requirements.
5. The Contractor’s understanding of the Railway Safety requirements and associated training.

**4.3 WORK OF SIMILAR NATURE**

* 1. The extent to which the Contractor's corporate relevant experience and past performance on contracts of comparable size demonstrates a likelihood of successfully performing the construction set forth in this RFP.
  2. The relevancy of the past performance management experience examples provided by the Contractor.
  3. The quality of references provided by the identified contact personnel.
  4. The extent to which Contractors provide a clear, concise, high probability for successfully completing the work and meeting all of the performance goals. This includes means and methods of responsiveness and communications.
  5. Experience, knowledge and past experience in the ability to meet the performance goals set forth in this RFP.
  6. The extent to which Contractors demonstrate knowledge and understanding of the type and level of effort necessary to ensure a successful effort, and the attainment of the performance goals.
  7. The extent to which Contractors demonstrate the ability to respond to emergency circumstances.
  8. The extent to which the Contractor has presented an adequate plan for keeping a readily available and adequate supply of materials.
  9. The extent to which Contractors have provided good solutions for resolving any technical uncertainties.
  10. The extent to which the Contractor's management plan demonstrates the ability to perform the construction project in compliance with the performance goals and standard specifications set forth in this RFP, and demonstrates a proactive approach to management.
  11. The extent to which the management plan demonstrates an adequate approach for ensuring the availability of staff and resources, over the term of the contract.
  12. The extent to which the Prime Contractor's communication plan ensures effective internal and external relaying of information relevant to the project.

|  |  |  |
| --- | --- | --- |
| **EXHIBIT “E”**   |  | | --- | | **Scoring Matrix**  **RFP #: 14-SOM20-003**  **Snow and Ice Management Services** | | | |
|
|  | **Points** |
| **Base Bid To include 2020/2021 Season by Station:** | 50 |
| **Additional Pricing** | 5 |
|  |  |
| **Safety Program - Provide written evidence of the following three items:** |  |
| *EMR rating* | 1-5 |
| *OSHA 300 Log* | 1-5 |
| *Written Safety Program* | 1-5 |
| **Equipment - Provide the number that you will dedicate to the Program per Event** |  |
| *Payloaders* | 1-5 |
| *Tri-Axles* | 1-5 |
| *Plow Trucks* | 1-5 |
| *Skid-Steers* | 1-5 |
| *Snow-blowers* | 1-5 |
| *Other* | 1-5 |
| **Staffing / Management Requirements - Provide the number that you will dedicate to the Program per Event** |  |
| *Operators* | 1-5 |
| *Supervisors* | 1-5 |
| *Shovelers* | 1-5 |
| *Overall number of Employees* | 1-5 |
| Completeness of RFP: | 1-5 |
| **Work of Similar Nature / Size - Provide current / past work similar in nature and size:** |  |
| Insurance requirements - Provide a sample Certificate of Insurance indicating minimum requirements are met | 1-5 |
| SBE Certification - Provide Certificate or how you would enlist SBE participation: | 1-5 |
| Scope Review / Interview / Responsiveness - To be conducted post submission: | 1-5 |
| References - Provide three references of work similar in nature, size and complexity: | 1-5 |
| ***Maximum Score*** | ***150*** |

|  |  |  |
| --- | --- | --- |
| **EXHIBIT “F”**   |  | | --- | | Equipment Schedule  **RFP #: 14-SOM20-003**  **Snow and Ice Management Services** | | | | |
|
| **Equipment Description** | **Quantity Available** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**EXHIBIT “G”**

SAMPLE SERVICES AGREEMENT

**SHORE LINE EAST RAILROAD STATIONS**

**RFP #: 14-SOM20-003**

**SNOW AND ICE MANAGEMENT SERVICES**

***THIS AGREEMENT*** is made and entered into this **[Insert date]** day of **[Insert month]**, **[Insert year]** (hereinafter “Agreement”) for the benefit of the State of Connecticut (hereinafter the “Owner”) by and between PROPERTY MANAGER Corporation, 46 Norwich Westerly Road, North Stonington, CT a Connecticut corporation (hereinafter “the Property Manager”) and **[insert name of contractor], [insert complete street address of contractor],** a **[business type]** (hereinafter “Contractor”).

