



# TOWN OF CANTON

## INVITATION TO BID

### TO PROVIDE WINTER PLOW & SANDING ROUTE

**PROPOSALS DUE: September 21, 2016, 2:00 PM, EST**

The Town of Canton, through its Chief Administrative Officer (“CAO”), is seeking bids for Winter Plow & Sanding Route. One (1) original and two (2) copies of sealed bids for the above-named Invitation must be received in the Office of the Chief Administrative Officer, Canton Town Hall, 2<sup>nd</sup> Floor, 4 Market Street Collinsville, CT by 2:00 PM local time on September 21, 2016, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. The Town of Canton will reject bids received after that date and time.

The Invitation to Bid package may be obtained in Room 202 of the Canton Town Hall during Town Hall office hours or at the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org) , under “Request for Proposals.”

Bids will be held firm and may not be withdrawn for ninety (90) calendar days after bid opening.

The Town of Canton reserves the rights: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies in bid responses; and to award the bid that in its judgment will be in the Town's best interests.

This Invitation to Bid consists of the following documents, collectively referred to as the “Invitation”:

- Instructions to Bidders
- Technical Specifications
- Bidder's Non Collusion Affidavit
- Bidder's Legal Status Disclosure
- Statement of Bidder's Qualifications
- Performance Bond
- Labor and Material Bond
- Any Addenda, if issued
- Bid Form

The Town of Canton is an equal opportunity/affirmative action employer. Small business enterprises, woman owned businesses, and minority owned businesses are encouraged to participate.

# INSTRUCTIONS TO BIDDERS

## 1. INTRODUCTION

The Town of Canton (the "Town") is soliciting bids for Winter Plow & Sanding Route. This Invitation is not a contract offer.

The Town of Canton is soliciting bids for the above named project. The Town is soliciting from a qualified bidder to furnish the truck and sander unit with a plow & driver and/or a loader or motor grader with plow & driver, fuel, oil, lubricants, tire chains, load cover, shovels, hand tools, maintenance, and such other incidental items to enable the Contractor to plow and sand public roadways for the passage of traffic. The contract is for five (5) years Term of Service. The conditions under which the Contractor shall operate are considered Emergency Conditions due to the hazard of ice and snow accumulating on the roadway. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

The scope of this Invitation is described more particularly in the Technical Specifications that are a part of this bid package.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package. **Bidders may not contact any Town employee or official concerning this Invitation other than the Town representative set forth in Section 9, below. A bidder's failure to comply with this requirement may result in disqualification.**

The Town will not consider any bid received after the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

## 2. KEY DATES

Invitation to Bid issued:	August 24, 2016
Pre-bid Meeting:	None
Bid Opening:	September 21, 2016 @ 2:00 pm

## 3. CONTRACT TERM

The Contract shall be for an initial term of sixty (60) months. There is presently a vendor under contract with the Town to provide Winter Plow & Sanding Route until September 27, 2016.

## 4. FUNDING CONTINGENCY

This Invitation provides for a multi-year Contract. Funding for the contract is dependent on annual budget approval. If funding is not approved for any year after the first year, the Town may terminate the Contract at the end of the last year for which funding has been approved, in which case the Town shall have no obligation or liability for the unfunded year or years.

**5. OTHER CONTINGENCIES**

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or

The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract's terms and conditions.

**6. OBTAINING BID PACKAGE**

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the “Invitation” – may be obtained at the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org) , under “Request for Proposals.”

**7. BID SUBMISSION INSTRUCTIONS**

Bids must be submitted to the Chief Administrator's Office prior to the date and time the bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for ninety (90) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original and two (2) copies of all bids must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening date. The Town will reject, and not accept, bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed in ink or be typewritten, and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, and transportation necessary to perform the work in accordance with the Contract. The person signing the bid must initial errors, alterations or corrections on both the original bid and all required copies. Ditto marks or words such as “SAME” shall not be used in the Bid Form. All other forms included or information requested in this bid should also be submitted with the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the bid opening. Bids are considered valid for ninety (90) calendar days after bid opening, to permit the Town to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) calendar days after the bid opening.

An authorized person representing the legal entity of the bidder must sign the bid.

**8. UNIT PRICES AND LUMP SUM PRICES**

The unit prices for each of the items in the bid shall include the prorated share of overhead and profit. The Town may reject any bid not conforming to this requirement.

**9. QUESTIONS**

Questions, inquiries, or request for interpretations concerning the bid process and procedures are to be via electronic mail and directed **only to:**

Name: Robert Martin – Director of Public Works  
E-mail: [rmartin@townofcantonct.org](mailto:rmartin@townofcantonct.org)

**Bidders may not contact any other Town employee or official concerning this Invitation. A bidder's failure to comply with this requirement may result in disqualification.**

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation, it should notify the Town as soon as possible and in no event later than seven (7) business days before the date of the bid opening.

