

TOWN OF BEDFORD, NH



INVITATION FOR BID

BID 14-2021

SNOW PLOWING AND WINTER MAINTENANCE - MUNICIPAL BUILDINGS

CONTAINING:

- NOTICE OF BID
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- REFERENCES

TOWN OF BEDFORD, NH
DEPARTMENT OF PUBLIC WORKS

**TOWN OF BEDFORD
INVITATION FOR BID
BID 14-2021**

SNOW PLOWING AND WINTER MAINTENANCE - MUNICIPAL BUILDINGS

The Town of Bedford, New Hampshire is soliciting bids from qualified companies for snow plowing and winter maintenance services for their municipal facilities for the 2021/2022 winter season.

Sealed Bids will be received at the Public Works Department, Bedford Safety Complex, 55 Constitution Drive, 2nd Floor, Bedford, NH 03110, until 10:00 a.m., on Thursday, September 16, 2021 at which time they will be publically opened and read aloud.

The Bid shall be submitted in a sealed envelope, addressed to the Town of Bedford NH, Department of Public Works and clearly marked in the lower left hand corner “TOB BID 14-2021, Snow Plowing and Winter Maintenance – Municipal Buildings”.

The Bid Document will be available at the Public Works Department, at the above address as well as online at <https://www.bedfordnh.org/367/RFP> beginning on Thursday, August 19, 2021.

The Town of Bedford reserves the right to accept or reject any and all bids or any part thereof, and to waive any minor informalities as it deems to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid as non-responsive and subject to disqualification.

SUBMISSION REQUIREMENTS

Sealed, written bids along with references will be received until 10:00 A.M. on September 16, 2021 at the following address:

Department of Public Works
BID 14-2021
Bedford Safety Complex
Public Works Department
55 Constitution Drive, 2nd Floor
Bedford, NH 03110

Proposals shall be made on unaltered bid forms furnished by the Awarding Authority. Fill in all blank spaces in typewriter or ink. Bid forms shall be signed with the name printed below signature.

Where bidder is a corporation, bid form must be signed with the legal name of the corporation followed by the legal signature of an officer authorized to bind the corporation to a contract. Bid forms shall be sealed in an opaque envelope identified with the Bid Number, project name and the name of the bidder. Submit proposals as directed by the Invitation to Bid.

All questions or requests for clarification regarding the Bid must be received in writing, via email, to publicworks@bedfordnh.org by Thursday, September 2, 2021. Answers to all questions received will be published in an addendum no later than Tuesday, September 7, 2021.

BID 14-2021

SPECIFICATIONS

I. SCOPE OF WORK

The Town requires snow plowing and winter maintenance for municipal building facilities as specified below.

The full duration of the season starts on November 1, 2021 and continues through April 30, 2022.

II. LOCATIONS

The following properties/locations shall be considered as part of this item with unit price contained on the bid sheet:

Part A. Properties – Building Complexes

1. Town Offices (including Historic buildings School House #7 and Museum - 24 North Amherst Road)
2. Public Library (including Craftworkers building- 3 Meeting House Road)
3. Old Town Hall - 70 Bedford Center Road
4. BCTV - 10 Meeting House Road
5. Stevens Buswell – 18 North Amherst Road
6. Safety Complex – 55 Constitution Drive

III. SNOW PLOWING & WINTER MAINTENANCE

1. SNOW CLEARING – PARKING LOTS AND WALKWAYS

The contractor shall provide all snow plow operators and equipment (of sufficient size) to properly clear snow and mitigate ice from parking lots, throughways and parking spaces for the properties listed above. In addition to clearing snow from the parking lots, the Contractor shall provide all laborer(s), snow shovels, ice melt spreader(s) and/or snow blower to clear snow and mitigate ice from all egress walkways, doorways, steps, handicap ramps, fire doors and paths to allow safe egress access for facilities listed above.

Contractor shall furnish all materials and labor to stake edges of parking lots and walkways where needed throughout the season.

Due to times of occupation of buildings some parking spots may need to be plowed at a later juncture in the storm. Treatments of parking lot and egress walkway areas to be done as required during storms and following storms (ie: ice storms, freezing of surfaces during or following storms) unless otherwise requested by Public Works Superintendent, Facilities Manager or Designee. Parking lot and walkways shall be maintained and treated proactively where water collects and refreezes over night to maintain safe passage for public and staff.

Treatment of walkways and handicap ramps will be done following the shoveling and prior to opening times listed below in coordination with the intensity and length of storm (ie: ice storms, freezing of surfaces during or following storms). In the event that multiple inches of accumulation occurs in a storm, treatment may be held off on to save on materials unless otherwise requested.

The plowing of the lots and shoveling of egress paths, doorways and walkways will begin at 2" and continue throughout the progression of the storm as close to 2" increments as best as possible (especially during building occupied hours). Snow storms ending with a lesser amount will be cleaned at storms end. When the snowstorms end any parking lot areas and walks shall be looked over and cleaned up as needed. In the event of a snowstorm which accumulates at large rates per hour, properties shall be cared as best as possible. During ice/freezing rain conditions, parking lots and all egress walkways shall be treated prior to opening building times.

All parking lots and egress walks are to be opened up in coordination with the following schedule;

- Town office complex and outbuildings by 6:45 am Monday through Friday. Saturday and Sunday by 10:00 am
- Town Hall/BCTV complex and outbuildings by 7:30 am Monday through Sunday
- Town Library and outbuildings by 7:30 am Monday through Sunday
- Stephen Buswell complex by 9:00 am Monday through Sunday
- Safety Complex 7:30 am Monday through Sunday (Front Parking lot, main loop around facility, Sally Port area in rear of building, Apparatus bay area and walkways. Parking space areas on west side and rear of building will be plowed and treated by Safety Complex staff due to employee and official vehicle logistics.)

Sand salt mix and walkway ice melt shall be provided by the Town of Bedford and made available to the contractor at the Highway Garage 19 Chubbuck Road. Contractor **will be required** to coordinate with Highway Superintendent or Storm Supervisor designee prior to snow/ice event. The contractor shall provide the Town with an accurate amount of sand salt mix and bags of ice melt used per storm. Sand Salt mix and ice melt shall be used in appropriate amounts and not used in excess. All excess materials shall be returned to the Town. Contractor will be allowed to keep ice melt, salt/sand mix on truck overnight for early morning retreatment of walkways and parking lots post storm for any retreatment needed due to overnight melt and refreeze.

VI. GENERAL REQUIREMENTS

1. FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint himself with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his obligation to furnish all aspects of the work as specified herein for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

2. CARE AND PROTECTION OF PROPERTY

The Contractor shall take particular care to avoid damages to all private and public property. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

3. COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Contractor shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

4. INSURANCE

The Contractor shall be responsible for maintaining insurance coverage in force for the life of the contract. The Contractor at his own cost and expense shall procure and maintain all insurance required. Minimum insurance requirements are Workers Compensation, