



**Cooperative Educational Services  
40 Lindeman Drive  
Trumbull, CT 06611  
Telephone: (203) 365-8827**

DATE OF BID OPENING September 11, 2019	TIME OF BID OPENING 2:00 P.M	INSURANCE REQUIREMENTS Liability - see General Terms & Conditions	
BID ITEM Snow Plowing, C.E.S. Facilities as noted		CONTRACT PERIOD 11/15/2019 through 6/30/2020	
CONTACT PERSON Margaret Sullivan, Director of Finance & Operations			PHONE 203-365-8827
DEPT. C.E.S. Administrative Services Office, 40 Lindeman Drive, Trumbull, CT 06611			

**INVITATION TO BID**

Pursuant to the provisions of C.E.S. Policies, sealed proposals will be received by the Director of Finance & Operations, Cooperative Educational Services (hereinafter named C.E.S.), at 40 Lindeman Drive, Trumbull, CT 06611 for furnishing the commodities and/or services herein listed to C.E.S. facilities and programs.

**AFFIRMATION OF BIDDER**

The undersigned bidder affirms and declares:

- 1) That this contract proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the General terms & Conditions, Bid Specifications and Bid Proposal which are made a part of the contract.
- 2) That should any part of this proposal be accepted in writing by the Director of Finance and Operations within sixty (60) calendar days from the date of bid opening, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the Specifications.

**PROPOSAL:** The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/or services to the organization's agency or agencies named at the prices bid herein.

Type of Business	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sub Chapter S Corp.	<input type="checkbox"/> Corporation
Company Name		Doing Business As (Trade Name)		
Business Address		City	State	Zip Code
Signature of Person Authorized to Sign This Bid		Title	Date	
Print Name of Signer		Phone	Fax	
Further information and references on any individual or company placing a bid may be required by C.E.S. prior to the awarding of a bid.				

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED  
IN ORDER FOR BID TO BE CONSIDERED**

General Instructions:

Proposals are to be:

- Submitted in a sealed envelope, with the bidder's name and address in the upper left-hand corner and must be clearly labeled **C.E.S. Snow Removal and Sanding Bid.**
- Submitted using the blank proposal form furnished (Page 3). In addition, an authorized person must fully and properly execute the bid.
- Affirmation of Bidder Statement (Page 1) must be completed and signed in the corporate, or other, name of bidder.

Proposals received later than the time and date specified will not be considered.

Amendments to or withdrawal of proposals received later than the time and date set for the opening will not be considered.

Bidders or their representatives may be present at the bid opening.

C.E.S. may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The Director of Finance and Operations reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

The Director of Finance and Operations reserves the right to correct an award erroneously made as a result of a clerical error on the part of C.E.S.

A contract shall not be awarded to any corporation, firm or individual who has an unpaid and overdue debt to C.E.S. by debt or contract, or who is in default as surety or otherwise by any obligation to C.E.S..

TO ALL PROSPECTIVE BIDDERS:

C.E.S. Finance and Operations will appreciate your assistance in making a careful study of the specifications and proposal for the purpose of offering suggestion as to contract period, quantities, purchasing terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of C.E.S.

In soliciting an interest on your part in reviewing our bid documents, we believe closer cooperation will be developed between prospective bidders and this office. If possible, we should like to have your suggestions or comments prior to the date of bid opening indicated in the bid invitation.

Director of Finance and Operations  
Cooperative Educational Services

## **PROPOSAL FORM FOR BID OPENING ON 9/11/2019 AT 2:00 PM**

The undersigned \_\_\_\_\_, doing business in the City/Town of \_\_\_\_\_  
 \_\_\_\_\_, submits herewith, in conformity with the general terms and conditions and specifications for the  
 above mentioned public bid, the following proposal for:

### **Snow Plowing, C.E.S. Facilities as Noted**

<b>Facility</b>	<b>Removal Price 2" – 5" Snow with sand/salt</b>	<b>Removal Price 6" – 9" Snow with sand/salt</b>	<b>Removal Price 10" -12" Snow with sand/salt</b>	<b>Removal Price Above 12" Snow with sand/salt</b>	<b>Spreading Price Sand/Salt Only</b>
40 Lindeman Drive, Trumbull					
23 Oakview Drive, Trumbull					
25 Oakview Drive, Trumbull					

### **Additional Services**

Payloader with operator	\$	Hour
Backhoe with operator	\$	Hour
Dump truck with operator	\$	Hour

### Note:

BID IS CONTINGENT UPON APPROVAL OF THE C.E.S. GOVERNING BOARD.