No oral statement of the Town shall be effective to modify any of the provisions of this Invitation. However, the Town will not make any oral interpretations to any bidder as to the meaning of any bid documents or portions thereof, and no bidder shall rely on any alleged oral interpretation

The Town will not consider any such request made more than seven (7) days before the bid opening date.

**10. ADDENDA**

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing all questions received as provided for above and decisions regarding same. At least three (3) calendar days prior to the receipt of bids, the Town will post a copy of the addendum on the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Request for Proposals." Each bidder is responsible for checking the website to determine if the Town has issued an addendum and, if so, to complete its bid in accordance with the Invitation as modified by the addendum.

**11. COSTS FOR PREPARING BID**

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

**12. OWNERSHIP OF BIDS**

All bids submitted become property of the Town.

**13. FREEDOM OF INFORMATION ACT**

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

**14. CONFLICT OF INTEREST**

By submitting a bid, a bidder certifies that it has no conflict of interest as defined in the Town's Ordinance # 230 concerning ethics. The Town shall review all bids under this provision and may reject any bid where, in the Town's opinion, the bidder could be in a conflict of interest or could be

perceived to be in a possible conflict of interest position if the bidder were to become a party to the Contract.

#### **15. DEBARRED CONTRACTORS**

The Town will reject any bid from a bidder that is on a debarred contractor list of the United States and/or the State of Connecticut.

#### **16. LEGAL STATUS**

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

#### **17. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE**

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the location of and the routes to be used during the work described in this Invitation and thoroughly familiarize itself with all actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

#### **18. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-6002383. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

Bidders shall avail themselves of these exemptions.

#### **19. INSURANCE**

The successful bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the work that is the subject of this Invitation the following insurance coverages covering the successful bidder and all of its officers, employees, and agents:

The (name of contractor) shall purchase from and maintain, for the life of this Contract, in a company or companies with an A.M. Best rating of A- (VII) or better the following insurance coverage at no direct cost to the Town. Such insurance will protect the Town from claims set forth below which may arise out of or result from the (name of contractor) obligation under this agreement, whether such obligations are by (name of contractor) or by a subcontractor or any person or entity directly or indirectly employed by (name of contractor).

A. Workers Compensation:

(Name of Contractor) shall provide workers compensation and employers liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

B. Commercial General Liability Insurance:

(Name of Contractor) shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the Town as an additional insured.
- Such coverage provided by the Contractor shall be provided on an occurrence basis and shall be primary. Any insurance or self-insured retention available to the Owner shall be secondary and non-contributory.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

D. Umbrella Liability Insurance:

Provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

E. The Contractor shall ensure that all of its Subcontractors procure and maintain the same insurance as required of the Contractor under this Agreement and that each Subcontractor shall name the Owner as an additional insured. Such coverage provided by the Subcontractor shall be provided on an occurrence basis and shall be primary. Any insurance or self-insured retention available to the Owner shall be secondary and noncontributory.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance, policies or policy endorsements as requested by the Town prior to issuance of Contract by the Town, describing the coverage and providing that the insurer shall give the Town written notice at least sixty (60) days in advance of any termination,

expiration or changes in coverage. Failure of the Contractor to maintain insurance coverage in accordance with the terms of this Agreement shall constitute a material breach of the Contract. The Town reserves the right to approve all insurance companies. The successful bidder must fully disclose any nonstandard exclusion for all required coverages.

All policies, except for Workers' Compensation, shall contain additional endorsements naming "the Town of Canton, its officers, employees, agents and volunteers" as additional named insureds with respect to liabilities and losses related to the performance of the work described in this Invitation.

Each insurance policy shall state that the insurance carrier shall agree to investigate and defend the insured against all claims, even if groundless.

The successful bidder shall require the insurance carriers of the above required coverages to waive all rights of subrogation against the Town, its officers, employees, agents and volunteers.

All insurance policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Town.

If the bidder is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the certificate of insurance shall state that the coverage is claims-made and also the retroactive date, if any. **The successful bidder shall maintain coverage for the duration of the Contract and for two years following the completion of the Contract.**

The successful bidder shall direct its insurance carrier to provide the Town with a certificate of insurance PRIOR TO commencing work. The certificate shall specifically state that the Town shall receive thirty (30) days advance written notice of cancellation or non-renewal, via registered U.S. mail, addressed to Robert Skinner, Chief Administrative Officer, 4 Market Street, PO Box 168, Canton, CT 06022. The certificate shall evidence all required coverage. **All requirements of this section shall be clearly stated in the remarks section of the successful bidder's certificate of insurance.**

## **20. DEFENSE AND INDEMNIFICATION**

The successful bidder will be required to agree, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its employees, officials, agents and volunteers from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the subject matter of this Invitation and/or the performance of the work contemplated by it. The successful bidder will also be required to pay any and all attorney's fees incurred by the Town, its employees, officials, agents or volunteers in enforcing any of the successful bidder's defense, hold harmless or indemnification obligations. In any and all claims against the Town or any of its employees, officials, agents or volunteers made or brought by any employee of the successful bidder, or anyone directly or indirectly employed by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's defense and indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

These defense, indemnity and hold harmless obligations shall survive the Contract's termination or expiration.