***WITNESSETH;***

***WHEREAS,*** PROPERTY MANAGER is the Property Manager of the Owner’s properties located at the addresses identified in Exhibit “A” – Statement of Services (hereinafter “Property”) pursuant to a property management agreement between the Owner and the Property Manager (hereinafter “Property Management Agreement”); and

***WHEREAS,*** Contractor is skilled in the performance of the Services identified herein and has offered to perform said Services with respect to the Property; and

***WHEREAS,*** The Property Manager, in furtherance of its duties as the property manager of the Property is desirous of securing the performance of the Services by Contractor;

***NOW THEREFORE,*** in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed;

###### **TERM OF AGREEMENT**

###### The term of the Agreement shall begin on or about November 1, 2020 (hereinafter “Contract Commencement Date”) and shall end on or about April 1, 2021 (hereinafter “Contract Expiration Date”) unless terminated earlier as provided for herein. The actual beginning and ending dates may vary depending upon weather conditions. The Contractor shall fulfill the requirements of providing the Services whether or not the dates are earlier or later than stated.

###### **SNOW AND ICE MANAGEMENT SERVICES**

###### From the Contract Commencement Date and until the Contract Expiration Date or earlier termination of the Agreement, the Contractor shall perform the Services set forth in Exhibit “A” – Statement of Services to the complete satisfaction of the Property Manager and the Owner and shall perform the Services in a professional and workmanlike manner in accordance with best industry standards. Contractor shall obtain and pay for all applicable permits and governmental licenses and comply with all applicable governmental regulations.