AWARD OF CONTRACT MAY NOT BE MADE UNTIL AFTER 10/3/2019.

<b>TERMS:</b>	Net Cash	Days
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Company Name	Date	Phone	
Address	City	State	Zip Code
Name (Print)	Title		
Signature	Receipt Of Addenda Is Acknowledged (If Applicable):		
	No.	Date	No.      Date

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED  
 IN ORDER FOR BID TO BE CONSIDERED**

## **SPECIFICATIONS**

For

### **Snow Plowing, C.E.S. Facilities as Noted**

**Intent:**

The purpose of this bid is to secure a source for snow removal and sanding for the specified period.

**Basis of Award:**

C.E.S. intends to award the bid to the responsive and responsible bidder offering the lowest average cost for the 2019-2020 Snow Plowing season per facility.

**Contract Period:**

Prices offered on the proposal schedule shall be firm for the specified period. C.E.S. and the contractor, if mutual agreement is reached, may extend the contract annually for up to two additional years. Any extension shall be at the same price, terms, and conditions as the previous year; however, the owner has the sole discretion to reject or accept such extension.

**General:**

Interested bidders are encouraged to visit and inspect the school sites before submitting a bid in order to familiarize themselves with work requirements. Additional information, if required, can be obtained from Louis Fronte, Facilities Manager at 203-540-9535. The principal and/or head custodian at each school will assist in inspection and review. Failure to visit the school will not relieve the contractor of their obligation to confirm their ability to perform the work indicated in the specifications.

**Scope of Work**

Furnish all equipment, vehicles, labor and supervision to perform the following:

1. Remove all snow from entrance roadways, parking lots, and other areas of three (3) facilities as listed and specified herein. No building sidewalks are included in this bid.

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth of two inches (2") or more, every time it snows, and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event emergency vehicles need to gain access to any part of the school grounds they will be able to do so. All areas requiring snow removal shall be completed by 6:00 am, including school days, non-school days, weekends, holidays, 7 days per week.

Areas covered by the contract are also to be done if there is a scheduled event at a school, regardless of whether the school may have been canceled for that day, including weekdays, Saturdays, Sundays, or holidays. The C.E.S. Facilities Office will supply a monthly schedule of such events for C.E.S. facilities.

Snow shall be directed away from buildings and sidewalks and to the outside areas of parking lots, or as designated by the C.E.S. Facilities Office.

Areas requiring snow plowing are to be properly staked prior to the start of each snow season. This is to be done by the contractor.

Snow amounts will be based on National Weather Service spotters reports.

### Scope of Work (cont.)

2. Sand and salt all areas after removal of snow except where salt is prohibited.

Sanding of all areas that have had snow removal shall be started immediately after removal of all snow. Additional sanding or more frequent sanding shall be done if so directed by the Facilities Department. All sand shall be mixed with salt before spreading except where prohibited.

3. Sand and salt all areas after ice storms except where salt is prohibited – only sand can be used with some facilities.

In the event of slippery conditions due to ice storms, freezing rain, or icy conditions, sanding and salting (where not prohibited) shall be started immediately. The Facilities Department may order sanding and salting (where not prohibited) at any time, if in her/his judgment she/he feels it is required in order to maintain safe driving and walking conditions. Sanding or spreading of salt (where not prohibited) shall be done by mechanical spreaders attached to the rear of the trucks. Salt is to be ice control salt.