## **21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance satisfactory to the Town, and other criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

The Town will not award the bid to any bidder who is in arrears or in default to the Town on any debt, contract, security or any other obligation.

The Town reserves the rights, in its sole discretion: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies or clerical errors in the bidding process or bid; and to award the bid that in its judgment will be in the Town's best interests. The Town also reserves the right to award the purchase of individual items under this Invitation to any combination of separate bids or bidders.

All bids will be publicly opened as received on the date, at the time, and at the place identified in this Invitation. Bidders may be present at the opening.

The Town may correct, after bidder verification, any mistake in a bid that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town will select the bid that it deems to be in the Town's best interest and issue a Notice of Conditional Award of Bid to the successful bidder. The conditional award shall be subject to further discussions with the bidder that are deemed necessary by the Town and to the successful bidder's provision of the documents required by this Invitation and the execution of a Contract in the form contained in this Invitation. The successful bidder's failure to provide each required form or execute the Contract within ten (10) business days of the date of the Notice of Conditional Award of Bid shall be grounds for the Town to declare the bid withdrawn, to call the bid security, and to enter into discussions with another bidder.

The Town will post the bid results and award recommendation on the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Request for Proposals."

The Bid Awarded and Contract Execution dates in Section 2's Key Dates are anticipated, not certain, dates.

## **22. COLLUSION**

Each bidder shall complete the Non Collusion Affidavit that is a part of this Invitation.

Any act(s) of misrepresentation or collusion in connection with a bid shall be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

## **23. ADVERTISING**

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town's permission to the successful bidder to do so is **not** a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder or its work.

**24. W-9 FORM**

The successful bidder must provide the Town with a completed W-9 form before commencing work.

**25. PAYMENTS**

Payments will be made within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.

**26. MAINTENANCE AND AVAILABILITY OF RECORDS**

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

**27. REPRESENTATION OF TOWN**

In performing the work described in the Invitation, the successful bidder, its agents and employees shall act in an independent capacity and shall not act as, and are not, officers, employees or agents of the Town.

**28. SUBCONTRACTING**

The successful bidder agrees not to enter into any subcontracting agreement for any or all of the work described in the Invitation without obtaining the Town's prior written consent. All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any subcontractors.

**29. COMPLIANCE WITH LAW**

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation. The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation.

By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America. The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be authorized to work under the law or in the event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain I-9s. The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorney's fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

### **30. SECURITY: PERFORMANCE, AND PAYMENT**

At the time of Contract execution, the successful bidder shall file with the Town security in an amount not less than one hundred percent (100%) of the total bid for the first Contract year, which security shall be for both the satisfactory performance of the work and for all labor and materials. Such security shall be in the form of either surety bond(s) or the successful bidder's certified check.

The surety bond(s) shall be prepared in the form of the Performance Bond, and the Labor and Material Payment Bond, made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570, in a company or companies with an A.M. Best rating of A- (VII) or better. The Town may accept a certified check in lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of such security shall be grounds for the Town to reject the bid.

The successful bidder shall provide the Town with such security prior to the start of each Contract year in an amount the Town estimates for the work anticipated for that Contract year. Failure to provide such security shall be grounds to terminate the Contract.

### **31. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

### **32. LOCAL BIDDER PREFERENCE POLICY**

On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.
2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the Town Based Resident Bidders which submitted the lowest bid.
3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal

place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

- 1) Professional services contracts which are awarded on subjective criteria in addition to cost.
- 2) Contracts using state, federal or other funds that have regulations disallowing such practice.
- 3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.
- 4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.
- 5) Bids received through a reverse auction process.

**END OF INSTRUCTIONS TO BIDDERS**

## TECHNICAL SPECIFICATION NO. 1:

### PLOWING & SANDING

#### Description:

This item shall consist of furnishing the truck & sander unit with a plow & driver and/or a loader of motor grader with plow & driver and /or a loader or motor grader with plow & driver, fuel, oil, lubricants, tire chains, load cover tarps, shovels, hand tools, maintenance, and other such other incidental items to enable the Contractor to plow and sand public roadways for the passage of traffic. The conditions under which the Contractor shall operate are considered Emergency Conditions due to the hazard of ice and snow accumulating on the roadway.

While the number of hours of plowing and sanding that will be required of the Contractor is unknown in advance for any winter season, it is anticipated that approximately 200 hours of service may be required during the Contract Year. The Contractor should understand that this is at best a guess based upon past experience.