1. **COMPENSATION**
   1. The Property Manager shall pay Contractor compensation for Contractor’s satisfactory performance of the Services in the amounts and at the rates established in Exhibit “B” – Price Schedule. Contractor shall invoice the Property Manager on a monthly basis on forms approved by the Property Manager. The Property Manager shall pay Contractor when the Owner provides the Property Manager with the funds to cover such payment pursuant to the Property Management Agreement. The Property Manager shall not be liable to Contractor for failure to pay Contractor hereunder unless the Property Manager fails through its own gross negligence or willful misconduct to make payments to Contractor for which funds have been provided to the Property Manager by the Owner.
   2. As part of each invoice Contractor shall submit, without exception, on the form provided to Contractor by the Property Manager, Contractor’s Affidavit of Payment and Partial Waiver and Release of Rights and affidavits and waivers from its subcontractors, independent contractors and suppliers for Services included in all prior and current payments to Contractor.
   3. Payments for Services completed will be equal to ninety five percent (95%) of the amount invoiced. Retainage shall be released to Contractor annually within thirty (30) days of the State’s annual audit.
   4. Contractor agrees to comply with the State of Connecticut Department of Labor prevailing wage requirements in the performance of the Services and to submit certified payrolls on a monthly basis or more frequently if directed by the Property Manager.
2. **ADDITIONAL WORK**
   1. From time to time during the term of the Agreement, the Property Manager may request that Contractor perform additional services or provide materials that are not set forth in Exhibit “A” – Statement of Services (hereinafter “Additional Work”). If the Property Manager authorizes Contractor in writing to perform such Additional Work then Contractor shall perform such Additional Work in accordance with instructions from the Property Manager. In the event Contractor fails to secure written authorization for Additional Work, Contractor shall not be entitled to any additional compensation therefor.
3. **EARLY TERMINATION**
   1. The Property Manager or the Owner may terminate the Agreement at any time upon thirty (30) days written notice without cause and fifteen (15) days written notice for cause. Contractor shall receive compensation pursuant to Article 3 of the Agreement for all Services and Additional Work actually performed through the effective date of termination. Contractor shall not be entitled to any compensation with respect to any period after any such termination. Termination hereunder shall be effective in the manner specified in the written notice and unless directed otherwise by the Property Manager, Contractor shall: (a) immediately discontinue the performance of the Services; (b) cease placing orders for materials, supplies, equipment and other items; (c) immediately demobilize from the Property; (d) assign to the Property, in the manner and to the extent directed by the Property Manager, any subcontracts, purchase orders and service orders relating to the Services; and, (g) take any other action related to termination that the Property Manager may direct.
4. **RELATIONSHIP OF PARTIES**
   1. Contractor is retained by the Property Manager only for the purpose and to the extent set forth herein and Contractor’s relationship with the Property Manager shall, during the entire term of the Agreement, be that of independent contractor so that Contractor, nor any employee, agent, officer, director or shareholder of Contractor shall not be deemed an agent or employee of the Property Manager. Contractor agrees to indemnify and hold the Owner and the Property Manager and their respective affiliates, partners, officers, directors, employees, agents and shareholders harmless of and from any and all liabilities, claims, demands, damages and expenses; (a) arising from any determination whether judicially or administratively that some relationship, other than that of independent contractor, exists between the Owner and the Property Manager and Contractor; or (b) in connection with hiring, termination, discipline and evaluation and resolution of complaints and grievances of Contractor’s employees.
5. **INSURANCE**
   1. Contractor shall secure and maintain for the duration of the Agreement, at its sole cost and expense, the insurance coverages and limits set forth in Exhibit “C” – Insurance Requirements from insurance companies satisfactory to the Property Manager and the Owner.
6. **INDEMNIFICATION**
   1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Owner and the Property Manager and their respective officers, directors, employees, agents, shareholders, partners, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties including, without limitation, costs, expenses and attorney’s fees incident thereto, arising out of, based upon or occasioned by or in connection with; (a) Contractor’s performance of or failure to perform the Services; (b) violation of any laws or any negligence, gross negligence, willful misconduct or fraud by Contractor or its affiliates, subcontractors, agents or employees during performance of the Services; or (c) a breach of the Agreement by Contractor or its affiliates, subcontractors, agents or employees.
7. **ASSIGNMENT AND DELEGATION**
   1. Contractor shall not assign the Agreement or subcontract any of the Services, or any right or obligation or performance of the Contractor hereunder without the express written permission of the Property Manager.
   2. The Property Manager may assign the Agreement, at any time, in its sole and absolute discretion to the designated assignee of the Property Manager by giving Contractor written notice of same, which notice shall specify the assignee and effective date of assignment.
8. **SEVERABILITY AND WAIVER**
   1. The partial or complete invalidity of any one or more provisions of the Agreement shall not affect the validity or continuing force and effect of any other provision. The failure by the Property Manager to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
9. **APPLICABLE LAW**
   1. The Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
10. **SAFETY**