4. Spot Sanding

Spot sanding shall be performed where run off from melted snow has frozen. This sanding shall be done daily, if need be, and completed prior to school opening (7:00 am) or any other event taking place at any school.

### Equipment to be used

- Trucks shall be equipped so as to be capable of plowing snow and sanding under all storm conditions. Contractor shall have at least two vehicles with plows and sanders equal to the primary vehicle being used in reserve for backup purposes in case of accident, vehicle failure, or extreme storm conditions. All maintenance, supplies, equipment and spares, fuel, lubrication, vehicle repairs, etc. and necessary service facilities shall be provided by the contractor.
- **All vehicles** being used in this contract **must** be owned by and registered to the contractor awarded the contract, and all vehicles must be manned and operated by employees of said contractor. **No** hiring of outside vendors will be allowed for these services.
- Equipment to be used for this contract may be inspected by the Director of Finance and Operations prior to award of contract and at any other time she/he feels is necessary.

### Accidents and Damages

- The contractor shall report all accidents involving injury or major damage immediately after occurrence to the town Police Department and the building Principal/Administrator.
- Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, but not later than 4 hours after occurrence.
- Damages noted above are to be repaired by and at the expense of the contractor as soon as possible after occurrence. Final payment will not be made unless all repairs have been completed and approved by the Director of Finance and Operations.
- Damage to private vehicles should be reported to the Police Department and the building Principal/Administrator in the respective town where the damage occurred.

#### Payment to Contractor

- The contractor shall submit to C.E.S. her/his invoice for the month due within two weeks of the end of the month of plowing.

#### Service Contractor Requirements:

- Contractor must be a licensed contractor in the State of Connecticut and a copy of the license must be submitted to the Director of Finance and Operations before work can commence.
- Technicians must have a minimum of 2 years experience in this type of work.
- Bidder must submit at least 2 current references where similar work was performed by the bidder.
- Contractor must provide twenty-four (24) hour service and maintain a telephone service for response to emergency service calls for 24 hours per day, 7 days per week. Communication from office to workers in the field must be maintained by cell phones or other related communication equipment in order to make immediate response to emergency calls. Response to normal non-emergency calls is to be made within twenty-four (24) hours.

#### Contracted Areas

Specific areas to be plowed at each school are as indicated herein with special conditions as noted.

#### **C.E.S.**

**40 Lindeman Drive**

**Trumbull, CT 06611**

- All paved entrance and exit roadways and all parking areas from Lindeman Drive leading to the front of the school.

#### **Special Education Programs**

**25 Oakview Drive**

**Trumbull, CT**

- All paved entrance and exit roadways and parking areas from Oakview Drive leading into the building including the loading dock and maintenance garage, and the area between the wings of the building.

#### **Regional Center for the Arts**

**23 Oakview Drive**

**Trumbull, CT**

- All paved entrance roadways and parking areas from Oakview Drive leading to the entrance of the school including the loading dock.

## **GENERAL TERMS AND CONDITIONS**

All bids are subject to the General Terms and Conditions, Bid Specifications and Contract Proposal as provided.

**Price:** Bid prices will include delivery, F.O.B. destination, without extra compensation.

**Taxes:** C.E.S. is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the bid price. Exemption certificates will be furnished to the successful bidder.

**Award:** The Director of Finance and Operations reserves the right to make an award which, in her/his judgment and recommendation from the Facilities Department, following bid evaluations, best meets the specifications and is deemed in the best interest of C.E.S. C.E.S. reserves the right to increase or decrease all quantities indicated in this bid.

The Director of Finance and Operations further reserves the right to reject any or all bids, in whole or in part; to award any item, group of items or total bid unless otherwise specified by the bidder, and to waive informality or technical defects, if, in her/his judgment, the best interests of C.E.S. will be so served.

**Price Discrepancies:**

In the event there is a discrepancy between the unit price and extended price, the unit price will prevail.

In the event there is a discrepancy between the written price and numeric price, the written price will prevail.

