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**CONTRACTUAL TERMS AND CONDITIONS**

1. **Term:** The term of the Agreement shall commence on the date of when the bid (2021-06) will be awarded and expire at the close of the 2022-2023 snowplowing and removal season.
2. **Obligation and Responsibilities of the Contractor:**
  - a. The Contractor shall be responsible for providing sufficient equipment and qualified personnel to carry out all Contractor's obligations to the Bethel Public Schools District detailed in the Specifications and Scope of Work section. Contractor shall not deviate from these Specifications without prior written authorization of the District.
  - b. Contractor shall invoice for each day (clearing) work is completed in accordance with prices determined in the RFP.
  - c. Contractor must have the ability and equipment to complete each school by the times stated within the RFP. Heavy snowfall may require a bobcat, dump truck and/or a loader which is the responsibility of the contractor.
    - A list of equipment to be used in carrying out these obligations shall be included with the contractor's proposal.
    - Contractor shall be responsible for all maintenance and repair of all equipment.
  - d. Contractor shall ensure that all personnel have all necessary licenses, permits and qualifications to operate any equipment used in performing the obligations of Contractor under this Agreement.
    - Upon award, and during the term of the Agreement, Contractor shall supply the names and driver's license numbers of those employees likely to work on school district property. Contractor shall update this information with the District upon and changes.
    - The District reserves the right to deny individual employees for the contractor from working on school property.
    - Contractor shall provide phone numbers to the Supervisor of Facility and Security Operations, including contractor's main office and after-hours numbers, as well as cell numbers for plow trucks drivers assigned to the District.

- e. Contractor is responsible for damage incurred while plowing and/or removal. Damages will be noted and will be deducted from the next invoice after discovery.
  - f. Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations in performing Contractors' ordinances, rules and regulations in performing contractor's obligations under this Agreement.
  - g. Contractor shall provide the District with its taxpayer/ employer identification information on an IRS W-9 form.
  - h. Contractor shall provide the District with monthly invoicing for services which shall include:
    - Purchase order (PO) reference number
    - Location of services rendered
    - Dates of service rendered
    - Rate charge for service
    - Billing terms
3. **Independent Contractor**: It is intended by the Contractor and the District that the relationship created by this Agreement shall constitute the Contractor as an independent contractor of the District. Neither the Contractor nor any of the Contractor's employees shall be deemed an employee of the District for any purpose whatsoever. The Contractor shall be responsible for paying and/or withholding all federal, state, and local income, unemployment and social security taxes and assessments with respect to all of its employees.

**SPECIFICATION AND SCOPE OF WORK FOR SNOW PLOWING AND  
REMOVAL SERVICES**

- 1) The Snowplowing and Removal contract coverage period shall commence on the date of when the bid (2021-06) will be awarded and continue throughout the snowplowing season of 2022-2023.
- 2) Snowplowing and if needed, snow removal, will be performed on all parking lots and driveways located on the David W. Deaking, Educational Park. All roadways, driveways, and parking areas shall be free of hazard to all school personnel and students by 6:00 am each day at all campus schools.
- 3) Any snow accumulating ½” and 2” may require plowing, regardless of the time of day / night or day of week, to include holidays as frequent as necessary. Contractor shall contact the District’s Supervisor of Facility and Security Operations (or designee) on whether to plow or not.
- 4) Snow accumulations of 2” or more automatically necessitates plowing of all areas and locations.
- 5) The Supervisor of Facility and Security Operations is to be notified by 5:00am or earlier if the work will not be completed by 6:00am.
- 6) Contractor shall respond to emergency calls for plowing anytime during the school day. All snowplowing or snow removal activities will be the responsibility of the contractor and require the contractor to provide their own vehicles, snow removal equipment and shall be in good operating conditions and appropriately sized for the job. For example: Large, heavy and/or wide tracking equipment is not to be used on narrow sidewalks.
- 7) The contractor is responsible for providing sufficient number of certified drivers/operators to perform the snowplowing services. These drivers/operators must comply with all regulations and/or requirements for CDL licenses.
- 8) The Town of Bethel will not provide or sell fuel for any privately own snowplowing vehicles or equipment. Plowing Contractor is required to provide their own fuel to provide plowing services.
- 9) The plowing sequence is for parking lots to be done first with playgrounds to be done after all parking lots have been plowed.
- 10) When playgrounds are being plowed, all vehicles are to stop moving and engines are to be shut off if children are present. Plowing is not to occur while school is in session (7:30 am -3:30 pm) unless the contractor has

approval from the Supervisor of Facility and Security Operations or designee. There are no exceptions to these procedures.

- 11) Any damage to school personnel vehicles by plowing equipment is to be reported immediately; any associated repair costs are the responsibility of the contractor.
- 12) Under no circumstances are vehicles to be plowed in.
- 13) Any damage to school property, trees, lawns, car tops, fences, sign posts, lamp posts, playground equipment, flagpoles, etc., is to be reported to the school district on the same day it happens and repaired by the contractor as soon as possible, including driving and walking surfaces. Repairs to the lawn are to be done prior to the grass cutting season in the spring.
- 14) All parking areas and asphalt playground areas are to be widened out as soon as possible after main plowing is completed. Large piles of snow at the perimeters may be required to be pushed back but only after the ground is frozen and with approval from the Supervisor of Facility and Security Operations.
- 15) Snow should always be pushed away from the building and never against doors or stairwells. No snow is to be pushed against fencing, trash dumpsters or fire hydrants. Snow is not to be pushed onto non-school property or the road.
- 16) All prospective bidders should thoroughly inspect the site prior to submitting a bid. Once awarded, the successful bidder will meet with the Supervisor of Facility and Security Operations to discuss the specifics of each location.
- 17) A written survey of all pre-existing damage to playground equipment, flag poles, parking lot signage, walkways, etc., is to be done by the successful bidder prior to the commencement of the first snowfall. A copy of this survey is to be given to the Supervisor of Facility and Security Operations.
- 18) The contractor shall provide all needed contact numbers to Bethel Public Schools, Supervisor of Facility and Security Operations.
- 19) To obtain access to view the areas to be serviced, contact Mr. Robert Germinaro, 1-203-948-2139. Mandatory Site walk thru will be conducted on September 16, 2021 at 8:00AM and September 20th at 3:30PM. Meet at the Bethel High School Main Entrance located at 300 Whittlesey Dr, Bethel, CT 06801.