

CITY OF NEWTON PROJECT MANUAL TABLE OF CONTENTS SIDEWALK SNOW PLOWING – ROUTE 1 & 6

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END OF SECTION

PURCHASING DEPARTMENT

INVITATION FOR BID #22-17

The City of Newton (City) invites sealed bids from Contractors for:

Sidewalk Snow Plowing – Routes 1 & 6

Bids will be received until: **11:00 a.m., Thursday, September 23, 2021*** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

*To promote the health and safety of City workers and the public, Newton City Hall is still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:

- 1. Bidders who wish to attend the Bid Opening may do so by telephone conference call. To attend, call 617.454.5555. When prompted, enter Participant Passcode 1220#.
- 2. You may drop off bids in Room 108. However, bids not received in Room 108 by mail or courier may, if you choose, be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.
- 3. Bids results will be scanned and posted as soon as practicable after the opening. Copies of bids will be available on written request.

Contract Documents will be available online at: <u>www.newtonma.gov/bids</u> after 10:00 a.m., Thursday, September 9, 2021.

This Invitation For Bid (IFB) is for sidewalk plowing services on Routes 1 and 6, as shown in the attached route maps.

The contract term shall **extend from the date of contract execution through June 30, 2022**. In addition, the City, at its sole discretion, shall have the **option to extend** the contract for **two (2) additional one (1) year terms**, at the prices stated for those additional terms in a Contractor's bid. In order to exercise its options, the City will notify the Contractor(s), in writing, no later than the July 1st preceding the commencement of an additional term.

Bids must be submitted with one original and one copy.

Contract will be awarded to Contractor that is deemed most advantageous to the City. Municipalities in Massachusetts are not required by law to bid contracts for snow plowing services. Interested vendors should take note that the provisions of the bidding laws, including M.G.L. c. 30B, DO NOT APPLY to this IFB. In order to obtain the service that is most advantageous to it, the City of Newton has opted to undertake this competitive IFB. The City also reserves the right to engage in negotiations with Contractor(s) after the bids are opened, and to award contract(s) to bidders that may not have offered the lowest price, if it is determined to be in the best interest of the City to do so.

The City of Newton will be the sole judge of whether or not a bid meets the criteria of this IFB, and its decision shall be final. The City of Newton will be the sole judge of whether or not a particular bid is most advantageous for the City of Newton compared to other bids based on the selection criteria, and its decision shall be final.

It is the sole responsibility of the Contractor(s) downloading bids from <u>www.newtonma.gov/bids</u> to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the City's website and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to <u>purchasing@newtonma.gov</u> with your NAME, ADDRESS, PHONE, FAX AND REQUEST FOR BID NUMBER. Any questions regarding this bid must be submitted in writing and either faxed or emailed to the Chief Procurement Officer (617) 796-1227.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: <u>jfairley@newtonma.gov</u> or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

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CITY OF NEWTON

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Nicholas Read *Chief Procurement Officer* September 9, 2021

DEPARTMENT OF PURCHASING

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
 - 1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 - 2. The Bidder is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents or become familiar with local conditions will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at <u>purchasing@newtonma.gov</u> or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday**, **September 17**, **2021 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids (IFB) where Contract Documents are on file, in addition to being available online at <u>www.newtonma.gov/bids</u>.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an IFB outside of the Purchasing Department, once an IFB has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at <u>purchasing@newtonma.gov</u> or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #22-17**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: <u>www.newtonma.gov/purchasing</u>.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on "Bid Form #22-17, attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 The Bid, shall be enclosed in a sealed envelope with the following plainly marked on the outside:
 - * GENERAL BID FOR: **#22-17**
 - * NAME OF PROJECT: Sidwalk Snow Plowing Routes 1 & 6
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the IFB.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 It is the City's intent to award up to three (3) contracts to the most advantageous responsive and responsible bidder(s) offering the lowest Proposed Contract Price on Bid Form 22-17 for the plowing services set forth in Specifications For Sidewalk Snow Removal at pp. 17-20 below. The Primary Contract will be awarded to the bidder deemed most advantageous. In the event that the Primary Contractor is unable to provide requested services under the contract, the City shall request the services from the second most advantageous bidder. If the secondary bidder is unable to provide such services, it shall go to the third most advantageous bidder. Contract(s) will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.

- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term " responsive and responsible Bidder" shall mean a Bidder (1) possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

DEPARTMENT OF PURCHASING

BID FORM #22-17

A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

SIDEWALK SNOW PLOWING – ROUTES 1 & 6

for the Proposed Contract Price specified below, subject to additions and deduction according to the terms of the Specifications.

The price listed on this Bid Form shall apply to General and Limited Snow Plowing Operations. "General Snow Plowing Operations" and "Limited Snow Plowing Operations" are defined at p. 19 below.

3.	This bid includes addenda number(s)	_,,	,	,	
С.	The Proposed Contract Price: Single piece of Qualified Snow Removal Equipment ²	Hourly Rate	x	Estimated ¹ Number = of Hours	Proposed Contract Price
		\$		x 500	\$
	The estimated number of pieces of equipm will employ to fulfill its obligations under			ed	
	Company:				

- D. The undersigned has completed and submits herewith the following documents:
 - O Signed Bid Form, 2 pages
 - O Bidder's Qualifications & References Form, 2 pages
 - O Certificate of Non-Collusion, 1 page
 - O Certification of Tax Compliance, 1 page
 - O Certificate of Foreign Corporation (if applicable), 1 page
 - O Debarment Letter, 1 page
 - o IRS Form W-9, 1 page
- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

¹ The number of hours is the City's best estimate based on prior experience. Actual hours may be more or less than those estimated. Regardless of the amount of the actual hours, the hourly rate shall be that set forth above.

² "Qualified Snow Removal Equipment" shall mean equipment meet the following requirements: (1) be capable of negotiating a sidewalk during any type of snow event through the use of studded tires or tracks; (2) shall have an overall width of 60 inches or less in order to traverse a sidewalk effectively and avoid fixed obstacles; (3) be a skid-steer type, either Trackless MT, Bombardier, or similar type machine designed for sidewalk snow plowing, fixed with either a straight or v-blade or power v-blade. Use of walk-behind equipment does not meet the foregoing requirements. *See* p. 19 below.

Prompt Payment Discount _	%	Days
Prompt Payment Discount_	%	Days
Prompt Payment Discount _	%	Days

F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid and furnish a performance bond, from a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton and each in the sum not less than 100% of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date		
	(Name of General Bid	lder)
	BY:	
	(Printed Name and Ti	tle of Signatory)
	(Business Address)	
	(City, State Zip)	
	(Telephone)	_/(FAX)
	(E-mail address)	

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

INCORPORATED? YES	NO DATE AND	STATE OF INCO	DRPORATION:	
S YOUR BUSINESS A MBE?	YES NO WBE	?YES	_NO or MWBE ?	YES
LIST ALL CONTRACTS CURRE DFCOMPLETION:	ENTLY ON HAND, SHOW	VING CONTRAC	F AMOUNT AND A	NTICIP#
HAVE YOU EVER FAILED TO C YES NO F YES, WHERE AND WHY?	COMPLETE A CONTRA	CT AWARDED T	O YOU?	
HAVE YOU EVER DEFAULTED IF YES, PROVIDE DETAILS.	O ON A CONTRACT?	YES	NO	
LIST YOUR VEHICLES/EQUIPM	MENT AVAILABLE FOR	THIS CONTRAC	Т:	
		N REGARDING	CONTRACTS CON	//PLETEI

DOLLAR AMOUNT: \$		DATE COMPLETED:
PUBLICLY BID?	_YESNO	
TYPE OF WORK?:		
CONTACT PERSON: _		TELEPHONE #:)
CONTACT PERSON'S I	RELATION TO PROJECT?:	
	(i.e.	., contract manager, purchasing agent, etc.)
PROJECT NAME:		
OWNER:		
CITY/STATE:		DATE COMPLETED:
DOLLAR AMOUNT: \$		DATE COMPLETED:
PUBLICLY BID?	_YESNO	
TYPE OF WORK?:		
CONTACT PERSON: _		TELEPHONE #: ()
CONTACT PERSON'S I	RELATION TO PROJECT?:	
	(i.e.	., contract manager, purchasing agent, etc.)
DDOIECT NAME.		
OWNER		
CITV/STATE:		
DOLLAD AMOUNT. ©		DATE COMPLETED:
DULLAK AMOUNT. \$	VES	DATE COMPLETED:
TVDE OF WORK2.	_YESNO	
CONTACT DEDSON:		TELEPHONE #: ()
CONTACT PERSON.	DELATION TO DDOJECT?	TELEFHONE #. ()
CONTACT PERSON'S I	(i.e.	., contract manager, purchasing agent, etc.)
PROJECT NAME:		
OWNER:		
CITY/STATE:		
DOLLAR AMOUNT: \$		DATE COMPLETED:
PUBLICLY BID?	_YESNO	
TYPE OF WORK?:		
CONTACT PERSON:		TELEPHONE #:()
CONTACT PERSON'S	RELATION TO PROJECT?:	
	(i.e.	., contract manager, purchasing agent, etc.)
requests any person, firm		ed herein is complete and accurate and hereby authorizes and information requested by the City in verification of the recitals experience.
DATE:	BIDDER:	
SIGNATURE:		
PRINTED NAME:		TITLE:
	END OF S	ECTION

10.