    1. Contractor expressly acknowledges and agrees that the safety of persons and property is of prime importance and shall take all precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to; (a) all personnel involved in the performance of the Services and all other persons who may be affected directly or indirectly thereby including the general public; (b) all materials, equipment, supplies and components to be utilized in the performance of the Services, whether in storage on or off the Property; and, (c) other property abutting or adjacent to the Property. The Contractor shall cooperate with the Property Manager and the Owner in efforts to prevent injury, damage or loss to persons and property and shall comply with all applicable federal, state and municipal rules, regulations, promulgations, laws, ordinances, standards and codes relating to the safety and protection of persons and property. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions, including without limitation barricades, fences, railings and covers and programs in connection with the performance of the Services. At no time shall Contractor remove, alter or render ineffective any barricades, railings or other safety devices on the Property without the express written permission of the Property Manager. Should Contractor fail to maintain the safety precautions required by law or the Property Manager, the Property Manager may take such steps as necessary to correct the deficiency and charge Contractor the full cost incident thereto. The failure of Contractor to take any such action shall not relieve Contractor of its obligations herein.
    2. Contractor’s employees and those of its subcontractors and independent contractors shall be properly dressed in neat, clean, non-offensive clothing and shall wear designated Personal Protective Equipment at all times. Such clothing and Personal Protective Equipment shall include, but is not limited to, full pants, long or short sleeve shirts, safety shoes, hard hats, safety vests, gloves and safety glasses. Personnel in violation of this requirement will be removed from the Project and Contractor shall be subject to fines levied against it by the Property Manager.
11. NONDISCRIMINATION
    1. Contractor agrees and warrants that in the performance of the Services, Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness unless it is shown by Contractor that such disability prevents performance of the duties involved in any manner prohibited by federal or state laws. Contractor further agrees to take affirmative action to ensure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness unless it is shown by Contractor that such disability prevents performance of the duties involved.
    2. Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an affirmative action, equal opportunity employer in accordance with regulations adopted by the Commission on Human Rights and Opportunities.
    3. Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers’ representative of Contractor’s commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment.
    4. Contractor agrees to comply with each provision of this Section and Connecticut General Statutes, sections 46a- 68e and 46a-68f and with each regulation or relevant order issued by the Commission pursuant to sections 46a- 56, 46a-68e and 461-68f.
    5. Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as relate to the provisions of this Section and section 46a-56.
12. **DIVERSE BUSINESS UTILIZATION**
    1. It is the policy of the Property Manager to abide by and comply with the requirements of the Owner that Small Business Concerns, Minority Owned Small Business Concerns, Woman Owned Small Business Concerns, Veteran Owned Small Business Concerns, Veteran Owned Business Concerns, Service Disabled Veteran Owned Business Concerns, and HUB Zone Small Business Concerns have the maximum opportunity to participate in its Projects. Contractor agrees to carry out this policy in the awarding of subcontracts and purchase orders to the fullest extent consistent with efficient contract performance. Contractor further agrees to cooperate with the Property Manager in the compilation of data and statistics regarding the utilization of such Diverse Business Concerns.
13. **WARRANTY**
    1. Contractor warrants and guarantees the Services performed for a period of one (1) year from the date of acceptance by the Property Manager or for such other longer period of time as may be provided by a manufacturer of equipment, machinery and material.
14. **MISCELLANEOUS PROVISIONS**
    1. Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ in the performance of the Services any unfit person or anyone not skilled in the performance of the Services. The Property Manager has the right to require Contractor to remove from its work force assigned to the performance of the Services any employees or subcontractor employees or independent contractors whose presence on the Property the Property Manager deems, in its sole and absolute discretion, to be detrimental to the best interests of the Property Manager and the Owner.
    2. Contractor understands and agrees to comply with all AMTRAK access and insurance requirements. All costs associated with AMTRAK requirements, including specified insurance, access permits, and railroad safety classes, are deemed to be direct expenses to the contract.
    3. Contractor and anyone for whom Contractor is responsible shall not engage in any harassing or offensive behavior in connection with the performance of the Services. Contractor shall immediately address any claim of harassing or offensive behavior involving it, its subcontractors, its independent contractors and suppliers and promptly discipline any person determined to have engaged in such conduct with said discipline including removal from the Property and prohibition from participating in the performance of the Services.
    4. Contractor agrees to indemnify and hold harmless the Property Manager and the Owner from all costs, expenses, attorneys’ fees, fines, judgments and penalties incurred as a result of Contractor’s failure to comply with the provisions of subparagraph 16.2.
    5. In performing the Services, Contractor, its subcontractors and its independent contractors agree to employ only labor that will work in harmony with other contractors and their agents and employees on the Property.
