

# Town of Seabrook, New Hampshire Police Department



### **REQUEST FOR PROPOSAL # B2023-PD-004**

Qualified contractors are invited to submit a sealed written proposal for Snow Removal and Salt Application services for the Seabrook Police Department in agreement with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully before submitting a proposal.

Three (3) copies of the Proposal must be submitted in a sealed envelope plainly marked:

RFP# B2023-PD-004 Snow Removal Services Town of Seabrook C/o Shaylia Wood Chief Procurement Officer 99 Lafayette Road Seabrook, NH 03874

All proposals/bids must be received by December 14th, 2023, at 2:00 pm EST and will be opened publicly at such time.



### **PURPOSE OF PROPOSAL**

The Town of Seabrook, NH, is soliciting proposals for plowing/shoveling snow and applying salt/sand to the Seabrook Police Station parking lots, driveway and sidewalks. Proposals shall be based on a flat monthly cost, including December through March, with a maximum of 65 inches for the season. Snowfall amounts will be verified with the National Weather Service.

### PROJECT DESCRIPTION

The Town of Seabrook will select a contractor to perform snow removal and salt application for the winter. A plowable storm shall be any accumulation over 2". The work performed by the contractor shall be in a workman-like professional manner, in accordance with generally accepted industry principles and practices.

Bidders shall be fully qualified with at least three (3) years of experience. Bidders shall submit a statement of qualifications with their bid form. Each proposal must include a list of at least three current references for whom comparable work has been performed. This list shall include the company name, person to contact, address, and telephone number. Preferred references include other local government agencies.

### **SCOPE OF WORK**

This Proposal shall include the following services to be performed by the successful contractor but are not necessarily all-encompassing:

- 1. Work: The contractor shall provide labor, fuel, and equipment to provide winter maintenance services, including snowplowing, shoveling, and snow blowing, as well as the application of deicing and traction materials for the Seabrook Police Department between about December 15<sup>th</sup>, 2023 (Prorated to when contracted is signed), and March 31<sup>st</sup>, 2024. An extension of the contract can be granted if the parties agree.
- **2. Services:** It is the responsibility of the contractor to adhere to and comply with all Federal, State, and local laws, regulations, and codes as well as to all standards and practices relating to the work being performed or services delivered. In addition, it is the contractor's responsibility to procure and keep in effect any and all licenses, permits, notifications, or other regulatory requirements relating to the work to be performed or the services delivered.
  - Staking Before any snow plowing and removal, the Contractor(s) shall familiarize themselves with and mark the locations of all in-ground obstructions to eliminate potential damage. Any damage caused by Contractor's operations shall be repaired immediately at the Contractor's expense. Marking instruments will be maintained during the season and removed by April 15<sup>th</sup>.



- Plowing- Plowing will begin when there is a minimum of 2" of accumulation. Snow removal is required in the front and rear parking lots, and driveways. Access to Liberty Lane must be maintained. Keep all fire hydrants accessible at all times. All roadways must be passable by 6:30 am. Full clean-up will begin within 6 hours of the storm's completion. 1" of ice equals 12" of snow in yearly accumulation totals towards 65".
- Walkways Clear all walks and foot passages to full width by shovel or snow blower and maintain safe passage during snow and ice accumulation. Full clean-up will begin after the storm's passing.
- De-icing Application Ice melt and salt will be used as needed during storm conditions. The
  Town reserves the right to request more salt as needed. Salt application shall be performed
  for accumulations less than 2". Place sand barrels at locations to be determined and
  maintained throughout the season. Sand/salt roadways as necessary to ensure safe passage.

  Absolutely no rock salt will be used near brick walls and concrete or close to any plant
  material.
- **3.** Equipment: Bids should include detailed descriptions of equipment that will be used for snow removal and salt application.

### PERFORMANCE REQUIREMENTS

The Contractor will perform all tasks that meet the expectations of the Town. All work must comply with all Federal, State, and Local laws, ordinances, rules, and regulations. Snow removal and sand/salt application will be done in a timely manner.

The Deputy Police Chief reserves the right to perform random and periodic inspections at any time to ascertain the contractor's compliance with the work. Any deficiencies found during the performance of work will be the responsibility of the Contractor and shall be corrected at the time of notice. There will be no cost to the Town for any re-works/corrections. Upon failure of the Contractor to correct work, The Town shall withhold any amount necessary for the correction of work from payments due, to correct the deficiencies.

The Deputy Police Chief or designee may also contact the Contractor(s) to inform them whenever their services are needed. The Contractor(s) shall be expected to have their personnel, vehicles, and equipment deployed in Seabrook in 60 minutes or less from the time of contact. Inadequate response time shall be grounds for termination of the contract.

### **PROPOSAL TERMS**

The Town of Seabrook reserves the right to accept or reject any and all proposals in whole or in part received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, and the contractor's qualifications and capabilities to provide a particular service. The Town reserves the right to consider proposals for modifications at any time before a contract is awarded, and negotiations would be undertaken with the contractor whose Proposal is



deemed to meet the Town's specifications and needs best. There will be no reimbursement to any candidate if the selection process is terminated. The Town of Seabrook reserves the right to waive defects and informalities of the proposals.

All bids must be received by December 14th, 2023, at 2:00 pm EST. The submittal package shall include three (3) copies of the Proposal. No telephone, email, or facsimile proposals will be accepted. All submissions received after the deadline will not be accepted and will be returned unopened.

