

**BID PACKAGE
SNOW REMOVAL SERVICES
AVON, CT**

July 31, 2008

INVITATION TO BID 08/09-3
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BID FORM
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MAP

Blythe C. Robinson
Assistant Town Manager
60 West Main Street
Avon, CT 06001

**INVITATION TO BID
SNOW REMOVAL SERVICES
AVON, CONNECTICUT**

The Town of Avon will receive sealed bids for snow plowing, snow removal and the distribution of treated road salt services. This bid requires that these services be provided for the Secret Lake and Lakeview sections of Avon. The services are to be provided for a three (3) year period beginning with the winter season of 2008-2009. The winter season is defined as that time commencing with the first snow fall and ending with the last snow fall.

One (1) original and two (2) copies of the bid must be submitted to the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743 prior to 10:00 AM on Wednesday, August 20, 2008 at which time they will be publicly opened and read aloud.

The Town of Avon reserves the right to accept any, all or part of bids, to reject any, all or part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interest of the Town of Avon.

No bidder may withdraw his/her bid for a period of ninety (90) days after the date of the bid opening.

Copies of the Bid Package shall be obtained in person at the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743, (860) 409-4300, during the hours of 8:30 AM – 4:30 PM, Monday to Friday or at: www.town.avon.ct.us (under "Opportunities").

Philip K. Schenck, Jr.
Town Manager
Town of Avon

**SNOW REMOVAL SERVICES
STANDARD INSTRUCTIONS TO BIDDERS**

1. INTRODUCTION

The Town of Avon is soliciting bids for the above named services to maintain the roads in the Secret Lake and Lakeview sections of the Town of Avon. These Standard Instructions to Bidders are a part of the bid package. It is the intent of the Town of Avon, Connecticut to hire a Contractor, herein after the "Contractor", with vehicles equipped for snow plowing, snow removal, and spreading of magnesium-based treated road salt, and herein after called the "Services", in lieu of Town of Avon forces and equipment for snow plowing and treated road salt operations. The Services are to be provided for a three (3) year period commencing with the winter season of 2008-2009. The winter season is defined as that time commencing with the first snow fall and ending with the last snow fall.

2. KEY EVENT DATES

| | | |
|------------------------------------|----------|----------------------------|
| Invitation to Bid Issued | | July 30, 2008 |
| Pre-Bid Conference (Non-Mandatory) | | August 13, 2008 – 11:00 AM |
| Public Bid Opening | 10:00 AM | August 20, 2008 |
| Bid Awarded | | (Not Definite) |

3. OBTAINING BID DOCUMENTS

Bidding documents may be obtained from the Town Manager's Office, 60 West Main Street, Avon, CT.

4. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope with the bidders name on the outside clearly marked "Sealed Bid for Snow Removal Services". If forwarded by mail or courier, the sealed envelop must be addressed to "Philip K. Schenck, Jr., Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743". Bids must be at the office of the Town Manager prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid is considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.

**SNOW REMOVAL SERVICES
STANDARD INSTRUCTIONS TO BIDDERS**

- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form.

5. QUESTIONS

Any questions about this project should be directed to Mr. Alex Trujillo, Supt. of Operations, Public Works Department at (860) 673-6151.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Blythe C. Robinson either by email to brobinson@town.avon.ct.us, fax: 860-409-4368, or by mail: Town Manager's Office, 60 West Main Street., Avon, CT 06001-3743. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange as addenda, which shall be made a part of this Invitation to Bid and the resulting contract, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.town.avon.ct.us (under "Opportunities") Public Bids and RFP's. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for these services and has performed an on-site inspection of the work location. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

**SNOW REMOVAL SERVICES
STANDARD INSTRUCTIONS TO BIDDERS**

7. PRE-BID CONFERENCE

Attendance at the pre-bid conference if any is indicated in Section 2 titled Key Event Dates, is non-mandatory.

