

**BID PROPOSAL  
PLOWING AND SANDING**

The undersigned hereby offers to supply Plowing for Parking Lots and Bus Driver's Driveways and Sanding Services during the 2022-2023 winter season. 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)** \_\_\_\_\_

## **CONTRACT TERMS**

The Town of Sterling is inviting sealed bids for snow plowing and snow removal for 2 parking lots and approximately six (6) bus driver's driveways and the distribution of treated road sand during the 2022-2023 winter season. 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.

Sealed bids will be received until 12:00 p.m., E.D.T., Wednesday, October 26, 2022 at the First Selectman's Office. Bids will be publicly opened and read at an open public meeting on Wednesday, October 26, 2022 at 6:00 p.m. in Room #15 at the Sterling Town Hall, by the Board of Selectmen.

### **INSURANCE REQUIREMENTS/HOLD HARMLESS AGREEMENT**

Certificate 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 five hundred thousand dollars (\$500,000.00), 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 Lincoln A. Cooper, First Selectman at the following address:

Town of Sterling  
1183 Plainfield Pike  
PO Box 157  
Oneco, CT 06373  
Telephone: 860 564-2904, Ext. 102  
Fax: 860 564-1660  
Email: lcooper@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 [lcooper@sterlingct.us](mailto:lcooper@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 for bus driver's driveways 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.

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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:

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Company/Individual

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Authorized Person – Title

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Date

## STANDARD INSTRUCTIONS TO BIDDERS

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

Sufficient operators must be available to operate the vehicles twenty-four (24) hours per day, seven (7) days per week if needed.

**The response time shall be not greater than forty (40) minutes from the time of the initial call.**

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 may make such investigation of the Contractor's equipment as it deems 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.

All contractors shall be under the supervision of the First Selectman or its head/delegate in regard to operational procedures.

Cellular telephones are required for all pieces of snow removal equipment providing the services at the expense 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](http://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 2022-2023. The winter season is defined as that time commencing with the first snow fall and ending with the last snow fall.

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 sand).

**NO PAYMENT FOR SERVICES SHALL BE ISSUED UNTIL THE TOWN HAS RECEIVED THE FOLLOWING FOR ALL DRIVERS:**

- 1. Snow Removal Services Contract**
- 2. Copy of drivers' license**
- 3. Certificate of Insurance showing liability coverage not less than five hundred thousand dollars (\$500,000.00) with the Town of Sterling added as additional insured**

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 21st day of October, 2020 by and between the Town of Sterling, a municipality in the State of Connecticut, and Steve Jordan, whose principal office is located at 1015 Gibson Hill Road, in the town and state of Sterling, Connecticut.

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 October 5, 2020 (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 \_\_\_\_\_  
Lincoln A. Cooper, First Selectman

**COMPANY/INDIVIDUAL**

\_\_\_\_\_  
(Witness)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name