The following is the record of hours expended for the last three fiscal years:

Fiscal Year	Hours
2013-2014	266
2014-2015	322
2015-2016	85
Three Year Total	673
Average of Three Years	224.33

#### Materials:

The Contractor shall furnish all the required materials as may be necessary to accomplish the Work with the exception of the following:

1. The Town shall supply at the Highway Department Yard on Old River Road sand, salt, or sand-salt mixture as may be designated by the Director of Public Works. Loading of the Contractor's truck shall be by Town equipment. The Contractor's driver shall be qualified by examination by the Director of Public Works to operate such Town equipment as may be necessary in the event that Town personnel are not available to operate the Town equipment to load the Contractor's truck.
2. The Director of Public Works shall provide a location outside of the Highway Garage where the Contractor may park his equipment and have access to a 120 volt outside outlet for energizing a block heater.

#### Availability of Equipment and Personnel:

The Contractor shall have available equipment and personnel for the exclusive use of the Town as may be necessary to fulfill his Contract obligations during the period from 15 October to 30 April (Winter Season) in any Contract Year. At other times of the year, equipment and personnel shall be made available to the Town on an as needed basis as may be mutually agreeable to both parties to fulfill the minimum Contract commitment.

**Methods:**

The Contractor shall operate plowing and sanding equipment in a safe manner consistent with the roadway and weather conditions prevailing at the time of the work. It should be expressly understood that roadway and weather conditions may make the Contractor's operations hazardous and they are outside of the owner's power to control. Depending upon the rate of accumulation and type of freezing precipitation, the Contractor may only clear a single lane width on a given circuit of the established plow and sanding route. As the storm diminishes in severity additional circuits of the plow route will enable the Contractor to push back to the edge of the roadway and fully open the traveled way.

Application of de-icing chemical, treated salt or traction sand shall be metered to enable optimum coverage of the plowed lane based upon prevailing and anticipated roadway surface conditions. Hills, approaches to stop signs & traffic lights, curves, and bridge decks will require an additional level of attention compared to a flat straight roadway.

Due to the severity of some roadway gradients and the possibility of ice formation, the only practical application may be to back the plow truck up the gradient while applying de-icing chemical or traction sand. This process is potentially very hazardous and requires considerable skill with the equipment, good judgment, and steady nerves.

The Contractor's operator should at all times realize that he is sharing the roadway with other motorists with different levels of skill in operating their vehicles under winter conditions. This may present a greater hazard than the weather or roadway conditions.

**Response Time:**

The Contractor shall commence operations with a fully equipped truck, plow, and sander combination at the Highway Department Yard no later than sixty (60) minutes after being called out by the Director of Public Works or the Canton Police Department. This shall be evidenced by a request time by the Canton Police Department and a time clock punch-in at the Highway Department Garage.

Failure to meet the sixty (60) minute call-out time period may result in liquidated damages being assessed against the Contractor for each fifteen (15) minute period beyond the sixty (60) minute call-out period.

**Equipment:**

The Contractor shall provide heavy duty two axle single unit special purpose or dump truck(s) outfitted with an eleven (11') foot power swing plow with plow blade in standard highway punch of eleven (11') length, tire chains for the drive wheels, hand tools, shovel, and hydraulically driven sander unit and/or a rubber tired loader or motor grader with an eleven (11') foot (minimum) plow.

Trucks shall be capable of a 360 degree turning movement in a standard town cul de sac of 100 foot diameter without backing. The trucks shall be in good physical and mechanical condition and bearing current tags, plates, and be marked in accordance with Connecticut Department of Transportation and Motor Vehicle requirements. The truck shall be "street legal" to operate on Connecticut public highways. The truck shall be equipped with all standard safety equipment in addition to strobe or rotating warning beacons. The discharge area of the sander shall be illuminated and have a 36" x 36" (min) reflective warning sign warning following motorists to keep back 100'.

The Contractor's equipment shall have a valid "amber" warning light permit issued by the Canton Police Department.

The loader or grader shall be in good physical and mechanical condition and bearing current tags, plates and be marked in accordance with Connecticut Department of Transportation and Motor Vehicle requirements. The loader shall be "street legal" to operate on Connecticut public highways. The loader shall be equipped with all standard safety equipment in addition to strobe or rotating warning beacons. The rear of the loader shall be illuminated and have a 36" x 36" (minimum) reflective warning sign warning following motorists to keep back 100'.

The Contractor's equipment shall be subject to the inspection of the Director of Public Works. In the event that the Director of Public Works determines that the equipment is unfit for service, it shall be taken out of service and a replacement unit of similar capacity shall be provided to the Work site within sixty (60) minutes of the Director of Public Works notice to the Contractor. Failure to provide a replacement unit or repairing the defective unit within sixty (60) minutes may result in liquidated damages being assessed against the Contractor for each fifteen (15) minute period beyond the initial sixty (60) minute call-out period.

