

**INSTRUCTIONS TO BIDDERS  
LEBANON PUBLIC SCHOOLS  
SNOW & ICE CONTROL SERVICES 2017-2018**

The Lebanon Board of Education (LBOE) is soliciting bids from qualified contractors for complete snow and ice control services for the following three (3) schools within the Lebanon School District.

- Lyman Memorial High School, 917 Exeter Road (LMHS)
- Lebanon Middle School, 891 Exeter Road (LMS)
- Lebanon Elementary School, 479 Exeter Road (LES)

Contractor is responsible to provide supervision and coordination services and supply all labor, tools, equipment and incidentals to perform snow and ice control services at the above facilities in accordance with the following Scope of Work and Bid Specifications.

**BIDS**

Sealed Bids (one original and three copies) will be received at the Office of the Superintendent of Schools no later than 1 p.m. on October 4, 2017, 891 Exeter Road Lebanon CT 06249, at which time the bids will be opened and read aloud. Bids shall be in a sealed envelope clearly marked: **BID: LBOE SNOW & ICE CONTROL SERVICES** along with the name of the Bidder, date and time of bid opening in order to guard against premature opening of the Bid.

A **mandatory** pre-bid meeting will be held at Lyman Memorial High School, 917 Exeter Road, Lebanon, CT at **10:00 am on September 20, 2017**.

All bids must be submitted on the forms provided and must be regular in every aspect. No interlineations, ditto marks, excisions or special conditions shall be made or included in the Bid Form provided.

Bid submittals shall include the following:

- Bid Proposal
- Non-Collusion Affidavit
- Bidder's Qualifications Statement
- Commercial and/or municipal references (minimum of 3)
- List of Vehicles and Equipment to be used (make, model, year)

**LBOE** may consider as irregular any Bid on which there are any omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind and, at its option, may reject same. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given typed or printed in ink. If any price is omitted, the Bid may be rejected. The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or by a corporation, the proposal must be signed by an official

of the firm, partnership, or corporation authorized to sign contracts, and also must show the post office address of the firm, partnership or corporation.

### **ADDENDA AND INTERPRETATIONS**

Any request from a prospective Bidder for interpretation of meaning of Contract Drawings, Specifications or other Contract Documents shall be made to Kevin French, Facilities Director in writing at Lebanon Public Schools, 891 Exeter Road, Lebanon, CT 06249 or via email (kevin.french@lebanonct.org) no less than four (4) days prior to the bid opening. Responses to questions and inquiries will be provided to all plan holders no less than two days prior to the bid opening.

Interpretations will be made in the form of written Addenda to Contract Documents, which shall become a part of the Contract. Not later than two (2) days prior to date fixed for opening of proposals, Addenda will be e-mailed, faxed or delivered to all parties recorded as having obtained Contract Documents and attended the mandatory pre-bid meeting. It is the responsibility of the bidder to verify that all Addenda have been received and incorporated into the submitted bid. Failure of any Bidder to receive any such Addenda shall not relieve Bidder from any obligations under his proposal as submitted. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **SITE CONDITIONS**

All information in the contract Documents relating to existing conditions is from best sources available at present to the **LBOE**. All such information and drawings of existing construction are furnished only for the information and convenience of Bidders.

At the date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract; has satisfied himself as to actual conditions, requirements and quantities of work; has considered federal, state and local laws and regulations that may affect cost, progress, performance or furnishing the Work; and has read and become thoroughly familiar with Contract Documents including Contract Drawings, Specifications, Addenda, and documents referenced therein.

Lebanon Public Schools assumes no responsibility whatsoever with respect to ascertaining for the Contractor any facts concerning physical characteristics at the site of the project.

### **BIDDER'S QUALIFICATIONS**

The **LBOE** shall make such investigation as deemed necessary to determine the ability of the Bidder to discharge his Contract. After Bid opening, Bidder shall be prepared to furnish the Owner with all written evidence as may be required for this purpose (e.g., financial data, previous experience, and present commitments) within five (5) days after Owner requests such evidence. Each Bid must contain evidence of Bidder's qualification to do business in the State of Connecticut or covenant to obtain such qualification prior to award of the contract.

Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may

be rejected. A Bid may be rejected if the Bidder cannot show that he has the necessary capital and experience, and owns, controls, or can procure the necessary plant to commence and complete the work at the rate or time specified, and that he is not already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the work.