    6. Contractor warrants to the Property Manager that all Services shall be performed in a safe and workmanlike manner and the Services, including all materials and equipment furnished hereunder shall conform to all requirements and specifications identified in the Agreement and shall be free from defects of any kind in materials and workmanship. All Services not conforming to these requirements, including substitutions not properly authorized and approved, may be considered defective.
    7. Contractor, in performing the Services, shall comply with all applicable laws, ordinances, codes, rules and regulations. Contractor shall not take and is not authorized to take any action in the name of or on behalf of the Property Manager or the Owner or which would violate any law. If Contractor performs any Services contrary to applicable law then any additional costs resulting therefrom, including the costs of correcting said Services to comply with such law and the cost of fully indemnifying the Property and the Owner from any liability or expenses with respect to such violations by Contractor may be offset by the Property Manager against amounts owing to Contractor in connection with the Agreement or otherwise. Contractor shall at all times comply with rules and regulations reasonably imposed by the Property Manager in connection with the safe and efficient operation of the Property or the performance of the Services by Contractor.
    8. Contractor shall not allow or permit the use, manufacture, transfer, receipt, possession, purchase or sale of illegal drugs, alcohol or prescription drugs, except as may be permitted by law, by anyone employed or connected with Contractor in any manner and shall not allow or permit any one employed or connected with Contractor in any manner to be under the influence of illegal drugs, alcohol or prescription drugs, except as may be permitted by law. Contractor agrees to immediately remove any worker from the Property who violates this policy and shall indemnify and hold harmless the Property Manager and the Owner from any and all damages and claims whatsoever arising out of or resulting from any acts or omissions caused by said employee.
    9. Contractor, its subcontractors and its independent contractors and their principals certify they are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal or state department or agency.
    10. Contractor agrees the Owner, the U. S. Department of Transportation and the Comptroller General of the United Sates or any of their duly authorized representatives shall, until three (3) years after final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to Contractor.
    11. Contractor acknowledges that the Property Manager or the Owner may concurrently perform services or have services performed by others of the same type as the Services at the Property and Contractor consents to such concurrent performance of services by the Property Manager or the Owner without interference by those who are performing the Services under the Agreement.
    12. Contractor shall comply with all requirements under applicable federal, state and municipal laws, ordinances, rules, regulations, standards, orders and notices relating to the protection and preservation of the environment from hazardous material or waste, toxic substances, pollution or contamination and the discharge of, release of or exposure of such materials into the environment.
    13. Contractor shall be exclusively responsible for complying with all federal regulations promulgated including, but not limited to, the Clean Air Act, Standards for the Hazardous Air Pollutant Asbestos, the Toxic Substances Control Act, the Resource Conservation and Recovery Act and any and all state hazardous waste management program requirements. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Property Manager, the Owner and their respective agents and representatives against any and all suits and claims relating to or arising under the provisions of this subparagraph or any environmental legislation, regulation, ordinance or rule.
    14. Contractor shall promptly remedy all damage or loss to any Property if such damage or loss is caused directly or indirectly or in whole or in part by Contractor, any subcontractor or anyone directly or indirectly performing the Services.
    15. Contractor, to the extent of the Work to be performed, agrees to be bound to PROPERTY MANAGER by the terms of the RFP and to assume toward PROPERTY MANAGER all the obligations and responsibilities which PROPERTY MANAGER by the Owner and PROPERTY MANAGER Contract assumes toward the Owner. Contractor shall enter into similar agreements with its subcontractors.
    16. If Contractor shall default in the performance of the Services or any other duty imposed upon Contractor hereunder, the Property Manager may without notice to Contractor and with or without terminating the Agreement, cure and rectify such defaults and either deduct the reasonable cost of cure and rectification from compensation due Contractor hereunder or the Property Manager may directly bill Contractor for such reasonable costs.
    17. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that (a) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, supplier or other party acting under or through such party; and (b) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include acts of God or the public enemy, expropriation or confiscation of facilities by governmental or military authorities, war, rebellion, sabotage or riots, floods or other catastrophes or other similar occurrences. To be entitled to an excuse for any delay or failure to perform under the Agreement, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence that it believes falls within the contemplation of this paragraph.
    18. Unless otherwise expressly provided herein, no changes, alterations or modifications to the Agreement shall be effective unless in writing and signed by the respective parties hereto or their duly authorized agents.
    19. The Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral.

***IN WITNESS WHEREOF,*** the parties have hereunto set their hands the day and year first above written, the parties by their officers duly authorized.

###### The Property Manager Contractor

*By By*

*Name Name*

*Title Title*

*Date Date*

**EXHIBIT “H”**

Aerial Maps

**SHORE LINE EAST RAILROAD STATIONS**

**RFP #: 14-SOM20-003**

**SNOW AND ICE MANAGEMENT SERVICES**