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 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 or individuals.

(Signature of individual)

Name of Business

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

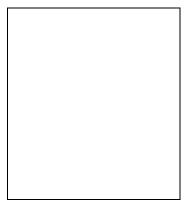
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

Signature of Individual (Mandatory)	* Contractor's Social Security Number (Voluntary) or Federal Identification Number
Print Name:	Date:
OR	
Company Name (Corporation, Partnership, LLC, etc.)	
By:	
Print Name:	

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

Date:

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

City of Newton



Purchasing Department Nicholas Read ⊕ Chief Procurement Officer 1000 Commonwealth Avenue Newton Centre, MA 02459-1449 purchasing@newtonma.gov

Telephone (617) 796-1220 Fax: (617) 796-1227 TDD/TTY (617) 796-1089

Mayor Ruthanne Fuller

Date

Vendor

Debarment Letter for Invitation For Bid #____ Re:

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

		(Name)
		(Company)
		(Address)
		(Address)
PHONE	FAX	
EMAIL		· · · · · · · · · · · · · · · · · · ·
		Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

	ovember 2017) nent of the Treasury	Identification Numb			requester. Do not send to the IRS.
nternal	Revenue Service	Go to www.irs.gov/FormW9 for ins on your income tax return). Name is required on this line; d	o not leave this line blank.	st information.	_
	1 Manie (as shown				
	2 Business name/d	isregarded entity name, if different from above			
page 3.	3 Check appropriat following seven b		_	_	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
e. ns on	single-membe		•	Trust/estate	Exempt payee code (if any)
Print or type. Specific Instructions on page	Note: Check	y company. Enter the tax classification (C=C corporation, S the appropriate box in the line above for the tax classification is classified as a single-member LLC that is disregarded f hat is not disregarded from the owner for U.S. federal tax s from the owner should check the appropriate box for the	on of the single-member or rom the owner unless the o purposes. Otherwise, a sind	wher. Do not check owner of the LLC is gle-member LLC that	Exemption from FATCA reporting code (if any)
ecif	Other (see ins	tructions) >			(Applies to accounts maintained outside the U.S.)
e Sp	5 Address (number	r, street, and apt. or suite no.) See instructions.		Requester s name i	and address (optional)
See	6 City, state, and 2	/IP code			
	7 List account nun	iber(s) here (optional)		I	
Par	Taxna	yer Identification Number (TIN)			
Entor	your Tibl in the an	propriate box. The TIN provided must match the na	me given on line 1 to av	old Social se	curity number
backu	p withholding. For	rindividuals, this is generally your social security nur rietor, or disregarded entity, see the instructions for yer identification number (EIN). If you do not have a	Part I. later. For other	et a	-
TIN, I	ater.			or	Identification number
Note: Numb	If the account is i ber To Give the Re	n more than one name, see the instructions for line quester for guidelines on whose number to enter.	1. Also see what wante		
					-
Par	t II Certifi	cation			
1 Th	e number shown o	rry, I certify that: In this form is my correct taxpayer identification num	nber (or I am waiting for	a number to be is	sued to me); and
2.1 ar Se no 3.1 ar 4. Th Certin you h	m not subject to be rvice (IRS) that I ar longer subject to I m a U.S. citizen or e FATCA code(s) e fication instruction ave failed to report	n this form is my correct taxpayer identification nun ackup withholding because: (a) I am exempt from be m subject to backup withholding as a result of a fall backup withholding; and other U.S. person (defined below); and intered on this form (if any) indicating that I am exer is. You must cross out item 2 above if you have been all interest and dividends on your tax return. For real e ent of secured property, cancellation of debt, contribu ividends, you are not required to sign the certification,	ackup withholding, or (t ure to report all interest notified by the IRS that y state transactions, item	ng is correct. ng is correct. ou are currently sul 2 does not apply. F irement arrangemet	billed by the internal revenue the IRS has notified me that I am bject to backup withholding because or mortgage interest paid, t (fRA), and generally, payments
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Project Manual No. #22-17 – Sidewalk Snow Plowing – Routes 1 & 6 Page 16 of 29

DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS FOR SIDEWALK SNOW PLOW REMOVAL

Municipalities in Massachusetts are not required by law to publicly bid contracts for snow plowing services. Interested Contractors should take note that the provisions of the bidding laws DO NOT APPLY to this IFB. In order to obtain qualified Contrators only, the City has undertaken this IFB. The City also reserves the right to engage in negotiations with CONTRACTOR(S) after the bids are opened.

INTRODUCTION

The City of Newton intends to contract for sidewalk snow plowing equipment on an hourly basis both for normal sidewalk snow plowing and sidewalk snow removal. To facilitate the sidewalk snow removal efforts, the Department of Public Works (DPW) has established sidewalk snowplowing routes. When a Contractor is notified to provide plowing services, its equipment will be assigned to a specific route for that day during all normal plowing operations.

The City of Newton sidewalk snow plowing Routes 1 and 6 have been established and is attached hereto as Sidewalk Snow Plowing Maps (separate pdf file at p. 30 below)) (collectively, the "Routes").

There shall be one or more City Snow Inspectors assigned to confirm that the Contractor has met its obligations under this IFB and its contract.

RESPONSIBILITIES OF CONTRACTOR

- A. Equipment contracted for must be available seven days a week, 24-hours per day, including holidays. The need for each piece of equipment contracted for, will be determined by the DPW Commissioner or his designee, and must be capable of responding within four hours of notification to report. Only equipment responding within the allotted notification period shall be paid for call-out time in accordance with the awarded hourly rate for the established sidewalk Routes.
- B. Utilization of Qualified Snow Removal Equipment (defined at "Equipment Specifications," Section E at p. 19 below) is at the discretion of the DPW Commissioner or his designee. It shall be the Contractor's responsibility to become familiar and to familiarize its employees with the designated sidewalk route. Supervisory personnel of DPW will be available to assist in this familiarization and to advise the Contractor of any special conditions which may be encountered on the route.

C. Equipment Inspection

- 1. The DPW Commissioner or his designee has the right to perform equipment inspections prior to use and may reject the use of equipment deemed unfit to perform such plowing services. The DPW Commissioner or his designee will subsequently contact winning bidder to schedule said inspections.
- 2. All equipment may be inspected by DPW prior to acceptance. If equipment does not pass the inspection, the Contractor may modify the equipment and request a re-inspection or supply another vehicle or piece of equipment.
- 3. The Contractor shall submit inspection requests in the form of the 2021-2022 Schedule Of Equipment For Hourly Sidewalk Snow Plowing Services attached hereto (Schedule).