**Laws:** All deliveries shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

**Hold Harmless & Indemnification Agreement:**

The bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify C.E.S., its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.

**Anti-Trust Claim Assignment Clause:**

The contractor or subcontractor offers and agrees to assign to C.E.S. all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time C.E.S. awards or accepts such contract, without further acknowledgment by the parties.

### Non-Collusive Bid Statement

The bidder, being fully informed regarding the accuracy of the statements made herein, certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and,
- b. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The bidder further certifies that this statement is executed for the purposes of inducing C.E.S. to consider the bid and make an award in accordance therewith.

### Non Discrimination Clause:

The Contractor hereby agrees that neither she/he nor her/his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, conditions or privilege of employment because of race, color, religious creed age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a matter as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

### Safety Standards:

All contractors and their employees, agents and subcontractors are required to comply with all EPA, NFPA and OSHA safety standards at all times while working on site. The Contractor and employees, agents and subcontractors found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination. C.E.S. reserves the right to inspect the work site at any time for safety compliance. C.E.S. may require the contractor as well as any agents and subcontractors to provide a copy of their OSHA 300 log for the three previous years for review.

### Toxic Substances:

In accordance with Section 31-40M of the General Statutes of Connecticut, any person who supplies any toxic substances as defined in 31-40J shall provide the following information:

- a. The genetic or basic chemical name of the toxic substance.
- b. The level at which exposure to the substance is determined to be hazardous.
- c. If known, the acute and chronic effects of exposure of hazardous levels.
- d. The symptoms of such effects.
- e. The appropriate emergency treatment.
- f. Proper conditions for safe use and exposure to such toxic substance.
- g. Procedures for cleanup of leaks and spills of such toxic substance.
- h. A label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information should be disclosed at the time of the bid opening and chemical data (M.S.D.S) sheets will also be required if the products meet the toxic substance criteria.



### Liability Insurance:

The General Terms and Conditions require the bidder awarded the contract to maintain in force during the performance of the work policies of worker's compensation insurance, employers' liability, bodily injury liability and property damage insurance covering the operations of the contractor and the use of all motor vehicles employed by the contractor. A certificate of insurance evidencing this fact that the contractor has secured the required insurance shall be filed with C.E.S. at the time of the execution of this contract. **It is further required that Cooperative Educational Services be named as an additional insured.** This should be shown under the description of operations portion of the certificate of insurance. All certificates should also indicate a notice of cancellation complying with state statute.

### Minimum Requirements for Certificate of Insurance

#### A. Commercial General Liability

- General Aggregate: \$ 1,000,000.00
- Product/Completed Operations Aggregate: \$ 1,000,000.00
- Occurrence Aggregate: \$ 1,000,000.00

#### B. Automobile Liability

- Liability Limit: \$ 1,000,000.00

#### C. Excess (Umbrella Liability) Liability

- The requirement that an umbrella policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

#### D. Workers' Compensation & Employers Liability

- Per Connecticut Statutes

### Stipulations:

A contract issued as the result of a bid shall not be considered exclusive. C.E.S. reserves the right to contract with other vendors for similar services when deemed appropriate.

C.E.S. maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily repaired within 60 days, C.E.S. may elect to have the repair made by an alternate vendor and subtract the cost from the contractor's invoice. C.E.S. also reserves the right to deduct from the vendor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

C.E.S. reserves the right to cancel the contract at any time with no cost to C.E.S. If the cancellation is for inadequate performance, then the cancellation shall be immediate. If the cancellation is for budgetary considerations or is based upon the discretionary right of C.E.S. then the cancellation shall be upon thirty (30) days written notice.

C.E.S. reserves the right not to award the continuation of a multiple year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

**NOTE:** By bidding on this contract the vendor agrees that any or all past clients may be contacted by C.E.S. or its agents. The vendors bidding on this contract also agree to release and discharge by bidding on this contract for the vendor him/herself, his/her heirs, executors, administrators and assigns, release firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of service, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by C.E.S. or its agents to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contracted.