BOROUGH OF NAUGATUCK

Request for Qualifications Winter Snow Plowing, Sanding & Snow Removal

The Borough of Naugatuck seeks Statements of Qualifications from Contractors with proven expertise in Winter Snow Plowing, Sanding & Snow Removal of municipal roads & sidewalks.

A detailed request for qualifications package/requirements can be obtained from the Street Department Office, 246 Rubber Ave, Naugatuck or the Borough of Naugatuck web site http://www.naugatuck-ct.gov

All firms obtaining information from the web site must submit contact information by e-mail to Slucas@naugatuck-ct.gov.

Qualifications will be accepted until 11:00 am, Monday, October 21, 2019 Responses received or postmarked after this date will not be considered. Questions shall be directed to:

James R. Stewart P.E. & L.S. Director of Public Works or Sandra Lucas-Ribeiro 246 Rubber Avenue Naugatuck, CT 06770 203-720-7071

The Borough of Naugatuck reserves the right to reject any and all bids.

An Affirmative action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

60 - 1.4 - Equal opportunity clause.

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Request for Qualifications from Contractors to Provide Snow Plowing, Sanding & Snow Removal

Section 1 General Information and Requirements:

1.1 General Information

The Borough of Naugatuck (BON) seeks Statements of Qualifications and expressions of interest from contractors with proven experience in snow plowing and sanding.

1.2 Description of Work

Naugatuck expects to hire contractors for 10 plow routes in the Borough. Plowing Contractor accepted will be used on an as need basis as determined by the Borough through the winter season of 2019/2020.

1.3 Rates Paid

The Borough will not reimburse the contractors for fuel, breakdowns or any damage or repairs to the plowing equipment. The Borough will supply sand and salt for the contractors use on Borough roads. Any contractors found to be plowing for other clients while plowing for the Borough shall be immediately terminated. Contractors MUST notify the Borough of any changes to equipment during the plowing season. The Borough will pay the contractor for plowing and sanding services at the following rates:

Small Dump or Pickup Truck With Plow and Sander (Minimum 2yd sander, 8ft. plow & $10,600 \text{ GVW} = \frac{$100.00 \text{ per hour}}{}$

Dump Truck with Plow and Sander (Minimum 4yd. sander, 8ft. Plow & 26,000 GVW = \$130.00 per hour

Large Single Axle or Multi– Axle Truck with plow & Sander (Minimum 5yd. sander, 10ft. plow & 35,000 GVW) = \$190.00 per hour

Contractors Minimum Payments:

Contractors shall be guaranteed a minimum of forty (40) hours of work at the specified rate for each truck contracted. If the contractor is utilized for less than 40 hours the contractor shall be paid an additional amount equal to the difference between the hours worked and forty hours, times the contracted rate. Furthermore if the contractor is contracted for less than 80 hours the contractor shall be paid a supplemental payment of \$20/hr for each hour not utilized between Forty (40) and Eighty (80) hours. Minimum Payments or supplemental payments shall not apply to backup or trucks held in reserve.

Minimum payments and supplemental payments will be reduced as determined by the Director of Public Works due to contractor equipment break downs or equipment being unavailable for use. Any contractor that is terminated from service shall not receive minimum or supplemental payments.

Examples:

Contracted Rate. \$100.00/hour, hours utilized 20 hours
 Total Payment Received (20hr X \$100.00) + ((40hr-20hr) x \$100.00)+((80-40) x \$20.00)= \$4,800.00

\$2000.00 + \$2000.00 + \$800.00 = \$4,800.00

2. Contracted Rate. \$100.00/hour, hours utilized 45 hours Total Payment Received (45hr X \$100.00) + (80-45) x \$20.00)= \$5,200.00

\$4500.00 + \$700.00 = \$5,200.00

3. Contracted Rate. \$100.00/hour, hours utilized 85 hours Total Payment Received (85hr X \$100.00) = \$8,500.00

3-4 Yd. Loader w/driver = \$120.00

6 Yd. Loader w/driver = \$135.00

8 Yd. Loader w/driver = \$145.00

Skid steer w/operator = \$90.00

Tri-Axle Dump Truck w/ driver (snow removal) = \$100.00

Plow Trucks without sanders will NOT be considered
If sanders are not available due to breakdowns fees payed will be reduced by \$30/hr.

1.4 Submission of Qualifications

Qualifications will be accepted until 11:00 am October 21, 2019. All and qualifications must be clearly marked on 1 large envelope entitled: "Borough of Naugatuck RFP Plowing and Sanding Services". Late submissions will not be accepted.