#### **Radio Communication:**

The Contractor's equipment shall have two way radio equipment turned to the Canton Public Works frequency to enable communication with other Public Works operating units. The Contractor's operators shall be instructed by the Director of Public Works in proper radio procedures in accordance with Highway Department and FCC requirements. Failure of the operator to follow such procedures shall result in suspension at the sole discretion of the Director of Public Works.

#### **Work Assignments:**

The Director of Public Works may assign the Contractor's driver such work assignments as he would to a regular member of his staff. Such work assignments may include, but be not limited to, such work assignments as placement of barricades, traffic control, or such other work as may be necessary. The Contractor's shall be compensated at the unit price per hour for Winter Plowing and Sanding for the contract year of the services for such work.

#### **Contractor's Personnel:**

The Contractor shall have on his staff an adequate number of drivers with valid Connecticut Commercial Drivers Licenses for the type of equipment being operated by the Contractor. The driver shall receive supervisory control from the Director of Public Works as to the manner and methods of operation on the public highway. The Director of Public Works may direct the driver of the Contractor's equipment to park his unit in the event of unsafe conduct or operation. The Contractor shall substitute the suspended driver with another driver within sixty (60) minutes of the suspension upon notice by the Police Dispatcher or the Director of Public Works. The suspended driver shall not work on this project again until reinstated in writing by the Director of Public Works. The Director of Public Works may, at his sole option, refer the actions of the suspended driver to the Canton Police Department for enforcement action. Failure of the Contractor to provide a substitute driver within the sixty (60) minute period may result in liquidated damages being assessed against the Contractor for each fifteen (15) minute period beyond the initial sixty (60) minute call-out period.

**Driver Facilities:**

The Contractor's driver shall be able to utilize all facilities at the Highway Department Garage as if he were a regular Town's employee. Locker space, toilet facilities, shower, kitchenette, etc. will be made available to the driver. The Contractor or the driver shall provide personnel items such as towels, soap, food, etc. as may be required to utilize the facilities. The driver will be expected to cleanup after himself and assist Town's personnel in the routine maintenance and cleaning of the facility.

Facilities are available for male-female or handicapped. If a qualified driver requires special facilities due to a physical limitation, the Contractor shall so inform the Director of Public Works in writing so that the necessary accommodations may be made for the individual.

**Driver's Equipment:**

Drivers shall be provided by the Contractor with heavy duty coveralls, rain suit (pants and jacket w/hood), work boots with steel toes, insulated parka w/hood, gloves, flashlight or lantern with spare batteries, reflectorized safety vest, hard hat, and rubberized over boots. The Driver should be prepared to be able to work out of doors or in the cab of a truck for extended periods. The Contractor shall provide for relief drivers in the event of the Work being for extended periods due to the emergency conditions.

It is recommended that the driver have a complete change of clothing and toilet articles available to him. These may be stored in an assigned locker; the driver shall provide his own lock.

During the Winter Season the Contractor shall provide the drivers, both primary and alternate, phone numbers and beepers to enable the Director of Public Works or the Police Department to contract them in the event of a Call Out.

**Mandatory Training:**

Prior to the start of the Winter Season in each Contract Year the Contractor shall provide for a Mandatory training session which shall be conducted under the supervision of the Director of Public Works. The training shall be required of all Contractors' personnel that will be listed with the Director of Public Works for call out. The training shall include all aspects of winter plowing and sanding operations and shall address coordination with the Town's DPW. The training session shall be not less than eight (8) hours in duration and may be schedule over a several day period as may be mutually agreeable between the Contractor and the Director.

The written program of training shall be provided to the Director for review and approval prior to implementation. The program of training shall include classroom as well as operational instruction of the Contractor's and Town's equipment. The training shall address routine and emergency procedures and policies that shall apply to the conduct of the Work.

The training shall be an incidental part of the Contract and no direct payment shall be made to the Contractor for it.

**Emergencies & Accidents:**

In the event of an event requiring assistance from other Town emergency units (DPW, Police, Fire or Emergency Medical Services), the operator shall notify the Director by the Public Works radio network or by available telephone if out of radio communication. The location, nature of the emergency or accident, assistance requested, and other information as the Police Department Communications Center may request shall be reported by the operator. The operator shall then provide such assistance as he may be qualified to render to prevent further injury or secure the site of the event until the arrival of other emergency units.

**Call Out Lists:**

The Contractor shall provide the Director with a Call Out List which shall have as a minimum the employee's name, address, phone number, emergency number, and beeper number such that the Police Dispatcher or the Director may contact the employee.

The Call Out List shall also include the principals of the firm such that the Police Department or the Director may contact them in the event of an emergency or if there is a failure on the part of the firm's employees to respond to a Call Out.

**Method of Measurement:**

This Work shall be measured by the hour or fraction thereof based on the punch-in to punch-out time as registered on the time clock at the Canton Highway Department Garage on Old River Road.