- D. The Contractor shall be responsible for all fuel, repairs to its equipment. Further, it shall be the Contractor's responsibility to assure equipment availability at all times during plowing operations. The City reserves the right to terminate a contract at any time for failure of equipment availability.
- E. Equipment called in must arrive at its designated check-in point within four hours of being called and must be ready to begin plowing operations upon its arrival.
- F. For sidewalks, contracted plowing operations shall be performed as close to the sidewalk surface as possible and all sidewalks shall be cleared to their full width with a minimum width of 36" at obstructions (i.e., telephone poles, fire boxes, trees, retaining walls, etc.). All corners and wheelchair ramps shall be cleared and free of loose snow as part of these operations and shall be cleaned to their full widths. Care will be made not to pile snow on sidewalk corners but pushed beyond the radii and equally distributed along the curb line/berm. A sidewalk plowing operation shall not be deemed complete until it has met the above standards to the approval of the appropriate City Snow Inspector or the DPW Commissioner and/or his designee. The contractor shall do everything possible to avoid or negotiate around fixed obstacles within the sidewalk without damaging said obstacles. Care must be made to remain clear of existing fences and walls abutting private property to the extent possible. Sidewalk plowing operation shall not be deemed complete until it has met the approval of the City Snow Inspector or the DPW Commissioner and/or his designee requirements to the approval of the City Snow Inspector or the deemed complete until it has met these requirements to the approval of the City Snow Inspector or the DPW Commissioner and/or his designee. At the discretion of DPW commissioner or his/her designee the contractor will apply salt prior to, during, or after the storm to all sidewalks along the route.
- G. Salt shall be provided to the contractor by the City and may be picked up at City Yard located at 90 Crafts Street.
- H. All plowing operations shall be continuous and shall be continued without interruption unless said interruption is authorized by the DPW Commissioner and/or his designee.
- I. In a normal plowing operation, work shall be completed to the standards described herein within eight (8) hours of the cessation of snowfall, as described by the DPW Commissioner and/or his designee.
- J. The City shall hold as retainage 5% of each invoice until May 15, 2022, to be applied against damage claims against the City on account of the Contractor's plowing. Damage claims not settled within will cause the City to take action against insurance or other contract security, or deduct from other payments due the Contractor, including any contract retainage. All retainage not applied to claims by May 15 shall be paid to the Contractor.
- K. In consideration of the need to reserve equipment, the City will pay to the Contractor Minimum Annual Guarantee payment for each Fiscal Year a contract is in effect, provided that the contract is executed and awarded by November 15, 2021. In addition, upon being called in a Contractor is guaranteed a 4-hour minimum payment at the hourly rate set forth in its bid for each piece of equipment provided for each snow and ice event. The Minimum Annual Guarantee for each Zone shall be \$17,000 for each Fiscal Year. In the event that the aggregate payments for General Snow Plowing Operation services in any Fiscal Year shall be less than \$17,000, the City shall pay a Contractor Minimum Annual Guarantee equal to \$17,000 less the aggregate payments for General Snow Plowing Operation services made for that Fiscal Year. The Minimum Annual Guarantee payment, if any, shall be made on May 1.
- L. Equipment contracted for must be available seven days a week, 24-hours per day, including holidays. The need for each piece of equipment contracted for, will be determined by the DPW Commissioner or his designee, and must be capable of responding within four hours of notification to report. Only equipment responding within the allotted notification period shall be paid for call-out time in accordance with the awarded hourly rate for the established sidewalk Routes. Generally, the contractors providing sidewalk snow plowing equipment will be called out for storms predicted to be greater than 6".

OPERATIONS

- A. City Snow Inspectors shall be assigned to supervise contracted vehicles and equipment. The City Snow Inspector shall be responsible for the designated route assigned to the contractor. Planning operations shall be conducted in accordance with the direction of the Inspector and with the standards described herein. In no instance shall a plowing operation be deemed complete until said City Snow Inspector has approved it.
- B. Equipment must check in and check out from its designated assignment location. They must arrive fully fueled and ready

to initiate plowing operations.

- C. Each piece of contracted equipment shall carry an identification plate/flag provided by the DPW. Such identification shall be affixed to the appropriate vehicle throughout the contract period.
- D. All Contractors must have access to a cell phone to both relay and receive information from the City Inspector or his designee. An updated list of operator names with affiliated equipment and cell phone numbers must be provided by the Contractor at each check-in. Contracted operators will be provided with a contact phone number to speak with the City Inspector or their designee to address in-field issues.
- E. The plowing areas for which the sidewalk plowing Contractor will be responsible are set forth in the Route maps attached hereto. The Contractor will be required to plow sidewalks along portions highlighted in green along the entire route designated by the City and the sections of sidewalks within the red circles. At a minimum, the sidewalk contractor will be required to plow/ salt/ or snow blow the green highlighted portions of the sidewalk route and all sidewalks with the red circles. There may be an opportunity for the sidewalk contractor to plow more than one route and this would be coordinated with the City.
- F. Contractor(s) shall, at the direction and expense of the City, permit the City to keep GPS radio and/or cell communications in any or all equipment used during snow plowing operations that are designed to monitor the progress and location of all equipment. All such equipment shall be kept in all equipment at the direction of the DPW Commissioner or his designee and shall be returned to City personnel upon completion of each snow plowing event. Losing or damaging GPS radio or cell communications equipment that is kept in Contractor(s) vehicles or equipment to monitor the progress and location of all plows and spreaders: the cost of replacement thereof, which shall be deducted from Contractor invoices.
- G. "General Snow Plowing Operations" shall mean a snow emergency that is, in the sole discretion of the DPW Commissioner or his designee, of a magnitude that he authorizes Contractor(s) to plow snow. "Limited Snow Plowing Operations" shall mean a snow emergency that is, in the sole discretion of the DPW Commissioner or his designee, does not require the plowing of the entire Zone, but for which Contractor plowing service will augment other snow plowing activities of the City.

