

**BID PROPOSAL
PLOWING AND SANDING**

The undersigned hereby offers to supply Plowing and Sanding Services. It is understood that the low bidder will be determined by the most advantageous differential.

The undersigned further certifies that he/she is aware that: the Board of Selectmen may reject any or all bids; awards may be made on an item-by-item basis. Bidder has not included any state or federal taxes for which the Town is not liable and is making this bid without collusion with any other person, individual, or corporation.

COMPANY_____

REPRESENTATIVE_____

POSITION_____

ADDRESS_____

TELEPHONE #_____

FAX #_____

EMAIL_____

SIGNATURE_____

DATE_____

AMOUNT (PER HOUR)_____

The Town of Sterling is inviting sealed bids for plowing and sanding services. The Board of Selectmen on behalf of the Town of Sterling reserves the right to waive information on any and all bids when such action is deemed to be in the best interest of the Town.

A mandatory pre-bid meeting at 1:00 p.m. on Tuesday, September 22, 2015 at the Sterling Town Hall. Sealed bids will be received until 12:00 p.m., E.D.T., Wednesday, September 30, 2015 at the First Selectman's Office. Bids will be publicly opened and read at an open public meeting on Wednesday, September 30, 2015 at 5:30 p.m. in Room #15 at the Sterling Town Hall, by the Board of Selectmen.

INSURANCE REQUIREMENTS/HOLD HARMLESS AGREEMENT

Certificates of insurance showing the coverage shall be filed with the First Selectman on behalf of the Town by the successful bidder. During the term of this Snow Removal Contract, the Contractor shall comply with the following insurance provisions:

1. Automobile Liability not less than one million dollars (\$1,000,000.00), Combined Single Limit.
2. Town of Sterling added as additional insured.
3. Certificate of Insurance confirming 1 and 2 above.

QUESTIONS

General inquiries should be directed to Russell M. Gray, First Selectman at the following address:

Town of Sterling
1183 Plainfield Pike
PO Box 157
Oneco, CT 06373
Telephone: 860 564-2151
Fax: 860 564-1660
Email: selectman@sterlingct.us

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 either to the address above, faxed to the number above or emailed to selectman@sterlingct.us. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

SITE CONDITIONS

Bidders should familiarize themselves with the locations. Locations are: Northeast, Northwest, Southeast and Southwest. Maps are attached.

REJECTION/CANCELLATION OF BIDS

The First Selectman reserves the right to cancel the bidding process prior to the established opening date and time, if such action is deemed to be in its best interest to do so. Moreover, the First Selectman reserves the right to reject any or all bids or any part of any or all bids, if it is in its best interest to do so.

CONTRACT TERMS

The bidder agrees to all the terms and conditions of this invitation to bid. The successful bidder will submit a contract that does not supersede or change the terms of this invitation to bid. Please return this signed bid invitation with your bid.

I agree to the terms listed on the previous page:

Company/Individual

Authorized Person – Title

Date

TOWN OF STERLING
STANDARD INSTRUCTIONS TO BIDDERS

Plowing and Sanding Services will require the Contractor to provide their own vehicles equipped for snow plowing, snow removal, and spreading a mixture of sand and salt.

The Contractor is responsible for providing sufficient drivers/operators to work within the rules, regulations and requirements of the CDL license. Sufficient drivers/operators must be available to operate the vehicles twenty-four (24) hours per day, seven (7) days per week if needed.

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. The Town will provide ten foot (10') plow and six yard (6 yd.) sander.

The Town may make such investigation of the Contractor's equipment as they deem necessary to determine and confirm the eligibility of the Contractor submitting bids, and to confirm the winning Contractor's ability to perform the work specified herein.

The Town **will not** provide, or sell fuel for the Contractor's equipment involved in the services.

Travel time before reporting for use and after conclusion of operation shall not be paid.