**Basis for Payment:**

This Work shall be paid for at the Contract unit price per hour for Winter Plowing and Sanding for Trucks and/or Loader or Motor Grader for the Contract Year of the services as may be applicable. Which price shall include all materials, fuel, lubrication, repairs, supplies, tools, equipment, and labor and things incidental thereto for all Work required to complete the project.

**END OF TECHNICAL SPECIFICATION NO. 1:**

## TECHNICAL SPECIFICATION NO. 2

### ANNUAL STANBY EXPENSE

#### **Description:**

This item shall provide the Contractor with basic compensation, in exchange for equipment rental, for providing standby equipment for Winter Plowing and Sanding only in the event of a lack of inclement weather during the Contract Year.

#### **Materials:**

No materials are anticipated with this item of Work.

#### **Equipment and Operators:**

The Contractor shall provide such dump trucks with operators as may be requested by the Director of Public Works to perform such activities as hauling treated salt, sand or stone. Dump trucks shall be street legal and subject to the inspection and approval of the Director prior to use on the Work.

Operators shall be in possession of a valid Connecticut Commercial Driver's License for the type of vehicles to be operated.

#### **Method of Measurement:**

This item shall be measured by the hour or fraction thereof that the Contractor provides equipment rental based upon the Contractor's normal schedule of two, three, or four axle single unit dump trucks depending upon the equipment provided.

At the start of each Contract Year the Contractor shall supply the Director a schedule of values for rental of dump trucks that will be valid for the Contract Year.

#### **Basis of Payment:**

This work shall be paid for at the Contractor's unit price per hour for each of the various vehicles that may be rented by the Town. Such payments shall be made up to \$3,000.00 Annual Standby Expense. The Contractor's unit price shall include all materials, fuel, lubrication, repairs, supplies, tools, equipment, and labor incidental thereto to perform the Work described.

This item shall not be paid in the event that the sum of the Contractor's billing in any Contract Year for the Bid Items Winter Plowing and Sanding with Truck & Winter Plowing with Loader or Grader equal or exceed the Bid Item for Annual Standby Expense.

**END OF TECHNICAL SPECIFICATION NO. 2**

**TECHNICAL SPECIFICATION NO. 3**  
**WINTER PLOWING & SANDING ROUTE**

**Description:**

The initial Winter Plow and Sanding Route for the Contractor shall include the following public highways. The list of highways to be plowed and sanded by the Contractor may be revised from time to time at the discretion of the Director.

**Roadway List:**

Barbourtown Road	2.72 miles
Breezy Hill Road	0.48
Bunker Hill Road	1.26
Deer Run Road	0.43
Freeland Farms Road	0.19
Hanson Road	0.67
North Mountain Road	1.15
Stone Meadow Lane	0.14
Timbercrest Drive	0.14
West Road	1.24
Woodchuck Hill Road	<u>0.68</u>
	9.10 miles

The roadways that makeup the Winter Plow and Sanding Route (Route) shall be subject to change until the formal list for any Contract Year is issued by the Director of Public Works. While it is the intent of the Contract to keep the Route the same within a given Contract Year, it must be expressly understood by the Contractor that the Route may be changed with minimal notice during the Contract Year to accommodate unforeseen circumstances and changing conditions. Any change in the Route shall be at the sole discretion of the Director of Public Works.

**END OF TECHNICAL SPECIFICATION NO. 3**

**BIDDER'S NON COLLUSION AFFIDAVIT**

The undersigned bidder, having fully informed himself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Canton is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Canton to consider its bid and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
(signature)

Bidder's Representative, Duly Authorized

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Title of Bidder's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(Acknowledgement if a Corporation)

State of Connecticut )

) ss:

County of Hartford )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say

that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed her/his name thereto by like order.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

-----  
(Acknowledgement of a Partnership)

State of Connecticut    )  
                                  )    ss:  
County of Hartford     )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be a partner of the partnership described in and which executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for a free act of said partnership.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

-----  
(Acknowledgement of a Proprietorship)

State of Connecticut    )  
                                  )    ss:  
County of Hartford     )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

**END OF BIDDERS NON COLLUSION AFFIDAVIT**

## BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

### IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Does the bidder have a "permanent place of business" in Connecticut, as defined above?  
\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

### IF A CORPORATION:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # \_\_\_\_\_

Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?  
\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # \_\_\_\_\_

Current Manager(s) and Members

\_\_\_\_\_  
Name & Title (if any) Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."  
\_\_\_\_\_

\_\_\_\_\_

**IF A PARTNERSHIP:**

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # (if applicable) \_\_\_\_\_

Current Partners

\_\_\_\_\_  
Name & Title (if any) Address



## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

Bidder's full legal name:

Permanent main office address:

Contact person for this Invitation:

Phone and fax numbers and e-mail address of the contact person during normal business hours:

Date of organization:

Date of incorporation, if applicable:

Number of year's bidder has been engaged in business under present firm or trade name:

Contracts on hand (dollar value, anticipated completion date):

General character or type of work performed by the bidder:

Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:

Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:

List contracts of a similar nature (size, type, and complexity) completed successfully by the bidder within the last five (5) years. List the other contracting party, the value of the contract, and the year completed.