### **INSURANCE REQUIREMENTS**

The successful bidder shall carry any and all insurance that will protect the Town of Seabrook and its officials, agents, employees, and volunteers from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation, and attorney's fees.

Worker's Compensation Insurance as required under New Hampshire law for all employees engaged in the work hereunder and shall provide a certificate to the Town indicating such insurance coverage before engaging in any work hereunder.

The successful bidder shall also carry the following types of insurance with the Town named as an additional insured under each. The limits shall be at least \$1 million on account of any one person or accident and \$1 million on account of any additional person or accident.

Public Liability Insurance, Property Damage Insurance, Bodily Injury Insurance, Property
Damage Insurance covering the operation of vehicles or equipment, bodily Injury Insurance
covering the operation of vehicles or equipment, and Non-Ownership Automobile Liability
Insurance.

#### SUB-CONTRACTING

No portion of the work may be subcontracted or sub-leased by the successful bidder without the consent of the Town of Seabrook. Any approval to sub-lease or sub-contract any portion of the work requires any sub-contractor or sub-leaser to provide the same insurance certificates as required of the successful bidder.

### **PAYMENT FOR SERVICES**

Invoices from the successful bidder will be paid in full within thirty (30) days of the receipt thereof. Payments will be processed only for actual work accomplished to the invoice date, and the Town reserves the right to examine the work to ensure that it is sufficiently complete to tender payment.

Invoicing instructions: All invoices shall include the following information:

- 1. Company name
- 2. Date work was completed
- 3. Brief description of services rendered



### **INTENTION TO BID / ADDENDA**

Bidders who want to participate in the RFP are urged to submit an Intention to Bid form to receive addendums and possibly additional information. Intention to Bid forms can be found on the town website at <a href="https://www.Seabrooknh.info/procurement">www.Seabrooknh.info/procurement</a>. Completed Intention to Bid forms and questions may be emailed to the Chief Procurement Officer at <a href="mailto:Swood@seabrooknh.org">Swood@seabrooknh.org</a>.

All questions shall be submitted in writing to only the Chief Procurement Officer at the above address by December 7th, 2023, at 2:00 pm EST. The Chief Procurement Officer will then forward the question and the Town's response to all prospective bidders. If it becomes necessary to revise any part of the RFP, addenda will be provided by email and on the Town website at <a href="https://www.Seabrooknh.info/procurement">www.Seabrooknh.info/procurement</a>. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, original proposals with amendments must be submitted before the date and time specified.

#### WITHDRAWAL OF BID PROPOSAL

A bidder will be permitted to withdraw his/her Proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

### **CONSIDERATION OF PROPOSALS**

Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In the case of a discrepancy between prices written in words and those written in figures, the prices written in words shall govern. In the event of a discrepancy between the total shown in the Proposal and that obtained by adding the products of the quantities of items and bid prices, the latter shall govern.

### AWARD OF CONTRACT

The successful bidder will be notified by mail to the address on their Proposal that their bid has been accepted and that they have been awarded the contract.

### **CANCELLATION OF AWARD**

The Town reserves the right to cancel any contract award at any time before the execution of such contract by all parties without any liability against the Town. The Town may terminate the Contract at any time, by giving thirty (30) days' written notice.

#### **EXTRAS**

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Town Manager has ordered the same, in writing.

\*The Town of Seabrook is a Tax-Exempt Organization.



### **BID SUBMISSIONS**

<u>Proposal Preparations:</u> In order to facilitate the evaluation of the proposals, the proposer is instructed to be concise and to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered invalid proposals. Additional detailed information may be annexed to the proposal.

<u>Format Proposal:</u> Proposers are instructed to be concise, and proposals should include, in order, the following:

- 1. Letter of Transmittal.
- 2. Executive Summary to include understanding of relevant services the bidder can provide.
- 3. Brief organizational profile, including background and experience of the contractor.
- 4. Previous work summaries, including reference contact information for a minimum of three (3) contracts (jobs), which are similar in scope to the services described herein.
- 5. Billing rate for services on a per-hour basis for each type of equipment after the 65" maximum is reached. Example-
  - \$... per hour for a 1-ton truck w/plow and sander
  - \$... per hour for a 5-ton truck w/plow and sander
  - \$... per hour for bucket loader
- 6. Contract rate for flat monthly price for the winter season, itemizing separate costs. Please provide hourly rates for additional salt application requests.

Bids must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

"The undersigned certifies under 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 section, the word "person" means any natural person, joint venture, partnership, corporation, or other business or legal entity."

(Authorized Signature)
(Date)
(Company) & (Title)



### **CONTRACT TERMS**

The Town of Seabrook will negotiate contract terms upon selection. All contracts are subject to review by the Town of Seabrook legal counsel and will be awarded upon signing of a commitment or contract, which outlines terms, scope, budget, and other necessary items.

### **TIMELINE**

Dec 7th, 2023	Question submissions due by 2pm Submitted to <u>Swood@seabrooknh.org</u>
Dec 8th, 2023	Addenda and question responses will be posted by the end of the day.
Dec 14th, 2023	Submissions due at Seabrook Town Hall; 2 pm Proposals will be opened publicly immediately after in the Selectmen's Meeting Room.

Approved by:

William M. Manzi III

11/27/23