EQUIPMENT SPECIFICATIONS

- A. The City reserves the right to reject any piece of equipment that does not pass City administered inspection and road tests and comply fully with this specification at any time during the term of the contract.
- B. The rates provided by the potential Contractor shall include the cost of furnishing the operator, insurance, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the operation of the equipment.
- C. Any additional types of equipment proposed for use under this contract must meet requirements and criteria as herein established and must also be individually approved by the DPW Commissioner and/or his designee.
 - 1. Rotary-type light with a yellow/amber lens visible for 360 degree around for each vehicle

2. Plow unit must have an automatic tripping device as to protect manholes and other protrusions above the top of the sidewalks

- 3. All electrical and mechanical systems to be in excellent operating condition
- 4. Come with snow blower, plow, and salt spreader attachments
- D. Vehicles and equipment will be contracted on the basis of the hourly rates specified for each specific type of equipment.

- E. All equipment shall be "Qualified Snow Removal Equipment, which" shall mean equipment meet the following requirements: (1) be capable of negotiating a sidewalk during any type of snow event through the use of studded tires or tracks;
 (2) shall have an overall width of 60 inches or less in order to traverse a sidewalk effectively and avoid fixed obstacles; (3) be a skid-steer type, either Trackless MT, Bombardier, or similar type machine designed for sidewalk snow plowing, fixed with either a straight or v-blade or power v-blade. Use of walk-behind equipment does not meet the foregoing requirements.
- F. All equipment employed pursuant to the Contract shall be equipped with a 12 volt outlet compatible with the City's GPS system.

PLOWING REQUIREMENTS

- A. <u>All wheel chair ramps at intersections or midblock crossings must be cleared of snow and opened the entire width of the ramp.</u>
- B. Do not turn around in private driveways.
- C. Plow at a speed which is sufficient to move the snow, but not excessive.
- D. Plow all sidewalks the full width of the sidewalk with a minimum of 36" at sidewalk obstructions (i.e., telephone poles, fireboxes, trees, retaining walls, etc.).
- E. It is not acceptable to leave snow pack of any depth along the city sidewalk after the passing of a Contractor plow.

GENERAL CONDITIONS

- A. Hauled snow shall be transported to a location specified by the DPW Commissioner or his designee.
- B. Payment due for hours worked will be computed to the nearest quarter hour.
- C. No time shall accrue and no payment shall be made for any time a vehicle or piece of equipment is not performing its assigned task.
- D. Certificates of Insurance covering Workmen's Compensation must be submitted covering dates of contract. Workmen's Compensation is required as described below:
 - (1) All lessors of two (2) or more pieces of equipment must have Workmen's Compensations Insurance.
 - (2) When lessor offers but (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation is not required.
- E. The City of Newton shall be named as additional insured on all certificates of insurance. The Contractor shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or work called for under this contract, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to any injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
- F. Certificates of insurance for automobile liability coverage must be submitted showing coverage for the contract period as follows: (all vehicles must be listed on the Insurance Certificate).

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c., 149, s. 34 and c., 152 as amended Automobile Liability: (all vehicles, by description and MA registration number, must be listed on the insurance certificate).

Bodily Injury -	\$500,000.00 per person
	\$500,000.00 per accident
Property Damage -	\$100,000.00 per accident / \$300,000 aggregate
	(Such insurance must include coverage for hired or borrowed vehicles and non-ownership liability)
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General Liability: (including completed operation coverage).

\$500,000 per occurrence

\$500,000 per aggregate

The City of Newton shall be named as additional insured on the general liability policies.

PLEASE NOTE: REPAIR plates cannot be used for registration of vehicles used under this contract.

- G. U.S. Department of Transportation (DOT) regulations (Federal Register 49 CFR Part 382) regarding drug and alcohol abuse in the workplace must be complied with.
- H. No payment will be made until approved contracts are on file with the DPW and Comptroller of Accounts.
- I. It shall be the responsibility of the owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under existing state laws and regulations.
- J. It is the responsibility of the contractor to keep the insurance and registration of a vehicle current during the life span of the contract. Registration changes shall be reported to the Purchasing Department.
- K. All vehicles and equipment listed must be available at all times for both plowing and hauling unless specifically stated otherwise.
- L. The snow removal services solicited under this IFB are not subject to the procurement procedure requirements of the Uniform Procurement Act, M.G.L. c. 30B, §1(b)(17). While it is the intent of the City to conduct an advertised process, the only terms and conditions of the procurement are those set forth in this RFA and the terms of the statute shall apply only at the discretion of the City.

