

Proposal Specifications

1. Description of Work

It is the intention of this request for proposals and specifications to describe the service required for snowplowing and ice control on 45.53 miles of Orrock Township, MN roads.

The Township is accepting proposals to provide snow plow and salting services for a three (3) year period covering the 2014-2015 through the 2017-2018 winter seasons with the option of extending to a five (5) year contracting ending in the 2019-2020 winter season.

2. Scope and General Requirements

The Township recognizes that the plowing and salting is dependent upon the weather and as such, the following are general requirements of the Township in terms of service to be provided, which the Bidder shall confirm its ability and willingness to comply with in its proposal:

- It is preferred that the successful Bidder be located locally.
- The successful Bidder shall plow all roads when snow depth reaches two (2) inches or greater; provided, however, that the Township reserves the right to change the depth of snow requiring plowing.
- The successful Bidder shall apply salt only when it is effective and salt applications should not be applied in lieu of plowing.
- The successful Bidder shall provide the number of employees necessary to complete the required work in a timely and efficient manner during all snow events.
- The successful Bidder shall have sufficient and fully operational equipment to ensure that the services required under the contract can be consistently maintained throughout the winter season and shall attach a list thoroughly describing such equipment and the location at which it is stored as part of the bid proposal.
- The successful bidder will be solely responsible for all fuel, blades, equipment, labor, insurance and repairs, and unit prices will be inclusive of all costs and expenses associated with providing the services and complying with the contract.
- All employees must be appropriately licensed and/or registered by or with the State of Minnesota, where required by law.
- All equipment must be validly registered and/or licensed by or with the State of Minnesota, where required by law, and clearly identified with the company identification markings.
- The successful Bidder shall not assign the contract or any of its responsibilities under it without the consent of the Township.
- The successful Bidder shall provide monthly invoices that itemize the work performed by date and detailing hours, equipment and employees used. A proposed time sheet that will be used to track hours, employees and equipment must be submitted with the bid.

3. REQUEST FOR COSTS FOR SERVICES

- The Bidder shall provide individual pricing for snow plowing and salting service options as follows:
 - ❖ **Option 1:** Fixed price for each snow event including plowing and salting services for the 3 year period including the 2014-2015 through 2107-2018 seasons with the minimum equipment as specified including 3 dump trucks and 1 pickup plow.
 - ❖ **Option 2:** Fixed price for each snow event including plowing and salting services for the 3 year period including the 2014-2015 through 2107-2018 seasons with the minimum equipment as specified including 3 dump trucks and 1 pickup plow.
 - ❖ **Hourly Services:** Fixed hourly price for each piece of equipment including operator for snow plowing and sand/salt applications when so ordered by the Township.

4. RESPONSE TIME

The successful Bidder is required to know when to respond to snow events and determine whether conditions warrant snow plowing and/or salting services to ensure safe driving conditions during peak travel times.

In the case of major snow accumulation, the successful Bidder will provide on-going services after the storm to make sure that all of the subject roads are cleared of snow.

5. SNOW PLOWING AND SALTING EQUIPMENT

Minimum Equipment Requirements

1. Two (2) dump trucks with plow, wing and salt spreader.
2. One (1) dump truck with plow, wing, salt spreader and belly plow.
3. One (1) 1-Ton trucks with plow.

The Bidder shall provide a complete list of all equipment, and trucks including size, age, miles or number of hours that will be used for performance of the work proposed in its bid, and the location where each piece of such equipment is and will be stored during the term of the contract.

The contractor may also propose additional plowing equipment

It is the intent of the Township that all snow emergency routes be plowed within 8 hours following a plowable snow.

6. INSURANCE

The successful Bidder shall procure and maintain at its own expense during the term of the contract and supply proof of the following insurance coverage:

- Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- Owners Contractors Protective Liability Insurance with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. The Charter Township of Independence shall be “Named Insured” on said coverage.
- Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability not less than \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all non-owned, and all hired vehicles.
- Workers’ Compensation Insurance, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Minnesota.

The successful Bidder shall not commence work under the contract until it has obtained and provided the Township with proof of the insurance required hereunder in a manner acceptable to the Township. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Minnesota. All coverage shall be with carriers acceptable to the Township of Orrock.

On Commercial General Liability and Motor Vehicle Liability Insurance coverage, the following language must be stated: the Township of Orrock, Minnesota, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the Township and within appointment of its operating budget including the Charter Township of Independence are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the Charter Township of Independence. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

Workers’ Compensation, Commercial General Liability, Owners Contractors Protective Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating sixty (60) days advance written notice of cancellation or non-renewal shall be sent to the Township Supervisor / Superintendent.

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Prior to execution of a contract with the Township, the successful Bidder shall provide the Township with certificates of insurance and/or policies for the required coverage's in a form acceptable to the Township.

7. CARE AND DILIGENCE

The services to be rendered by the successful Bidder shall be performed in a safe, competent and efficient manner. The successful Bidder shall be responsible for the repair of any lawns, landscaping, mailboxes, driveways or other property damaged during plowing. The repairs of lawns, landscaping, driveways and other property damage, except for mailboxes, shall be completed on or before May 1. Damaged mail boxes must be temporarily set up within 24 hours of the occurrence of damage in order to receive mail and must be permanently repaired on or before May 1, following the plowing season. The Township may, in its discretion, withhold payments due after March 1, as security for the completion of the repairs required under this paragraph.

The successful Bidder also agrees that any consumption before or during working hours or driving or working under the influence of alcohol or controlled substances by its employees is strictly forbidden and shall constitute grounds for contract termination.