Qualifications/ Proposals shall be directed to:

James R. Stewart P.E. & L.S. or Sandra Lucas-Ribeiro 246 Rubber Avenue Naugatuck CT, 06770

1.5 Evaluations and Qualifications

Contractors will be selected with the following criteria:

- 1. Proof of Insurance
- 2. Municipal Road Plowing Coverage included on Insurance Certificate once route is assigned
- 3. Past company experience
- 4. Equipment available
- 5. Condition and age of proposed equipment
- 6. Location of drivers and equipment
- 7. Drivers experience
- 8. Driving records
- 9. Response time
- 10. Other criteria as determined by the Town

Weighting criteria will be determined by the Town.

It is the intent of Borough of Naugatuck to hire the most qualified contractors and create a list of available contractors.

1.6 Borough of Naugatuck's Reservation of Rights

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all Proposals.

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

The Borough of Naugatuck reserves the right to reject any or all proposals or to accept any proposals, should it deem it to be in the best interest of the Borough.

1.7 Reimbursement for Costs

It is the responsibility of the respondents to pay for all costs associated with submitting qualifications and proposals. The Borough of Naugatuck shall not reimburse any costs.

1.8 Insurance Requirements

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

- A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.
- B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.
- C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000.000.
- D. With respect to the project operations the Bidder performs and also those Performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.
- E. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

- F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.
- G. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other change necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

1.9 Signature Requirements

Proposals must be signed by a duly authorized official of the Company. Consortiums, joint ventures, or teams submitting proposals will not be considered unless it is established that all contractual responsibility rests solely with one contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

1.10 Attachments

Certificate of Non-Collusion Form

1.11 GPS Tracking

Contractors shall be provided by the Borough a Global Positioning System Tracking Device which will allow the Borough the ability to track and review the work completed by the contract as well as dispatch the contractors. The Borough will also utilize the GPS to determine the efficiency of the contractors used and document the actual hours of work completed. Contractors shall be responsible to pick up the GPS units prior to starting snow removal activities and return the undamaged units at the end of snow removal activities. Contractor shall be responsible for lost or damage units. The Boroughs reserves right to reduce invoices because of damaged or lost GPS units and extended periods of inactivity or breakdowns.

1.12 Down Time

Contractors shall be allowed a reasonable amount of break time as well and equipment repair time on the clock. The borough will determine at its discretion when down time is excessive and work hours will be reduced or contracts canceled. All significant down time must be reported to the Borough. Contractors must immediately notify the borough when coming of their assigned routes.

1.13 Work for Others

Contractors shall only work for the Borough when they are on the clock. Contractor must sign out prior to completing any other work including personal and professional. It shall be grounds for terminating further work if it is determined by the borough that contractors are working for others while on the clock.

1.14 Communications

Contractor's drivers must carry a cell phone during all times and stay in communications with the Borough. The Contractors shall supply the phone numbers of all drivers as well as a secondary phone number that can be used during storms for dispatching trucks.

1.15 Material

Contractor's are required to return any unused material when released from service.

Section 2 Qualifications Submission:

2.1 Statement of Interest

Contractors shall submit a one page maximum cover letter/letter of interest

2.2 Prime Firm/Company

Consultants shall submit the following items and information:

Company History, years in business

List of Equipment proposed to be used, including make model, year, mileage.

Proof of insurance

Within 30 days of the Contractor being awarded the route, the contractor will be required to provide an insurance certificate for Borough of Naugatuck as additional insured with Municipal Road Plowing * Please see insurance certificate sample attached****

Copies of registrations and proof of Insurance

Location equipment is kept and maintained

Other plow contracts of clients located in Naugatuck

Other services the company provides that may impact the services provided to the town

Copies of Drivers Licenses of all proposed drivers

Statement regarding the driving record of the proposed drivers

Prof of Drug testing if equipment is listed that requires a CDL license.

2.3 Plowing Experience

The consultants shall provide information the experience the contractor has plowing for Naugatuck as well as other municipalities and companies.

2.4 References

The consultants shall provide a list of references for the plowing experience listed.

2.5 Firms/Teams Availability to Provide Service

The contract shall provide a statement that the company can provided Plowing and sanding services as required by the town for the rate specified. Any change in equipment or drivers used shall be subject to the approval of the Borough of Naugatuck.

2.6 Licenses & Certifications

The consultant shall provide copies of all applicable licenses and certifications.

2.7 Litigation Statement

A. Provide details of all past of pending litigation of claims filed against your company that would affect your company's performance under a contract with the Borough of Naugatuck.

2.8 Additional Information

Certificate of Non-Collusion

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made
and submitted in good faith and without collusion or fraud with any other person. As used in
this certification, the word "person" shall mean any natural person, business, partnership,
corporation, union, committee, club, or other organization, entity, or group of individuals.
Signature/Date
Printed Name of Person Signing Proposal
Name of Business