



Town of Sanbornton
Office of the Department of Highways
P.O. Box 124
Sanbornton, New Hampshire 03269
603-286-8252
www.sanborntonnh.org

Request for Proposal

2019-2022 Winter Plowing

5-ton Plow truck

I. General Information:

- A. The Town of Sanbornton New Hampshire is accepting sealed price proposals for Winter Plowing. Price Proposal specification for the Town and a general Proposal may be obtained at the Sanbornton Town Office, 573 Sanborn Road, in the Town Square
- B. Proposals shall be mailed or hand delivered to the Town of Sanbornton, Attn: Selectmen's Office, P.O. Box 124 Sanbornton, NH 03269 in a **sealed envelope clearly marked "Winter Plowing 5-ton"** Bids must be received no later than **Monday, October 7, 2019** with an opening date "to be determined".
- C. **Faxed or Emailed bids WILL NOT be accepted.**

II. Minimum Specifications:

- A. **Provision of Labor, Tools, and Equipment:** The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with the program of plowing roads.

Equipment: The Contractor is responsible for providing, maintaining and transporting all necessary equipment and fuel for use in connection with this Proposal. all other tools and supplies necessary for performing work required by this Proposal will be Provided by the Contractor.

Minimum Equipment Requirement: Six wheeled truck with 11' Plow and wing, 6-yard Spreader, Amber Strobe lights visible 360 degrees

NOTE: The Town will provide replacement blades and shoes only

Personnel: The Contractor's personnel shall at all times, be present and all work shall be performed and all complaints handled with due regard to public relations with the taxpayers of the Town of Sanbornton. The Town and the Contractor will each promptly notify the other in the event of any complaints, accidents or other issues that may arise during the period if awarded contract. The Contractor is required to abide by all provisions of the Fair Labor Standards Act. The Contractor shall provide a statement that their firm is an Equal Opportunity Employer and is in compliance

with the Americans with Disabilities Act.

Supervision, Consultation and Reporting: The Contractor and the Town mutually agree to understand work priorities, maintenance methods and management techniques. If necessary, an authorized Town employee may accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All services provided shall be performed under the guidance of each Highway Agent or designee for the specific projects and is subject to final approval by the Town.

The Contractor will coordinate with the Town's DPW Director regarding the details of the Proposal; including scheduling and performance of the road and the work, and will provide reports of work performed.

- ❖ **Description of Work:** The Contractor agrees to Plowing certain areas designated in Sanbornton. During heavy snow events, possibly snow squalls, or other winter operations as needed the Highway Department has a hired pick-truck on-call to help plow only these gravel roads. The roads that are plowed by this hired truck have to be widened and sanded A.S.A.P. after every storm, they are as follows:
Bay, Lower Bay, Warrens Barn, Leighton Estates, Leavett, Ellis Farm, Skyline, Collieson, Grey, and Blackbrook Roads. Pavement 8.2 miles/ Upper Smith, Cogswell, Dr. True, Maple Cir, Roxbury, Kaulback, Lower Bay Roads Gravel 4.2 miles Total miles of 12.4

The services to be performed by the Contractor for this Proposal are as follows:

Reporting of Damage: Any vandalism or storm damage to the areas or to any of the trees, bushes or objects located in the road areas must be reported as soon as possible by the Contractor to the appropriate Highway Director.

Work Schedule: The services performed by the Contractor as described shall begin at the Town's request. Once awarded, each area shall be completed subject to the provisions of the Proposal. All service areas shall be maintained at the frequency rate. The Contractor will be called in for all major storms, and other weather-related events to assist the Highway Department.

Changes in Service Area: The Town reserves the right to add or drop areas and regulate the number of roads being worked during the contract period.

Obstruction of Roads and Right of Ways: The Contractor shall arrange to keep sidewalks open for traffic whenever possible and will block portions of roads only when deemed necessary to protect private property. The Contractor is responsible to remove all surplus material and debris from the roads as work progresses in order that the public will have adequate use of the affected roads.

Hours of Service: On-call as needed. The Contractor will be called in for all major storms, most minor storms, and other weather-related events to assist the Highway Department.

Accident Prevention: The Contractor shall exercise precaution at all times for the

protection of persons, animals and property. Safety provisions shall be strictly observed. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property in the Town.

A. **Payments to Other Parties:** The Contractor shall not obligate the Town to make any payments to another party, nor make any promises or representations to another party for, or on behalf of the Town.

