

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

REQUEST FOR PROPOSALS

Sealed Request for Proposals, **plainly marked RFP # 19-11 “Snow Plowing/Removal Services – City of Portsmouth Municipality and the Portsmouth School Department” on the outside of the mailing envelope as well as the sealed envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m., December 10, 2010.

The City of Portsmouth is soliciting Proposals from contractors who wish to provide snow removal services for the City of Portsmouth including its School Department properties.

If you would like to obtain a copy of the Request for Proposal you may call the Purchasing Coordinator at 603-610-7227, visit the Finance Department on the third floor at the above address, or visit our website at <http://www.cityofportsmouth.com/finance/purchasing.htm>. Addenda to this Request for Proposal document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading at least two (2) days prior to the proposal due date. Addenda and updates will NOT be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator at purchasing@cityofportsmouth.com.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

GENERAL SPECIFICATIONS FOR SNOW REMOVAL SERVICES
2010 – 2011 WINTER SEASON/SCHOOL YEAR

During the course of the winter season, the City of Portsmouth Municipality (hereinafter called the Municipality), and the Portsmouth School Department (hereinafter called the School Department) require snow removal services from private contractors.

The City intends to create a roster for the Municipal snow removal services to establish in advance the rate of compensation for such services. The School Department will contract with one company to provide services.

The snow removal services for the Municipality will be on an as needed basis to supplement the work performed by the Department of Public Works. The snow removal services for the School Department are more specific.

The following specifications are specific to each entity: Municipality and School Department. Each entity has specific requirements for snow removal.

Each portion of this RFP will be awarded separately. This proposal does not require any contractor to submit an "all-or-nothing" proposal.

MUNICIPALITY SPECIFICATIONS

Contractors placed on the roster will generally be ranked in order of rate per unit of hour for the equipment needed. The City reserves the right, however, to take into account responsiveness as well as past performance in determining which Contractor will be contacted first and given the opportunity to perform the work. The City will proceed down the roster as may be necessary to meet the needs of the City.

Contractors who are placed on the roster and who undertake the work will be required to perform services pursuant to the terms described in this Request for Proposal (RFP). By seeking proposals from contractors, the City does not represent that it will utilize the Contractor's services any guaranteed number of times over the course of the year.

The City of Portsmouth shall retain the right to remove any Contractor from the roster if Contractor fails to meet and maintain the terms described in this RFP or fails to perform work in a workman-like manner within the demands and time constraints established by the City for the service.

SCHOOL DEPARTMENT SPECIFICATIONS

The School Department has historically contracted with a single company with the capabilities, equipment, and crew capable of handling, at a minimum, snow removal for the four schools identified below. The School Department requires snow removal to be performed **expeditiously** between the hours of 3 p.m. and 6 a.m. It is **extremely important** that snow be removed from road, sidewalks, and parking areas in and around schools during the evening and early morning hours so that schools will be completely operational by 6 a.m.

Interested proposers must list amount, size, capacity, and price per hour (including operator) of equipment available for snow removal at the schools listed below. The School Department prefers to contract with a single firm that has the capabilities, equipment, and crew to handle all four schools and such additional work on an as-needed basis.

In the event of a storm during the hours of noon and 3 p.m., when snow removal is required for safe travel of students, the contractor will be required to provide equipment on an "on call" basis by an authorized school official. In addition, the School Department reserves the right to remove snow on snow storms of 4" or less, and also reserves the right to work along with the contractor during a major snow event. Contractor will agree to remain on an "on call" basis to supplement the School Department's efforts in this event.

Following is a list of four schools where snow removal will be required:

High School	50 Andrew Jarvis Drive
Middle School	155 Parrott Avenue
Dondero School	32 Van Buren Avenue
New Franklin School	1 Franklin Drive

The School Department will be responsible for plowing the following schools (but may require supplemental "on-call" assistance):

Little Harbour School	50 Clough Drive
Sherburne School	35 Sherburne Road

Contractors will be required to carry proper insurance to cover damages to school and privately owned property on the school grounds. The contractor will be responsible for any property damage at the schools (lawn, fencing, curbing, etc.) they are contracted to plow. All damage must be repaired or replaced within a reasonable amount of time or by the conclusion of the plowing season. The contractor will coordinate the time frame of this work with the Supervisor of Maintenance.

In addition, and at the request of the School Department, the contractor will be needed for (1) any loader work on an "on-call" basis and (2) supplemental work at Little Harbour, and Sherburne Schools. This work will be coordinated through the Maintenance Supervisor on per storm basis. Rates quoted shall apply for this supplemental "on-call" work, unless otherwise stipulated.

The School Department will be responsible for salting and/or sanding all of its schools. The School Department requires however that the contractor awarded the contract be available on an "on-call" basis for salt and sand. This additional work will be coordinated with the School Department Maintenance Supervisor on a per storm basis. Rates quoted shall apply for this supplemental "on-call" work, unless otherwise stipulated.

Each school site presents special challenges peculiar to that school; therefore, we request interested proposers to make on-site visits to discuss special conditions with the Supervisor of Maintenance, Ken Linchey. Arrangements may be made through Central Office (431-5080).

RATES

Contractor agrees that its rates for the Municipality and the Portsmouth School Department, as set forth in its Proposal will remain in effect through May 15, 2011.

Invoices for the Municipality:

Contractor shall invoice the City within 30 days of a completed service. The City shall make payment within 30 days of receipt of invoice. Invoices should be submitted to:
City of Portsmouth
Public Works Department
680 Peverly Hill Road
Portsmouth, NH 03801

Invoices for the School Department:

Contractor shall invoice the School Department within 30 days of a completed service. Invoices should be submitted to:
Mr. Ken Linchey, Supervisor of Maintenance
Portsmouth School Department
50 Clough Drive
Portsmouth, NH 03801

Insurance:

As part of the service contract, Contractor will be required to meet the Insurance Requirements included with this RFP.