List the equipment that will be available for the work described in this Invitation.

How many years of experience does the bidder have in work of similar size, type, and complexity to the Work of this Invitation?

Describe the background and experience of each individual person listed in the Bidder's Legal Status Disclosure:

Provide the name of the bidder's bank or other financial institution, contact person, phone number, address, and state the bidder's available credit:

If necessary for the Town to determine an award of contract, will the bidder provide a detailed financial statement?

**END OF STATEMENT OF BIDDERS QUALIFICATIONS**

## PERFORMANCE BOND

Bond Number _____
-------------------

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the Town of Canton, Connecticut, as OBLIGEE, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a contract with the OBLIGEE for \_\_\_\_\_ dated \_\_\_\_\_, 2016, which contract is by reference made a part hereof and referred to in this bond as the CONTRACT.

NOW, THEREFORE, the conditions of this obligation are such that if the said PRINCIPAL shall well and truly keep and perform all the terms and conditions set forth in the CONTRACT and specified to be by said PRINCIPAL kept and performed according to the true intent and meaning of said CONTRACT and shall well and truly defend, indemnify and save harmless said OBLIGEE from all cost and damage which said OBLIGEE may suffer by reason of said PRINCIPAL's failure so to do and against all attorney's fees paid or incurred by said OBLIGEE as a result of a breach of any condition of the CONTRACT or of this bond, and shall fully reimburse and repay said OBLIGEE for all other outlays and expenses which it may incur in making good any such breach, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees, if requested so to do by the OBLIGEE, fully to perform the CONTRACT, pursuant to the terms, conditions and covenants thereof, if for any cause said PRINCIPAL fails or neglects to perform the CONTRACT, and the SURETY further agrees to commence such performance promptly after written notice from the OBLIGEE of the PRINCIPAL's default and to complete such performance within the time allowed for the completion of the CONTRACT by the PRINCIPAL.

The SURETY, for value received, for itself and its successors and assigns, hereby agrees that the obligations of the SURETY and this bond shall be in no way affected or impaired by any extension of time, modification, omission, addition, alteration or change in or to the CONTRACT or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment of the CONTRACT, or by the OBLIGEE's takeover of any part of the work covered by the CONTRACT; and the SURETY does hereby waive notice of any and all such extensions, modifications, omissions, additions, alterations, changes, payments, waivers, assignments, or takeovers.

No right of action shall accrue on this bond to or for the use of any person, natural or legal, other than the OBLIGEE named herein or the executors, administrators, successors or assignees of the OBLIGEE.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this \_\_\_\_ day of \_\_\_\_\_, 2016.

**PRINCIPAL**

\_\_\_\_\_  
(type or print full name of bond principal)

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Duly Authorized

**SURETY**

\_\_\_\_\_  
(type or print full name of bond surety)

By: \_\_\_\_\_  
It's Attorney-in-Fact  
Duly Authorized

Sample Form – Other forms of  
Performance Bond may be acceptable  
to the Obligee subject to the review  
and approval of the Town Attorney

**END OF PERFORMANCE BOND**

## LABOR AND MATERIAL PAYMENT BOND

Bond Number _____
-------------------

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the Town of Canton, Connecticut, as OBLIGEE, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a contract with the OBLIGEE for \_\_\_\_\_ dated \_\_\_\_\_, 2016, which contract is by reference made a part hereof and referred to in this bond as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall make payment to all claimants as hereinafter defined for all labor, materials and equipment used or reasonably required for use in the performance of the CONTRACT, and if the PRINCIPAL shall defend, indemnify and save harmless the OBLIGEE from any expenditure or loss, including attorney's fees, arising from claims asserted by said claimants against the OBLIGEE, or against the real estate involved in the CONTRACT, then this obligation shall be null and void, otherwise it shall remain in full force and effect. Labor, materials and equipment, without limitation, shall include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the CONTRACT and all other items for which a mechanic's lien may be asserted in the State of Connecticut.

In addition to the obligations of the PRINCIPAL and SURETY to the OBLIGEE hereunder, this bond is also made for the use and benefit of all claimants as hereinafter defined. The PRINCIPAL and SURETY jointly and severally agree that every claimant who has not been paid in full for all labor, materials and equipment furnished by said claimant may sue on this bond, prosecute the suit to final judgment and have execution thereon.

A "claimant" is defined as: (a) one having a direct contract with the PRINCIPAL or with a subcontractor or supplier of the PRINCIPAL for labor, materials or equipment used or reasonably required for use in the performance of the PRINCIPAL's obligations under the CONTRACT, and (b) all persons having any lien rights against the real estate involved in the CONTRACT under any applicable mechanics lien law.