8. TAX EXEMPTION

The Town of Avon is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

9. INSURANCE

The successful Contractor shall furnish within ten (10) days after notification of being awarded the right to provide the Services, a Certificate of Insurance, in accordance with the requirements below. Insurance certificates **MUST** be on file in the Assistant Town Manager's Office, Town of Avon, 60 West Main Street, Avon, Connecticut 06001 before the start of the winter season.

- a. Commercial General Liability:
 - Each Occurrence: \$1,000,000
 - Personal/Advertising Injury Per Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000
 - Product/Completed Operations Aggregate \$2,000,000
 - Fire Damage Legal Liability \$ 100,000
- b. Automobile Liability:
 - Each Accident: \$1,000,000
 - Hired/Non-owned Auto Liability \$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut.
- f. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743.

10. AWARDING THE BID

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town. The Town of Avon will enter into a written agreement with the selected vendor. A copy of the proposed agreement is attached. The "Bid Awarded" date in section 2. titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

**SNOW REMOVAL SERVICES
STANDARD INSTRUCTIONS TO BIDDERS**

Consideration to award the contract for the Services is given to a) Contractors with experience in providing these services, b) Contractors who have a fleet of vehicles to support such services, c) Contractors who are able to provide substitute equipment in the event of vehicle breakdown, d) Contractors who are able to demonstrate a track record in the delivery of services with the submittal of valid references, and e) Contractors who give valid prices for the services. There will be a decision matrix by which value is given to each of these elements. Scores will be given to each element, and the contract for services will be awarded to the Contractor with the highest value in the decision matrix. The successful bidding Contractor shall be notified within 10 days after the bids are opened. This time is necessary to validate references and check on the decision elements.

The lowest priced bid is NOT the sole determining factor when awarding this bid, as the Town reserves the right to negotiate with the bidder that is preliminarily selected.

11. SUBMITTALS

Bidders must submit with their bid written specifications for the magnesium-based treated road salt they plan to use as well as an OSHA MSDS sheet. After selection, notification and being awarded the bid, the successful Bidder shall provide the Town of Avon, within fifteen calendar days, the following information in writing:

- a) Designation of the Work to be performed by the Contractor's own forces;
- b) Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work.

12. BID BOND

A Bid Bond is not required with this bid.

13. PERFORMANCE BOND

A Performance Bond is not required with this bid.

14. AGREEMENT DOCUMENTS

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if Issued

END OF STANDARD INSTRUCTIONS TO BIDDERS

BID FORM
Town of Avon
Snow Removal Services

BID (Proposal) of _____ (herein after called "BIDDER"), a corporation or limited liability company, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____*

Gentlemen:

The BIDDER, in compliance with the Advertisement for BIDS for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the BIDDER hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else required or necessary in order to construct the complete project in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this BID is a part.

BIDDER acknowledges receipt of the following ADDENDA:

| | | | |
|-----|------------|-----|-------|
| No. | Date: / /- | No. | Date: |
| No. | Date: / /- | No. | Date: |
| No. | Date: / /- | No. | Date: |

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

BIDDER hereby agrees to furnish at the net prices indicated all materials, labor and equipment for all the items listed above, subject to and in accordance with the specifications and conditions described in the AGREEMENT DOCUMENTS, all of which are made part of this proposal.

BID FORM
Town of Avon
Snow Removal Services

Contractor Information

Company Name: _____
Company Address: _____
Town / State / Zip: _____
Company Phone Number: _____
Main Contact's Name: _____
Main Contacts Position: _____
Main contact's Cell Phone Number: _____
Main contact is an officer of the company: Yes _____ No _____
Main contact is authorized to submit this bid: Yes _____ No _____

Pricing

1. Secret Lake Association

Please state a total bid price for 2008-2009 winter season: \$ _____.
Please state a total bid price for 2009-2010 winter season: \$ _____.
Please state a total bid price for 2010-2011 winter season: \$ _____.

2. Lakeview Association

Please state a total bid price for 2008-2009 winter season: \$ _____.
Please state a total bid price for 2009-2010 winter season: \$ _____.
Please state a total bid price for 2010-2011 winter season: \$ _____.

The Town of Avon reserves the right to accept or reject any or all bids, to waive any non-material deficiencies or irregularities, to reject any part of the bid and to accept the bids deemed to be in the best interest of the Town. The Town will award the bids based on price, references, experience and equipment available to complete the work.

EQUIPMENT

Bidder should list type of equipment available and to be used during snow removal events and ice control events.

Type of Truck

Number of this type in Contractor's Fleet

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Cell Phones to be Used

In submitting this Bid, the BIDDER acknowledges that:

1. No representation of warranty has been made by the TOWN that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this AGREEMENT.
2. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDERS' investigations and findings and neither the TOWN nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Agreement Documents.

This BID is submitted in full compliance with the conditions outlined in the Agreement Documents. The 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 corporation 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) | _____ Name & Title (if any) |
| _____ Name & Title (if any) | _____ Name & Title (if any) |

This Bid must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the Bid, so that the TOWN can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER:

2. Bidder's Tax Identification Number:

3. What year was company organized/formed?

4. How many years has the BIDDER been engaged in business under the present firm or trade name? _____

5. What is the general character or type of work you perform? _____

6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract?

If yes, explain with whom and why: _____

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

NOTE: The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: _____ pages.

BIDDER'S QUALIFICATIONS STATEMENT (Continued)

9. List below the equipment that you propose to furnish and use on the proposed work:

OWNED EQUIPMENT:

(Staple additional sheets as required)

RENTED EQUIPMENT:

10. List the name(s), address (es) and telephone number(s) of the banks or financial institutions used for business and reference purposes.

11. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: _____ pages

NOTE: If requested, the BIDDER agrees to furnish the TOWN with a detailed financial statement and other relevant information that may be required by the Town of Avon to properly evaluate the qualifications of the BIDDER.

PROPOSED SUBCONTRACTORS

Bidder intends to utilize the following subcontractors on this project:

If none, write "None" here: _____

**NAME AND ADDRESS
OF SUBCONTRACTOR** _____ **DESCRIPTION OF WORK:**

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____,
being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____
the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of
all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affiant, has in any way colluded,
conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or
person to submit a collusive or sham BID in connection with the AGREEMENT for
which the attached BID has been submitted or to refrain from bidding in connection
with any contract, or has in any manner, directly or indirectly, sought by agreement,
collusion, communication or conference with any other bidder, firm or person to fix the
price or prices in the attached BID or of any other bidder, or to fix any overhead, profit
or cost element of the BID prices or the bid price of any other bidder, or to secure
through collusion, conspiracy, connivance or unlawful agreement any advantage
against the Town of Avon or any other person interested in the proposed
AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or
any of its agents, representatives, owners, employees, or parties in interest, including
this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Avon,
who is directly or indirectly interested in this BID, or in the supplies, materials,
equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this
_____ day of _____, 2008

Title

My Commission expires _____, 20__

**STATEMENT OF BIDDERS COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has _____ has not _____ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this
_____ day of _____, 2008

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

SNOW REMOVAL SERVICES

This Snow Removal Services Agreement (the "Agreement") is entered into the _____ day of _____, 2008 ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut (the "Town") and _____, a _____ located at _____, _____, _____ (the "Contractor").

WHEREAS, the Town has issued a Invitation for Bid (the "IFB") for Snow Removal Services for the Town of Avon (the "Work") located on various streets in the Town of Avon, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted its Bid to the Town on August 20, 2008, for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with this Agreement, Standard Instructions to Bidders and the General Specifications (collectively the "Contract Documents"). The Agreement Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Agreement Documents except for any work that is specifically prescribed in the Agreement Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Agreement Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.

5. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and be in effect for three (3) years. In addition, the Town shall have an option to extend the term for up to two (2) years upon written notice to the Contractor of not less than ninety (90) days. The price of such option period will be negotiated between the Town and the Contractor.