### **BACKGROUND CHECKS**

All vendors working in or on the property of the **LBOE** must have their employees submit to a state and national criminal history records check. Conviction of a crime is not an absolute bar to working in our schools. Rather, the Board will consider the following factors: (a) nature of the crime and its relationship to the job in question; (b) information concerning rehabilitation; and (c) the amount of time elapsed since the conviction or release from custody. Results must be submitted to The Superintendent of Schools prior to commencing work on-site.

### **INSURANCE REQUIREMENTS**

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Lebanon and Lebanon Public Schools as additional insured, must be submitted at the time of award.

A. Commercial General Liability\*

Limits of Liability: Each Occurrence \$1,000,000  
General Aggregate \$3,000,000

\*Includes coverage for: Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, Personal Injury, Premises-Operations.

B. Auto Liability - Combined Single Limit \$1,000,000

C. Excess/Umbrella Liability:

Each Occurrence \$3,000,000  
General Aggregate \$3,000,000

D. Owners Contractors Protective Liability (OCP) in the name of Town of Lebanon:

Each Occurrence \$1,000,000  
General Aggregate \$1,000,000

E. Worker's Compensation – Statutory

F. Lebanon Public Schools shall be listed as additional insured on Commercial General Liability policies.

- G. The contract of insurance shall provide for notice to the **LBOE** of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Lebanon and Lebanon Public Schools, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Lebanon and Lebanon Public Schools and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of Lebanon Public Schools and the Town of Lebanon, or any of their respective members, officers, employees, sub-committees of Lebanon Public Schools and the Town of Lebanon or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

#### **MODIFICATION**

Any Bidder may modify his Bid at any time prior to the scheduled closing time for receipt of Bids, by submitting an appropriate document duly executed in a manner that Bid must be executed and delivered to the place where Bids are to be submitted. After opening of Bids, no Bidder may withdraw his proposal for a period of sixty (60) days. Owner may, in its sole discretion, release any Bid prior to that date.

#### **REJECTION OF BIDS**

The **LBOE** reserves the right to reject any or all Bids, for any reason it deems advisable, and to award Contract or Contracts to any of the Bidders, regardless of amount of Bid.

#### **AWARD OF CONTRACTS**

If the Contract is awarded, The **LBOE** will give successful Bidder a Notice of Award within fifteen days after the day of Bid opening. The successful Bidder shall then execute and deliver, within ten (10) days after notification of the award, three (3) executed Agreements in the form provided by the **LBOE**.

#### **BID SECURITY**

Each Bid must be accompanied by a surety bond, certified or bank check, or a letter of credit, in the amount of 5% of the total of the Bid. Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned.

**BID SPECIFICATIONS  
LEBANON BOARD OF EDUCATION  
SNOW & ICE CONTROL SERVICES 2017-2018**

The **LBOE** is soliciting bids from qualified contractors for complete snow and ice control services for the following three (3) schools within the Lebanon School District (District).

- Lyman Memorial High School, 917 Exeter Road (LMHS)
- Lebanon Middle School, 891 Exeter Road (LMS)
- Lebanon Elementary School, 479 Exeter Road (LES)

Contractor is responsible to provide supervision and coordination services and supply all materials, labor, tools, equipment and incidentals to perform snow and ice control services at the above facilities in accordance with the following Scope of Work and Bid Specifications.

**SCOPE OF WORK**

The required work generally consists of snow and ice control on all driveways, parking lots, walkways and other areas specified in the documents for the Contract Season starting on October 24, 2017 and ending on April 15, 2018 (Site restoration to be completed by May 1, 2018).

1. **LBOE** shall provide a plan or sketch of each facility designating outdoor locations where equipment and materials will be stored during the Contract Season. Equipment and materials shall be stored in the designated location when not in operation. a. Note: Indoor storage for small equipment and hand tools will be provided at LMHS and LES.
2. Contractor shall perform a walk-through of each facility with a representative of the **LBOE** prior to the commencement services to assess and document the condition of driveways, parking areas, walkways, curbing, fencing, landscaping and surrounding areas.