8. CONTACT PERSON

The successful Bidder shall provide, in writing, the name of a contact person (employee or subcontractor), a phone number and an emergency number that the Township shall use for the disposition of problems.

9. CONTRACT TERMINATION

The Township shall reserve the right to terminate the contract upon thirty (30) days written notice due to poor performance or for any reason deemed to be in its best interest. The Township will be solely responsible for determining acceptable performance levels. The Township reserves the right to re-award or re-bid the contract in whatever manner is deemed to be in its best interest.

10. BIDDER'S QUALIFICATIONS

- A. The Bidder must confirm that it has a minimum of five (5) years of experience in snow removal and salting.
- B. The Bidder must submit a list of at least five (5) references, preferably at least 3 townships or City's and/or a large plaza or mall for which it has performed similar services. The list must include the referring organization's name, contact person's name and title, telephone number, email (if available) and length of service provided to reference.
- C. The bidder shall provide a list of other current contracts for the season and indicate which equipment will be used for other contracts.
- D. List of equipment including size, age, number of miles or hours.
- E. List of employees with number of years of experience.

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F. Invoicing and record keeping procedures for hour services and salt applications.

In addition to the information required above the bidder is requested to provide alternatives to the 3 emergency zones as identified on the attached figure that will either lower costs and/or improve service. Additional points will be awarded for providing plowing solutions the board deems acceptable.

11. TAXES

The successful Bidder shall be responsible for timely and fully paying all applicable federal, state and local income, business, property, payroll, unemployment, sales and other taxes, assessments and levies, and shall hold harmless and indemnify the Township against any liability for same.

12. COMPLIANCE WITH LAW AND REGULATIONS

The successful Bidder must comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

13. INDEPENDENT CONTRACTOR

The successful Bidder shall be considered to be an independent contractor and not an employee or agent of the Township.

14. SUBCONTRACT OR ASSIGNMENT

The successful Bidder may not subcontract, assign or delegate services or responsibilities under this contract without the Township's advance written consent.

15. EXCEPTIONS:

Where an exception to any specification is taken, such exception shall be clearly indicated and fully explained by the Bidder.

16. PROPOSAL EVALUATION

The Township will evaluate proposals based on equipment and cost of services. The Township reserves the right to select the contractor who they feel will best serve the needs of the Township

The Township Board will select a minimum of 2 qualified contractors to invite for interviews at the August 27th board meeting. The final selection will be based on the interview with the board and not the point ranking system. The township reserves the right to reject any proposal based on this interview.

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The Township also reserves the right to negotiate with the 2 qualified contractors with regards to number of trucks and cost associated for providing additional equipment and drivers above the minimum requirements.

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REFERENCES

Please list the clients for which your company has provided similar services.

1.	Client: _____	Phone #: _____
	Address: _____	
	Contact Name: _____	Yrs of Service: _____
	E-mail Contact: _____	
2.	Client: _____	Phone #: _____
	Address: _____	
	Contact Name: _____	Yrs of Service: _____
	E-mail Contact: _____	
3.	Client: _____	Phone #: _____
	Address: _____	
	Contact Name: _____	Yrs of Service: _____
	E-mail Contact: _____	
4.	Client: _____	Phone #: _____
	Address: _____	
	Contact Name: _____	Yrs of Service: _____
	E-mail Contact: _____	
5.	Client: _____	Phone #: _____
	Address: _____	
	Contact Name: _____	Yrs of Service: _____
	E-mail Contact: _____	

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PROPOSAL FOR SERVICES

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warrants to the Township the following items:

1. The Bidder has examined and fully understands the instructions to bidders, bid specifications, and all other documents and addendums that have been supplied as part of the Township's request for proposals pertaining to the Orrock Township Snow Removal and salting proposal.
2. The Bidder acknowledges that they are an independent contractor and no employee of the successful Bidder shall represent or act as an agent of the Township.
3. The Bidder has examined the streets and has become familiar with conditions surrounding the snow plowing and salting requirements.
4. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of fuel, equipment, labor, insurance, repairs costs and all other costs and expenses that are or may be associated or incurred by the Bidder in connection with performing the services as required.
5. The work will be performed in accordance with all elements set forth in this proposal.
6. This proposal is made in good faith and without fraud or collusion.
7. This bid is based solely upon the Bidder's own independent experience and business judgment.
8. The Bidder acknowledges and agrees that the instructions to bidders, bid specifications, and all other documents and addendums that have been or will be supplied as part of the Township's request for proposals pertaining to the Orrock Township Snow Removal and Salting Proposal shall be considered an integral part of this bid proposal and will be made part of the contract that Bidder hereby agrees to enter into with the Township if awarded this project.

9. The costs to provide snow plowing and salting shall be as follows:

DESCRIPTION:	COSTS:
Option 1: Fixed Pricing for 3 Season Plowing and Salting (2014-2018) Cost/snowfall	\$
Option 2: Fixed Pricing for 5 Seasons Plowing and Salting (2014-2020) Cost/snowfall	\$

10. The hourly costs to provide snow removal services and truck hauling at the direction of the Township. All costs shall include operator.

1. Dump Truck and Driver\$ _____ per hour
2. Pickup Plow and Driver.....\$ _____ per hour

Date: _____
 Company Name: _____
 Address: _____
 Phone #: _____

Authorized Signature: _____

 Printed Name and Title

CHECK LIST FOR BIDDERS

- List of snow removal and salting equipment and location where equipment is stored
- List of current clients that similar service is being provided to
- Description of any exceptions to the specifications
- Proposal with authorized signature
- Name, all phone numbers and email address of contact person