6. Payment. The Town will pay the Contractor in accordance total lump sum price for each area of Town in two equal installments, one half on December 30th and one half on March 30th of each year.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 9 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance specifying such coverage and naming the Town as additional insured prior to the start of the work.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Hold Harmless. The Contractor agrees to indemnify and save harmless the Town of Avon, its agents and employees, the Secret Lake Association and the Lakeview Association and their members and board members, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Town of Avon, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Agreement documents of the Contractor, its' agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

10. Indemnification. The Contractor agrees that it will indemnify, defend and hold harmless the Town and all of the Town's officials, agents and employees from any and all claims, suits and judgments against the Town for personal injury or damage to real or tangible personal property due to Contractor's breach of the Contract Documents or caused directly or indirectly by the negligent or tortious conduct of the Contractor or its agents, employees or subcontractors during the performance of the Work. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Town.

11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Agreement Documents or any portion thereof without the prior written consent of the Town.

12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

13. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement;
- (ii) The IFB, including the General Specifications and Technical Specifications and;
- (iii) Any addenda if issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;
- (iv) The Contractor's Bid Response.

14. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Bidder to make alterations of, additions to and deductions from the Scope of Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Agreement Documents may be made only by a written document referencing this Agreement and executed by both parties.

15. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

16. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF AVON

By _____

[Name of contractor]

By _____

SNOW REMOVAL SERVICES GENERAL SPECIFICATIONS

The following policies will govern during the winter season period the Services are delivered.

1. All equipment used by the successful Contractor shall be in good operating condition and shall comply with all laws and regulations of the State of Connecticut.
2. The Town of Avon may make such investigation of the Contractor's equipment as they deem necessary to determine and confirm the eligibility of the Contractors submitting bids, and to confirm the winning Contractor's ability to perform the work specified herein.
3. Repairs to equipment are to be made at the expense of the Contractor - the equipment owner, or, if rented or leased, then by the successful Contractor and repairs will be made at the expense of the Contractor. Any snow events where equipment breakdowns result in not having the snow removed as outlined in these specifications, or where due to breakdowns the Contractor is unable to perform the Services, the Contractor will not be paid by the Town for that snow removal event.

If such breakdown(s) deems it necessary to secure an alternate Contractor for the Services, and if the Contractor secures such Services in a timely manner acceptable to the Town of Avon, the Contractor will be paid under the normal payment schedule as defined herein and agreed to in the Bid Form. However, if such breakdown deems it necessary for the Town of Avon to secure an alternate Contractor for the performance of said Services, then the Contractor will not be paid under the normal payment schedule as defined in the Bid Form.

4. In the event that a series of mechanical breakdowns occur, and the frequency of such breakdowns affect the ability of the contractor to perform said Services, this agreement will be considered breached, and the Town of Avon will have the right to select an alternate Contractor to provide the Services, and the original winning contractor will relinquish its rights and obligations under this agreement for Services.
5. Equipment shall be prepared for its designated operation for the roads within the Secret Lake Association and Lakeview Association boundaries within one (1) hour after a snow event begins. This response time rule will be strictly enforced.
6. Travel time before reporting for use and after conclusion of operation shall not be paid.
7. All Contractors first shall be under the supervision of the Town of Avon Public Works Department – its head or delegate in regard to operational procedures.
8. The Town of Avon will not provide, or sell fuel for Contractor's equipment involved in the Services.
9. The Town of Avon will not provide storage for Contractor's equipment involved in the Services.

SNOW REMOVAL SERVICES GENERAL SPECIFICATIONS

10. Cellular telephones are required for all pieces of snow removal equipment providing the Services while within the Secret Lake Association and Lakeview Association boundaries. The rate for the services included in this proposal, as outlined in the Bid Form, includes the cost of cellular telephone equipment and service and its use by the successful bidding Contractor. The Contractor shall provide a list of telephone numbers to the Public Works Department in order to provide for communications if necessary.