3. Contractor shall construct and maintain one (1) temporary sand/salt storage bin at the LES in a location designated by the **LBOE** prior to a snow event requiring Town sand/salt. This storage bin shall be of adequate size to store 15 CY of sand/salt mix and shall be covered when not in use. Sand/Salt mix will be supplied and delivered to the temporary storage bin by the Town. Contractor shall request delivery of sand/salt mix with a minimum of 24 hours' notice. Following delivery by the Town, it is the Contractor's responsibility to manage the material stockpile, including consolidation, placing and anchoring the cover, loading trucks and other associated work.
4. Bags and/or pallets of ice melt materials will be provided by the **LBOE**. These materials will be stored indoors at the LES and LMHS. It is the responsibility of the Contractor to notify **LBOE** Facility Director when the stock is low and additional material will be needed.
5. Remove all snow and ice from driveways, parking areas, walkways and other designated areas in accordance with the following:
  - a. Snow and ice removal services shall commence during a snow or ice event (Event) once snow accumulation reaches a maximum depth of 2" or any detectable accumulation of ice, provided the event is occurring during the hours of 6:00 a.m. – 10:00 p.m. Monday through Friday and the hours of 8:00 a.m. -10:00 p.m. on Week-ends and Holidays.
  - b. All school sites shall be cleared and treated by 6:00 am on school days and as needed on non-school days. A schedule of events/activities will be provided to the contractor for ALL sites, it is the responsibility of the contractor to maintain all sites per item 5.a. for a period of one hour before, thru a period of one hour after all events/activities. All school sites shall be cleared and treated sufficiently for emergency response access regardless of activities.
  - c. Snow and ice removal services shall continue for the duration of an event so as not to allow accumulation of snow or ice beyond that described in 5.a.
  - d. Snow and ice removal services shall be performed at the request of the **LBOE** Superintendent's designee, or the Facility Director when conditions dictate additional work is required. This work may include, but is not limited to, surface treatment to address freeze/thaw situations, return visits to perform clearing and surface treatment when work is deemed unsatisfactory by the **LBOE** and clearing and surface treatment associated with drifting snow. This work shall be performed at no additional cost to the **LBOE**.
  - e. Designated bus parking areas shall be cleared and treated at the LES by 5:00 am Monday through Friday on School Days during the Contract Season. Safe access to the parking area shall also be provided by this time.
  - f. Any deviation from items 5.a. through 5.e. shall only occur with approval of the **LBOE Superintendent**, Facility Superintendent or designee. It is expected that co-ordination will occur between Contractor, Facility Director, to maximize safety and maintain emergency access while maintaining efficiency.

6. Snow and ice removal and storage shall be performed in accordance with the following:
  - a. The edges of driveways, parking areas, islands and other obstructions shall be demarcated with stakes or other markers prior to the commencement of snow removal activities.
  - b. Snow and ice shall be cleared from all driveways, parking areas, walkways, and mechanical intakes/exhausts, and shall be directed away from buildings and walkways so as not to obstruct safe access.
  - c. All doors, including emergency exit doors, shall be cleared of snow, ice and debris and properly treated per direction of the Fire Marshal. A plot plan will be provided to the Contractor depicting each doorway to be cleared.
  - d. Snow and ice shall not be stored against buildings, fences, generators, structures, mechanical intakes/exhausts, or on driveways, parking areas or walkways. Designated snow storage area(s) may be designated by the **LBOE**.
  - e. Snow is not to be deposited on adjoining properties or roads, or piled around light poles.
  
7. Treatment of driveways, parking areas and walkways shall be performed to provide maximum safety for vehicles and pedestrians accessing each facility. Treatment shall be performed in accordance with the following:
  - a. Each facility shall be inspected by the Contractor for the duration of an Event and to determine if icy or slippery conditions exist warranting the placement of sand/salt mix, ice melt or other materials. Placement shall be at the discretion of the Contractor or by request of the **LBOE**.
  - b. Following snow removal activities, all driveways, parking areas and walkways shall be treated per the following:
    - i. Driveways and parking areas shall be treated with a sand/salt mix supplied by the Town. Material shall be placed utilizing truck mounted mechanical spreaders. Mechanical spreaders shall be calibrated prior to the season to ensure a sufficient amount of material is applied with even ground coverage while minimizing waste.
    - ii. Walkways shall be treated with ice melt or similar materials provided by the **LBOE**. Ice melt shall be applied using a mechanical spreader, which has been calibrated to spread the material evenly at the manufacturer's suggested rate.
    - iii. Spot treat driveways, parking areas and walkways as required to address freeze/thaw situations or where localized slippery conditions exist.
  