Contractor will begin plowing and/or treating with de-icing materials at the locations designated as soon as the snow depth becomes plowable (normally this is at ½" of accumulation) or ice conditions occur, regardless of the time of day or night or the day of the week. **The First Selectman will make this call.**

All contractors first shall be under the supervision of the Town of Sterling Public Works Department – its head or delegate in regard to operational procedures.

Cellular telephones are required for all pieces of snow removal equipment providing the services at the expenses of 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.

The invitation for bid is not a contract offer, and **no contract will exist unless and until a written contract ("Snow Removal Services Contract") is signed by the Town and the successful bidder.**

The Town may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this invitation to bid if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.sterlingct.us – Home Page – Public Legal Notices and Bids. **Each bidder is responsible for checking the Town's website to determine if the Town has issued any addends and, if so, to complete its bid in accordance with the invitation to bid as modified by the addends.**

This contract is valid for the winter months of 2015-2016. The winter season is defined as that time commencing with the first snow fall and ending with the last snow fall.

The Town of Sterling guarantees payment for a minimum of eighty (80) hours for the winter season of 2015-2016. The Contractor must have adequate equipment to complete this work and the bid price must reflect an hourly rate (paid within two (2) weeks) to complete all work as herein stated and the bid price must be all-inclusive (plowing and distribution of treated road salt).

All vehicles used by the successful Contractor to provide the services shall meet State of Connecticut DOT guidelines. 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.

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 within a reasonable period of time, but not to exceed sixty (60) days after the end of the snow fall season.

**SNOW REMOVAL SERVICES
CONTRACT**

This Snow Removal Services Contract is entered into this _____ day of _____, 2014 by and between the Town of Sterling, a municipality in the State of Connecticut, and _____, whose principal office is located at _____, in the town and state of _____.

WHEREAS, the Town has issued an Invitation for Bids (the "IFB") for Snow Removal Services; and

WHEREAS, Contractor submitted a Bid to the Town, dated _____ (the "Bid"); 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. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in number 2 below.
2. The Contract Documents include the following:
 - a. The Contract;
 - b. The IFB, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications.
 - c. Any addenda or modifications to the IFB issued prior to opening of IFB; and
 - d. The Bid submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the IFB and/or the Bid, this Contract shall have the highest priority, the IFB the second priority, and the Bid the third priority.

3. Unless earlier terminated as provided in number 5 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until after the last snow fall.

However, the Contractor shall not start the Work prior to having received notification to proceed from the Town.

4. The Town will pay the Contractor for work completed in accordance with Standard Instructions to Bidders of the Required Contract Terms of the IFB and the Bid Price contained in the Bid Form of the IFB.
5. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.
6. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral.
7. The Contract may not be altered or amended except by a written agreement executed by both parties.

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

THE TOWN OF STERLING

(Witness)

By _____
Russell M. Gray, First Selectman

COMPANY/INDIVIDUAL

(Witness)