11. All of Contractor's drivers of vehicles providing such Services must adhere to all DOT requirements including the drug/alcohol random testing regulation. **As the Contractor providing Services and driving commercial vehicles registered in the State of Connecticut, and the Town of Avon is obligated by law/regulation to ensure that you are in compliance with drug and alcohol testing requirements under 49 CFR Part 382. If Contractor's company services include operating commercial motor vehicles with a gross vehicle weight of more than 26,000 pounds (inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds) or are used in the transportation of hazardous materials in a quantity requiring "placard-ing", your company must be in compliance.**

11.a. If the Contractor's company does not presently have a drug and alcohol testing program in place now, but if the size of its equipment requires that the Contractor's company be compliant to 49CFR Part 382, then you should contact the Town of Avon's Department of Public Works, or the State of CT DOT for further information. **If the Contractor's company is not in compliance, its bid under this Invitation to Bid will not be considered.**

11.b. If the Contractor's company's equipment requires that it have a Drug and Alcohol testing program, and it is in place, you should advise the Town of Avon that your company is in compliance.

11.c. The Town of Avon is not permitted to use Contractors unless they are in compliance with laws and regulations of the State of Connecticut regarding drug and alcohol testing.

12. The Services are to be provided during the winter season of 2008-2009, 2009-2010 and 2010-2011. The winter season is defined as that time commencing with the first snow fall and ending with the last snow fall.

13. The successful Contractor will guarantee to be available, 24 x 7 and with the vehicles and equipment and employees to provide such Services during the winter season.

14. The successful Contractor furnishing equipment for the Services shall follow methods and standard industry practices. Such practices are subject to the review of the Town of Avon.

15. All vehicles used by the successful Contractor to provide the Services shall meet State of CT DOT guidelines.

SNOW REMOVAL SERVICES GENERAL SPECIFICATIONS

16. All vehicles used by the successful Contractor to provide the Services shall have warning lights or flashing lights that can be seen from any angle.
17. In the event of snow hauling, all vehicles used for such hauling snow shall meet State of CT DOT guidelines with respect to the carrying capacity of any individual truck.
18. An authorized representative from the Town of Avon – Public Works Department may inspect each vehicle at any time to ensure that these conditions are met.
19. Any Contractor hired to provide such Services shall be responsible for any damage caused by said Contractor while performing the Services including but not limited to damage to driveways, driveway aprons, curbing, sidewalks, trees, telephone poles, telephone pole guide wires, telephone wires, cable television wires, other existing improvements, or damage to legally parked vehicles, and such damage shall be repaired or replaced by the Contractor at no cost to the Town of Avon within a reasonable period of time, but not to exceed sixty (60) days after the end of the snow fall season.
20. Contractors are responsible for inspecting the streets while there is no snow prior to the submittal of bids, to become familiar with the streets, their layout and challenges. No consideration will be given for modifications to bid price after the award because of concerns or issues not identified and resolved prior to the bidding process.
21. Contractors bidding on the Services will be required to remove snow, provide for ice control utilizing magnesium-based treated road salt on the streets listed on the attached map. The magnesium-based treated road salt mixture required for the streets will be of a mix acceptable to the Town of Avon. Bidders must provide a specification sheet for the treated salt they intend to use with their bid. An OSHA approved MSDS sheet on the material to be used must also accompany the bid form.
22. All roads must be plowed and have magnesium-based treated road salt spread to provide “reasonable passage for the prudent driver” and emergency vehicle travel at all times. Snow banks on these roads and parking lots must be pushed back to provide adequate visibility for motorist and sufficient storage of snow for additional storms.
23. The Contractor must have adequate equipment to complete this work and the bid price must reflect a lump sum price (paid ½ December 30th and ½ March 30th) to complete all work as herein stated the bid price must be all-inclusive (plowing, distribution of treated road salt).
24. The Contractor must include an all-inclusive price for the work to be performed. No fuel surcharge or additional charges may be added to invoices for payment.

SECRET LAKE AND LAKEVIEW MAP