8. Following the snow and ice removal season, each site shall be restored in accordance with the following:

- a. All equipment, tools and materials shall be removed.
  - b. Excess sand/salt mix will be removed from the temporary storage bin by the Town. The Contractor shall deconstruct and remove the bin.
  - c. Piles of sand, stones and debris shall be removed from all lawn areas and disposed of by the Contractor.
  - d. Curbing, pavement, walkways, fencing, guide rails, walls, lawns and landscaped areas damaged as a result of plowing shall be repaired.
  - e. All paved surfaces and sidewalks shall be swept using a mechanical sweeper. Sweeping debris shall be disposed of by the Contractor. Dust control, such as application of water, shall be used as necessary.
  - f. In order to minimize impact of school traffic, sweeping activities shall be performed on weekends or during the regularly scheduled April vacation. All other restoration activities shall be completed by May 1, 2018.
  - g. Contractor may sub-contract site restoration work. Prior to commencing site restoration activities and engaging a sub-contractor, Contractor shall submit a list of proposed sub-contractors for review and approval by the **LBOE**. Background checks will be required for approved sub-contractors.
11. The Contractor is responsible for the mobilization and demobilization of personnel, vehicles, equipment, tools, materials and other resources.



## **EQUIPMENT**

Contractor shall provide the **LBOE** with a list of all vehicles and equipment to be used at each location (year, make, model,). In addition, Contractor shall provide a list of all vehicles and equipment kept in reserve for backup purposes in the case of accident, failure, or extreme storm conditions. It is the sole responsibility of the Contractor to provide sufficient vehicles and equipment to complete the work, including maintenance, repairs, supplies, spares, fuel, lubrication and necessary service facilities.

All vehicles and equipment shall be owned by and registered to the Contractor, or leased directly to the Contractor with a minimum lease term covering the duration of the Contract. All equipment and vehicles shall be operated by employees of the Contractor. No hiring of outside vendors or sub-contractors shall be permitted by the **LBOE** for snow and ice control and treatment activities. Sub-contractors may be used for site restoration with prior approval by the **LBOE**.

Each vehicle must have a means of communication by radio, phone or pager in order to allow for communication with the operator at all times.

Equipment and vehicles are subject to inspection by the **LBOE** at any time prior to award or for the duration of the Contract.

## **ACCIDENTS AND DAMAGES**

In accordance with the Scope of Services, the Contractor shall perform a walk-through of each facility with a representative of the **LBOE** of Lebanon prior to the commencement services to assess and document existing conditions. Existing conditions will be reflected on a plot plan of each facility, which will be signed by both the Contractor and **LBOE**. It is the responsibility of the Contractor to repair any damages witnessed by the **LBOE** not reflected on the plot plan.

The Contractor shall immediately report all accidents involving injury or significant damage to the **LBOE**. Minor property damages, such as curbing, pavement, guard railing, fences and etc. shall be reported no more than 24 hours after the occurrence. Where the safety of vehicles or pedestrians has been jeopardized due to the damage, such as a storm grate or sidewalk, the area shall be properly blocked-off and repaired.

Damages to private vehicles shall be immediately reported to the Police Department.

Repair or replacement costs associated with accidents and/or damages resulting from snow and ice removal services are the sole responsibility of the Contractor.

## **PAYMENT PROCEDURES**

The Contract lump sum cost for Section A: Snow and Ice Control – Driveways and Parking Lots at LES, LMS, and LMHS; Section B: Snow and Ice Control –Walkways as listed in the

bid specs will be paid in five (5) equal installments beginning on or before December 1, 2017 and ending April 1, 2018.

The lump sum cost for Section C: Site Restoration shall be paid upon completion of all restoration activities to the satisfaction of the Town of Lebanon.

The Contractor shall submit applications for payment prior to processing and payment by the Town.

### **SERVICE CONTRACT REQUIREMENTS**

All Drivers and equipment operators must have a minimum of two (2) years' experience in this type of work. Bidder must submit at least three (3) current commercial or municipal 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 a day, seven (7) days a week. Communication from office to workers in the field must be maintained by cell phones, walkie-talkies, pagers, 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.

### **FAIR EMPLOYMENT PRACTICES**

The Lebanon Board of Education does not discriminate on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

The successful Contractor shall agree that he/she will not refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him/her in compensation or ill terms, conditions or privileges of employment.

### **SAFETY**

The Contractor shall perform all work in accordance with the latest governmental safety regulations including, but not limited to, the Department of Labor, Office of Safety and Health Administration regulations and suggested practices.

The Contractor's attention is brought to the fact that this work is being conducted on public land and sufficient measures must be taken to ensure the safety of the public during all snow and ice control activities. Any costs associated with safety measures shall be included in the cost of the project.