Indemnification:

Contractor, by submitting a Proposal, agrees to indemnify the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's performance should such Contractor perform work for the City pursuant to this RFP. Contractor will defend at its own expense all such actions with counsel satisfactory to City and will satisfy any judgment rendered against City in such action.

Law:

New Hampshire law shall apply to any dispute arising out of this RFP.

PROCEDURE

Each portion of this RFP will be awarded separately. This proposal does not require any contractor to submit an "all-or-nothing" proposal.

Submittal Requirements:

Contractors must submit the following:

1. Proposal Form keeping in mind the following:
 - Rates per Unit per Hour quoted on the Proposal shall be valid until May 15, 2010. Proposal unit hourly pricing must be inclusive; that is, cost of equipment, all labor costs, overhead, etc. Unit refers to each piece of equipment with operator(s).
 - Please include with your proposal a list of equipment (make, model, size, number of units, etc.) that will be used for the City's snow removal operations.
2. **All drivers must be properly licensed operators.** The Contractor is responsible for updating operator information as necessary. The City reserves the right to verify this information at any time before contract award or any time throughout the duration of the contract. Any Contractor who fails to supply photocopies of the operator licenses if requested will be subject to disqualification.
3. Proof of Insurance as specified under "Insurance Requirements".

Equipment included in this quotation: Grader, Front End Loader, Ten Wheel Dump Truck, Bulldozer with 5 foot blade, Plow Trucks With and Without Wing Plows one ton and greater, one ton dump trucks, and any other equipment that may be helpful with snow removal operations.

Contractor may submit such additional information as it deems necessary or helpful to the City 's evaluation process.

Evaluation Criteria: Proposals will be evaluated using the following criteria:

1. Rates per unit per hour;
2. Contractor's past performance and reputation for timely, workman-like performance;
3. Contractor's willingness to commit to timely service; and
4. Ability to provide 24-hour emergency service;
5. Submission of all required information with proposal.

By submitting a proposal, the Contractor authorizes the City to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

Rejection/Disqualification: Proposals may be rejected:

- a) If the proposal is on a form other than that furnished by the Owner;
- b) If there are unauthorized additions, conditions or irregularities which may make the proposal incomplete, indefinite or ambiguous as to its meaning;
- c) If more than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- d) If there is evidence of collusion among bidders; or
- e) Failure to submit all required information.

Delivery of Proposals: When sent by mail, the sealed proposal shall be addressed to the City at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for proposals. Proposals received after the time for opening of the proposals will be returned to the proposer, unopened. Faxed proposals are NOT acceptable.

Withdrawal of Proposals: A proposal may be withdrawn unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposal.

Reservation of Rights: The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

After evaluation of the proposals, the City's roster of qualified contractors shall be available to the public.

GENERAL REQUIREMENTS
SNOW REMOVAL SERVICES

1. Contractor must ensure that all equipment used must be properly registered and inspected. The City reserves the right to verify this information.
2. Upon Notice of Acceptance, Contractor must provide phone numbers where employees can be reached. The inability to make contact with Contractor within a reasonable amount of time is cause for the City to use other Contractors on the roster.
3. For the Municipality, all snow removal operations, including the location and timing of disposal of snow, will be scheduled and directed by the Public Works Department.
4. For the School Department, any “on-call”, and supplemental work will be coordinated through the Maintenance Supervisor on a per storm bases.
5. All equipment must be equipped with a revolving or flashing amber light. Trucks hauling snow shall have side boards no higher than 9 FEET.
6. Subcontracting is not allowed.
7. The City shall have no obligation to engage the services of the Contractor for a specified number of times.
8. Contractor shall be knowledgeable and comply with all federal, state, and local laws, rules, regulations and ordinances that may be applicable to the operation of the equipment provided by Contractor for snow removal services.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage -- \$2,000,000
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$2,000,000
each occurrence and general aggregate

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

TYPES OF INSURANCE FOR CONTRACTOR

Purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be the amount of \$500,000 for each accident illness or disease or such other amount that may be required by the most current laws of the State of New Hampshire, whichever is greater.
- B) Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for:
 - 1) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private;
 - 2) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed;
 - 3) Contractual liabilities related to bodily injury and property damage.
- C) Automobile and Truck Liability covering bodily injury and property damage covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Service Contract. Written notice shall be given to the City of Portsmouth, NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

**CITY OF PORTSMOUTH
PORTSMOUTH, NEW HAMPSHIRE**

**MUNICIPALITY
PROPOSAL FORM**

The undersigned agrees that he/she has read the proposal documents including the General Specifications, Municipal Specifications, School Department Specifications, Rates, Procedure, General Requirements, and Insurance Requirements, and agrees to the terms and conditions set forth therein. Proposer specifically understands that the City reserves the right to contract with as many vendors as it deems necessary for the safe, efficient, and timely removal of snow.

Proposer further agrees that this proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Proposer agrees no officer, agent or employee of the Owner is directly or indirectly interested in this proposal.

HOURLY RATE FOR EQUIPMENT WITH OPERATOR, AS DESCRIBED IN SUBMITTAL REQUIREMENTS.

Proposal Rate:

Equipment Description*	Number of Units	Rate per Unit per Hour

*Equipment included in this quotation: Grader, Front End Loader, Ten Wheel Dump Truck, Bulldozer with 5 foot blade, Plow Trucks With and Without Wing Plows one ton and greater, and any other equipment that may be helpful with snow removal operations.

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PORTSMOUTH, NEW HAMPSHIRE**

**SCHOOL DEPARTMENT
PROPOSAL FORM**

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Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

E-Mail Address: _____