By _____
Signature

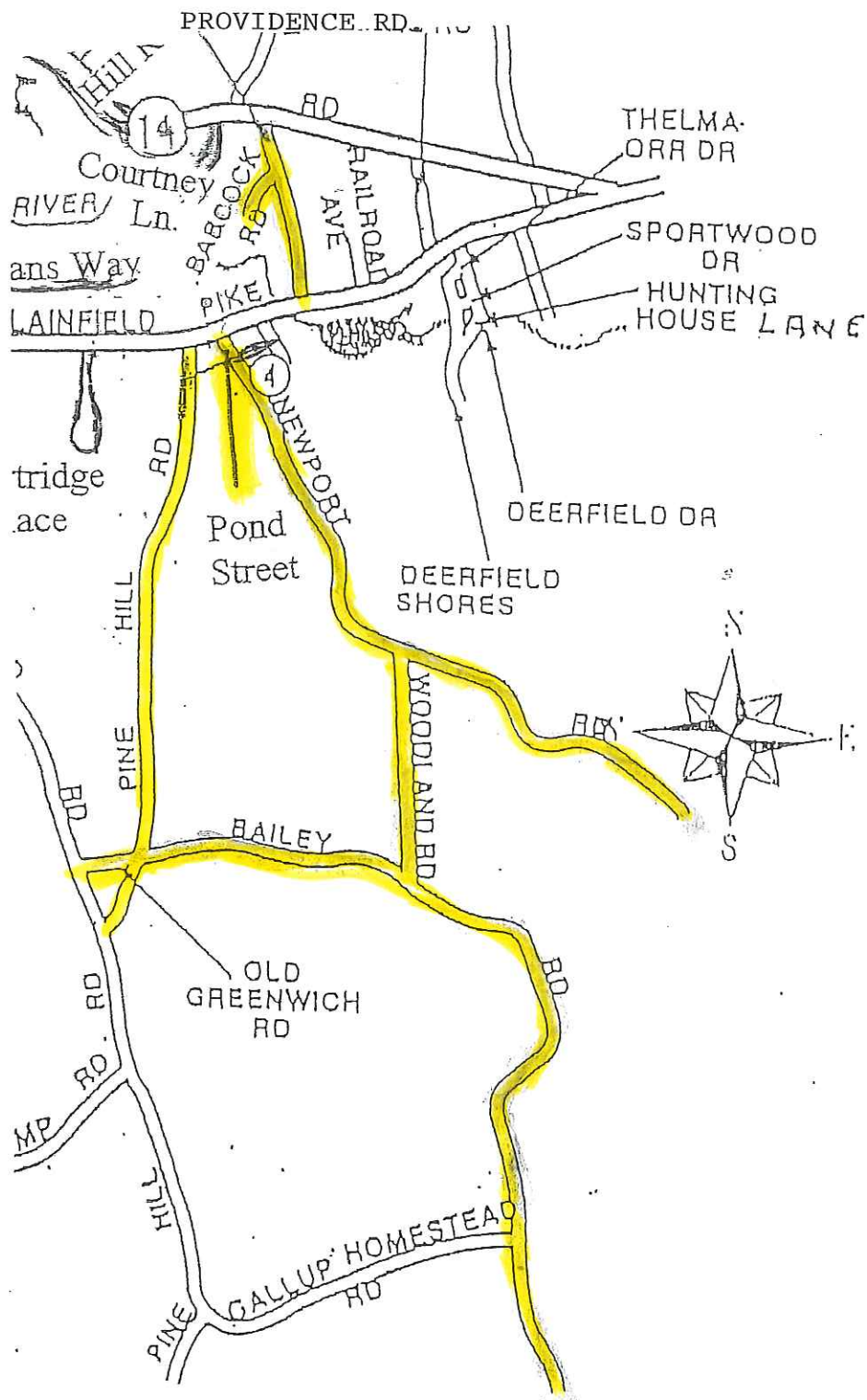
Printed Name



NORTHWEST

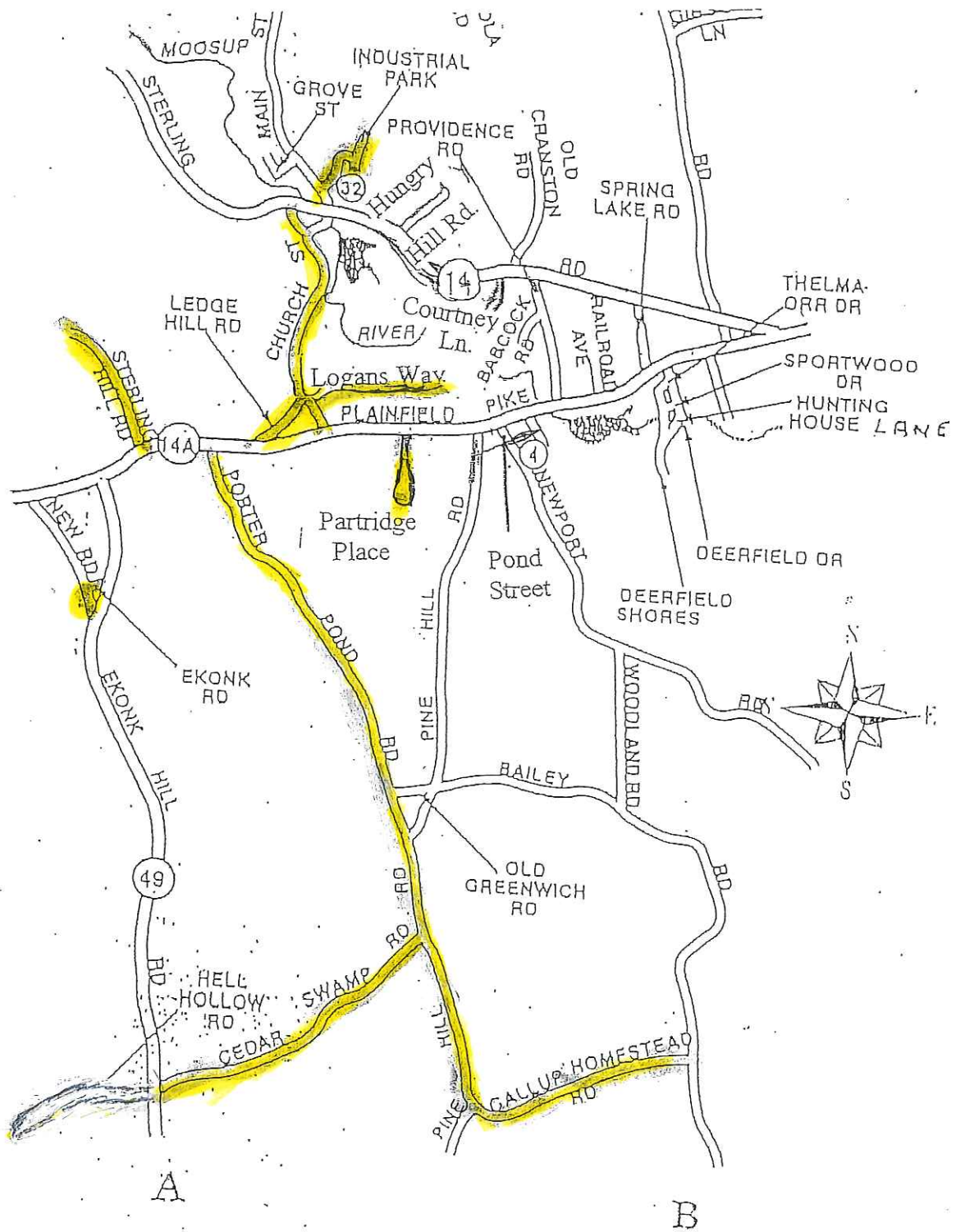
-BROOKSTONE DRIVE
 -LAIHO RD.
 -SAW MILL HILL RD.
 -TAYLOR RD.
 -MAIN ST.
 -CALVIN FRENCH RD.
 -HALL HILL RD.

-MARGARET HENRY RD.
 -VALLEY VIEW RD.
 -HARRIS RD.
 -BARBER RD.
 -JARED HALL HILL RD.
 -GROVE ST.
 -EASY ST.