The SURETY, for value received, for itself and its successors and assigns, hereby agrees that the obligations of the SURETY under this bond shall be in no way affected or impaired by any extension of time, modification, omission, addition, alteration or change in or to the CONTRACT or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment of the CONTRACT, or by the OBLIGEE's takeover of any part of the work covered by the CONTRACT; and the SURETY does hereby waive notice of any and all such extensions, modifications, omissions, additions, alterations, changes, payments, waivers, assignments, or takeovers.

No right of action shall accrue on this bond to or for the use of any person, natural or legal, other than the OBLIGEE named herein or the executors, administrators, successors or assignees of the OBLIGEE.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this \_\_\_\_ day of \_\_\_\_\_, 2016.

**PRINCIPAL**

\_\_\_\_\_  
(type or print full name of bond principal)

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Duly Authorized

**SURETY**

\_\_\_\_\_  
(type or print full name of bond surety)

By: \_\_\_\_\_  
Its Attorney-in-Fact  
Duly Authorized

Sample Form – Other forms of Labor and Material Payment Bond may be acceptable to the Obligee subject to the review and approval of the Town Attorney

**END OF LABOR AND MATERIAL PAYMENT BOND**

## BID FORM

BID of \_\_\_\_\_ (hereinafter called "BIDDER", a corporation organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as: \_\_\_\_\_) \* will provide winter plow and sanding route work for the unit and lump sum prices quoted below in accordance with the general specifications as listed below in the Schedule of Prices. The undersigned has examined the site and the Contract Documents. It is understood the Town reserves the right to reject this bid if it deems such rejection to be in its best interest. It is understood and agreed that the prices bid for such unit quantities of work in the various items shall control in any Contract Award hereon, that the quantities used are approximate only, being estimated solely for the use in comparing Bids, and that the extensions and totals of these unit prices are inserted only for the purpose of checking this proposal and for the convenience of the Bidder. No proposal may be withdrawn within sixty (60) calendar days after the date of opening thereof.

\* Insert the Corporation, Partnership, or Individual name as applicable. Cross out non-applicable types.

### **SCHEDULE OF PRICES**

Bid Item No. 1:

Year one (FY 2016-2017) – Winter Plowing and Sanding with Truck with operator at the unit price per hour of \_\_\_\_\_ dollars and \_\_\_\_\_ cents

per hour per truck (HR):

200 HR x \$ \_\_\_\_\_ /HR = \$ \_\_\_\_\_

Year two (FY 2017-2018) – Winter Plowing and Sanding with Truck with operator at the unit price per hour of \_\_\_\_\_ dollars and \_\_\_\_\_ cents

per hour per truck (HR):

200 HR x \$ \_\_\_\_\_ /HR = \$ \_\_\_\_\_

Year three (FY 2018-2019) – Winter Plowing and Sanding with Truck with operator at the unit price per hour of \_\_\_\_\_ dollars and \_\_\_\_\_ cents

per hour per truck (HR):

200 HR x \$ \_\_\_\_\_ /HR = \$ \_\_\_\_\_

Year four (FY 2019-2020) – Winter Plowing and Sanding with Truck with operator at the unit price per hour of \_\_\_\_\_ dollars and \_\_\_\_\_ cents

per hour per truck (HR):

200 HR x \$ \_\_\_\_\_ /HR = \$ \_\_\_\_\_

Year five (FY 2020-2021) – Winter Plowing and Sanding with Truck with operator at the unit price per hour of \_\_\_\_\_ dollars and \_\_\_\_\_ cents per hour per truck (HR):

200 HR x \$ \_\_\_\_\_ /HR = \$ \_\_\_\_\_

Bid Item No. 2:

Year one (FY 2016-2017) – Winter Plowing and Sanding with Loader or Grader with operator at the unit price per hour of \_\_\_\_\_ dollars and \_\_\_\_\_ cents per hour per truck (HR):

\_\_\_\_\_ cents per hour per truck (HR):



The undersigned submits this Bid without collusion with any other person, firm or individual.

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(print or type)

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

This BID is submitted in full compliance with the conditions outlined in the Contract Documents. BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

**This BID Respectfully Submitted by:**

IF A SOLELY OWNED COMPANY:

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

Address: \_\_\_\_\_

Town: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_

IF A CORPORATION OR LIMITED LIABILITY COMPANY::

A company organized under the laws of \_\_\_\_\_, composed of officers as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

Countersigned

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of \_\_\_\_\_ composed of partners as follows:

\_\_\_\_\_  
Name & Title (if any)

This BID must bear the written signature of the BIDDER. If the BIDDER is a partnership, a partner must sign the BID. If the BIDDER is a corporation or limited liability company, the BID must be signed by a duly authorized officer of such corporation or limited liability company.

**END OF BID FORM SECTION**