### **LAWS**

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All work shall be in conformance with any and all applicable laws of the Federal Government, State of Connecticut, and the Town of Lebanon relating to the Contract and are hereby included by reference.

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**BID PROPOSAL**

**PROJECT IDENTIFICATION:**

Snow & Ice Control Services 2016-2017

- Lyman Memorial High School, 917 Exeter Road (LMHS)
- Lebanon Middle School, 891 Exeter Road (LMS)
- Lebanon Elementary School, 479 Exeter Road (LES)

As well as for walkways/sidewalks/stairways/ramps throughout the district

**BID SUBMITTED TO:**

Office of the Superintendent of Schools  
Central office  
891 Exeter Road  
Lebanon, CT 06249

The Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with The **Lebanon Board of Education** in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of **LBOE's** Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged (List Addenda by Addendum Number and Date):

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2. Bidder has visited the sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work. Bidder is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of work.
3. Bidder has carefully studied all reports and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract Documents. Bidder acknowledges that Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Utilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs related thereto. Bidder does not consider that any additional examinations, investigations, studies or data are necessary for the determination of the Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
4. Bidder is aware of the general nature of Work to be performed by Town and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
5. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. Bidder has given the **LBOE** written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by the **LBOE** is acceptable, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the **LBOE**.
8. The **LBOE** reserves the right to waive any formalities in the bid.

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9. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**CONTRACT LUMP SUM – SNOW & ICE CONTROL**

Bidder will complete the Snow & Ice Control Work in accordance with the Contract Documents for the following price:

**BID TOTAL:** \$ \_\_\_\_\_

**SECTION A: Snow & Ice Control Driveways & Parking Lots at LES, LMS, and LMHS**

\$ \_\_\_\_\_  
*(in numbers)*

**SECTION B: Snow & Ice Control Pedestrian walkways and egress at LES, LMS, and LMHS**

\$ \_\_\_\_\_  
*(in numbers)*

**CONTRACT LUMP SUM – SITE RESTORATION**

Bidder will complete the Site Restoration Work in accordance with the Contract Documents for the following price:

**SECTION C: Site Restoration**

\$ \_\_\_\_\_  
*(In numbers)*

10. Bidder agrees that the Work will be completed and ready for final payment in accordance with the Contract Documents on or before the dates specified.

11. The following documents are attached to and made a part of this Bid:

Bid Security in the form of \_\_\_\_\_

12. Communications concerning this Bid shall be addressed to the address of Bidder below.

SUBMITTED on: \_\_\_\_\_, 2016.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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SEAL – if Bid is by a Corporation



**NON-COLLUSION AFFIDAVIT**

State of: \_\_\_\_\_ )  
\_\_\_\_\_ ) SS:

County of: \_\_\_\_\_); being first duly sworn, deposes and says that:

- 1.) He is the owner, partner, officer, representative or agent of the Bidder that has submitted the attached Bid:
  
- 2.) He is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
  
- 3.) Such Bid is genuine and is not a collusive or sham Bid:
  
- 4.) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Town of Lebanon or any person interested in the proposed Contract.
  
- 5.) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**BIDDER'S QUALIFICATION STATEMENT**

All bidders are required to complete this form properly and submit it with their proposal. Failure of a bidder to answer any question or provide required information in sufficient detail or providing incorrect or false information may result in bid rejection. *(Use a submittal sheet with this sheet as a cover page)*

1. State the exact organization name, address, telephone:
2. State the type of organization (Corporation, Partnership, Sole Proprietorship, Other):
3. State the number of years this organization has been in business under present name:
4. State the number of years this organization has been in business as a Snow & Ice Control Contractor:
5. If organization has not always been a Snow & Ice Control Contractor, list the trade(s) customarily performed prior:
6. If organization has not always been under present name, list all other names by which the organization has been known and associated length of time:
7. List all licenses (description and number) held by the organization:
8. Has the organization ever failed to complete a contract, or has any officer or partner of the organization ever been an officer or partner of another organization that failed to complete a contract (Yes/No)? If yes, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):
9. List all legal or administrative proceedings currently pending or concluded within the last five years which relate to procurement or performance of any public or private contract:
10. List all Occupational Safety and Health Act (OSHA) violations cited within the last five years:
11. List all present commitments or obligations that may delay timely performance of the Snow & Ice Control work:
12. List three (3) recent projects and associated references for similar projects performed demonstrating ability to complete job within the time required and within the established budget. Provide project name, address, original contract amount, final contract amount, date completed, owner & reference contact:

Name of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_