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this day of in the year Two Thousand and Twenty One by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF WORK. The Contractor shall furnish all labor, materials, equipment and perform all work required in strict accordance with the Contract Documents for the following project:

SIDEWALK SNOW PLOWING – ROUTES 1 & 6

- **II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:
 - a. This CITY-CONTRACTOR Agreement;
 - b. The City's Request for Bid #22-17 issued by the Purchasing Department, including the **Sidewalk Snow Plowing – Routes 1 & 6** Contract Terms And Specifications;
 - c. The Bidding Documents for **Sidewalk Snow Plowing Routes 1 & 6** including the Request for Bids, Attestation, Price Schedules, and all specifications, instructions, terms and conditions contained therein;
 - d. Addenda Number(s) ____;
 - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- **III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- **IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM. The contract term(s) shall extend from the date of contract execution through June 30, 2022. The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED. The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by the Commissioner of Public Works or his designee in accordance with the terms of this Contract. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION. The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He/she shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. ASSIGNMENT/SUB-CONTRACTING. The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- IX. TERMINATION. If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contract.
- X. **INSURANCE.** Certificates of insurance for automobile liability coverage must be submitted showing coverage for the contract period as follows: (all vehicles must be listed on the Insurance Certificate).

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended

Automobile Liability: (all vehicles, by description and MA registration number, must be listed on the insurance certificate).

Bodily Injury - \$500,000.00 per person \$500,000.00 per accident Property Damage - \$100,000.00 per accident / \$300,000 aggregate (Such insurance must include coverage for hired or borrowed vehicles and non-ownership liability) General Liability: (including completed operation coverage). \$500,000 per occurrence \$500,000 per aggregate

The City of Newton shall be named as additional insured on the general liability policies.

XI. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

- XII. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIII. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR	CITY OF NEWTON
By	By Chief Procurement Officer
Print Name	Chief Procurement Officer
Title	Date
Date	
Affix Corporate Seal Here	By Commissioner of Public Works
	Date
Certified that City funds are available in the	
following account: 0140123-527301	
	Approved as to Legal Form and Characte
The City shall only be obligated to	By
pay for work upon written orders issued by the City under the contract, each of which must have the certification of the Comptroller of Accounts that an appropriation is available therefore.	Date
	CONTRACT APPROVED
By Comptroller of Accounts	By Mayor or her designee
Comptroller of Accounts	Mayor or her designee
Date	Date

CERTIFICATE OF AUTHORITY - CORPORATE

1.	I hereby certify that I am the Clerk/Secretary of
	I hereby certify that I am the Clerk/Secretary of (insert full name of Corporation)
2.	corporation, and that
	corporation, and that (insert the name of officer who signed the contract and bonds.)
3.	is the duly elected
4	is the duly elected (insert the title of the officer in line 2)
4.	of said corporation, and that on
	(insert a date that is ON OR BEFORE the date the
	officer signed the <u>contract and bonds</u> .)
	at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that
5.	the
	(insert name from line 2) (insert title from line 3)
	of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.
6.	ATTEST: AFFIX CORPORATE
	(Signature of Clerk or Secretary)* SEAL HERE
7.	Name:
	(Please print or type name in line 6)*
8.	Date:
	(insert a date that is ON OR AFTER the date the
	officer signed the <u>contract and bonds</u> .)
	* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

FY22 SCHEDULE FOR COMPLETING SIDEWALK SNOW PLOWING – ROUTE 1 & 6 (TO BE SUBMITTED BY CONTRACTOR WITH ITS EXECUTED CONTRACT)