****SOUTHEAST ****

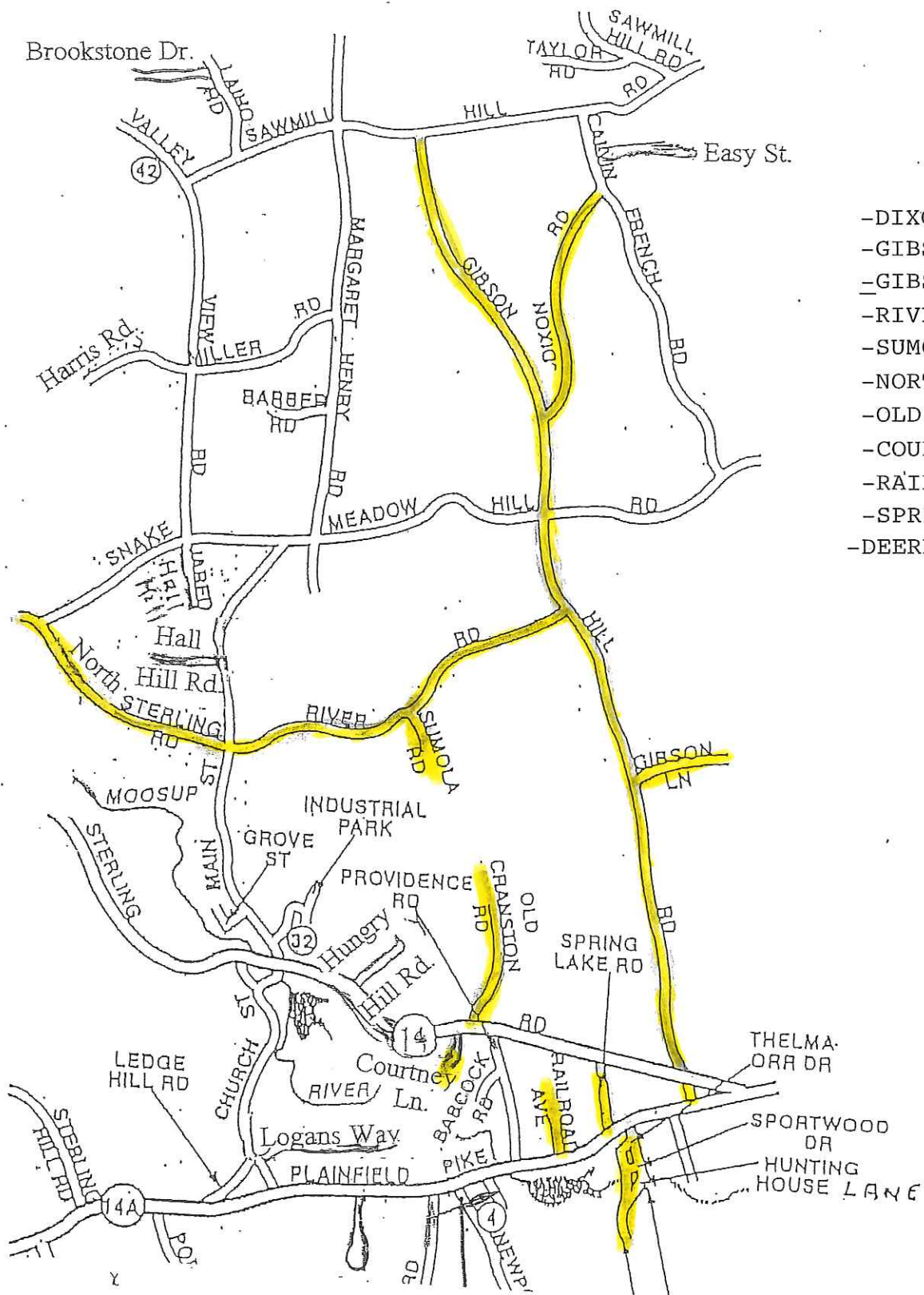
- NEWPORT RD.
- WOODLAND RD.
- PINE HILL RD.
- BAILEY RD.
- OLD GREENWICH RD.
- PROVIDENCE RD.
- POND ST.



SOUTHWEST

-PORTER POND RD.
-GALLUP HOMESTEAD RD.
-CEDAR SWAMP RD.
-EKONK RD.
-HELL HOLLOW RD.

-CHURCH ST.
-LOGANS WAY
-STERLING INDUSTRIAL PARK
-STERLING HILL RD.
-PARTRIDGE PLACE



- DIXON RD.
- GIBSON HILL RD.
- GIBSON LANE
- RIVER RD.
- SUMOLA RD.
- NORTH STERLING RD.
- OLD CRANSTON RD.
- COURTNEY LANE
- RAILROAD AVE.
- SPRING LAKE RD.
- DEERFIELD DRIVE

NORTHEAST