

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

REQUEST FOR PROPOSAL

Sealed Request for Proposals, **plainly marked RFP # 23-10 “Snow Removal Services” 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., November 18, 2009.

The City of Portsmouth is soliciting Proposals from contractors who wish to be placed on the City’s roster of providers for snow removal services.

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. Please continue below for the complete Request for Proposal.

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.

SCOPE OF WORK

During the course of the winter season, the Public Works Department requires snow removal services from private contractors to supplement the work performed by the Department. The City intends to create a roster of qualified Contractors willing to contract with the City of Portsmouth on an as needed basis during the course of the winter season and to establish in advance the rate of compensation for such services.

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.

Rates: Contractor agrees that its rates as set forth in its Proposal will remain in effect through May 15, 2010.

Invoice: Contractor shall invoice the City within 30 days of a completed service. The City shall make payment within 30 days of receipt of invoice.

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 or non-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

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, 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. All snow removal operations, including the location and timing of disposal of snow, will be scheduled and directed by the Public Works Department.
4. All equipment must be equipped with a revolving or flashing amber light. Trucks hauling snow shall have side boards no higher than 9 FEET.
5. Subcontracting is not allowed.
6. The City shall have no obligation to engage the services of the Contractor for a specified number of times.
7. 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.

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _

Date: _

Company: _

Address: _

City/State/Zip: _

Telephone: _

Fax: _

E-Mail Address: _____