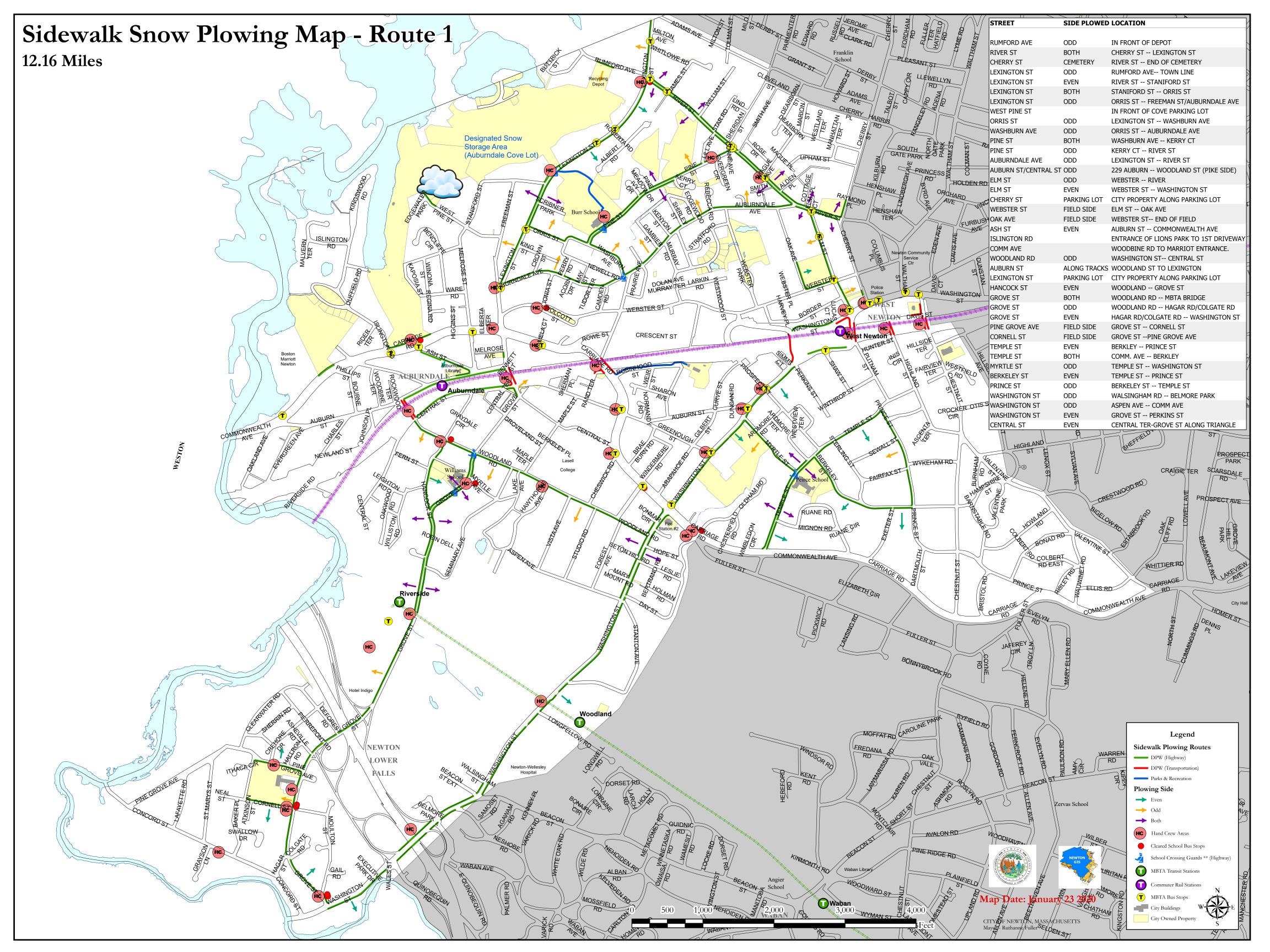
CONTRACTOR:	CONTRACT NO.
TELEPHONE NO:	ZONE(S):
CATEGORY:	

NO. 1 Manufacturer:	NO.3 Manufacturer:
Model / Type:	Model / Type:
GVWR:	GVWR:
No. of Wheels:	No. of Wheels:
4 Wheel Drive? (Yes or No):	4 Wheel Drive? (Yes or No):
Blade Size (feet):	Blade Size (feet):
Bucket/Dump Size (cubic yards):	Bucket/Dump Size (cubic yards):
City Plate No. (Provided by DPW):	City Plate No. (Provided by DPW):
VIN #:	VIN #:
Registration #:	Registration #:

NO. 2	NO. 4
Manufacturer:	Manufacturer:
Model / Type:	Model / Type:
GVWR:	GVWR:
No. of Wheels:	No. of Wheels:
4 Wheel Drive? (Yes or No):	4 Wheel Drive? (Yes or No):
Blade Size (feet):	Blade Size (feet):
Bucket/Dump Size (cubic yards):	Bucket/Dump Size (cubic yards):
City Plate No. (Provided by DPW):	City Plate No. (Provided by DPW):
VIN #:	VIN #:
Registration #:	Registration #:

SIDEWALK SNOW PLOWING – ROUTE 1 & 6

Sidewalk Snow Plowing Maps



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