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C. **Insurance:** The Contractor agrees to furnish and maintain during the period if the awarded contract, at its own cost, policies or insurance to the Town of Sanbornton as follows:

1. The Town shall require all contractors, subcontractors and persons other than Town Officials who perform services to the Town to maintain insurance coverage's in accordance with the following minimum amounts. Prior to start of any work, the Town must be furnished with an insurance certificate as proof that coverages are in place. Certificates shall be placed on file with the Finance Office. NOTE: Nothing in this Section shall be deemed to prohibit a Governing Body from requiring coverage amounts at a higher level, or imposing additional types of coverage as may be desired.

(a) General Liability	\$ 1,000,000.00
(b) Property Damage	\$ 500,000.00
(c) Personal Injury	\$ 500,000.00
(d) Automobile Liability	\$ 250,000.00
(e) Worker's Compensation	\$ 250,000.00

2. **A Certificate of insurance must be submitted with the sealed price proposal documents.**

3. The Contractor agrees to indemnify and hold harmless the Town of Sanbornton against any and all liability, claims and cost of whatsoever kind and nature for injury to any person or persons and for loss or damage to any property occurring in connection with or in any way connected to or arising out of the occupancy, use, service operations or performance of work in connection with this contract. The Town of Sanbornton shall be named as an additional insured.

- D. Payment for Services:** The Contractor shall submit an invoice to the Town that will indicate completion. The Contractor will receive payment within thirty (30) days from date of invoice, provided all work has been satisfactorily completed.
- E. Liquidated Damages:** If the Contractor fails to perform the work in the manner specified by this agreement, the Town reserves the option to assess the Contractor daily for non-performance.
- F. Liquidated Damages:** If the Contractor fails to perform the work in the manner specified by this agreement, the Town reserves the option to assess the Contractor daily for non-performance.
1. The Town will notify the Contractor of non-performance under this Agreement and will allow the Contractor (24) twenty-four hours to take corrective action.
 2. If corrective action is not taken, the Town will notify the Contractor in writing of termination of this Agreement and will assess the Contractor a sum not to exceed \$500.00 per day. Upon written termination to the Contractor the Agreement is void and the amount assessed for non-performance will be deducted from any amount due.
- G. Town Funding Provisions:** The funding necessary to discharge the on-going financial obligation of the Town under this Agreement shall be limited to each fiscal year and subject to the Budget Appropriation approved at each Town Meeting. This Agreement does not obligate the taxing power of the full faith and credit of the Town in the event the budgeted funds for this agreement are not funded by The Town of Sanbornton.
- H. Terms of Agreement:** The term of the Agreements begins _____ and shall remain in effect for three years (three 2020 2021 2022 seasons), terminating _____. The Town reserves the right, with mutual agreement from the Contractor to extend their Agreement for (2) two additional year periods.

III. Price Proposal Requirements:

- A. **Price Proposal Requirements:** Price according to Price Proposal Sheets, (see page 5 of 5) Questions / concerns must be submitted in writing to the Highway Agent.
- B. **References:** Please submit a list of professional references and present locations your firm serves.
- C. **Examination of Site:**
1. Before submitting a price proposal, each bidder must visit the Town sites to familiarize themselves with local conditions that may in any manner affect cost and performance.
 2. The Town's DPW Director will be available to answer questions concerning areas, start dates and other performance related issues at 603-455-5882.

D. Proposal Submittal:

1. Please submit "Price Proposal Sheet (s)" only in a sealed envelope clearly marked **"Winter Plowing"**
2. Price Proposal (s) shall be mailed or hand delivered to the Town of Sanbornton, Attn: Selectmen's Office, 573 Sanborn Rd, P.O. Box 124 Sanbornton, NH 03269 Bids must be received no later than **Monday, October 7th, 2019 at 2:00 PM** with an opening date "to be determined".
3. The Selectman reserve the right to accept or reject any or all bids for any reason whatsoever in the best interest of the Town. The Town reserves the right to negotiate and or request additional information with selected contractors.
4. Any bids received after **2 pm on Monday, October 7, 2019 will not be considered.**

CONTRACTORS BID SHEET

2020 Hourly Rate \$_____

2021 Hourly Rate \$ _____

2022 Hourly Rate \$ _____

Contractor Information:

Name:

_____ Date: _____

Business Name:

Address:

Telephone:

_____ / _____ FAX: _____

Office

Cell

Other Information / Consideration: _____

PLEASE INCLUDE A W-9 AND CERTIFICATE OF INSURANCE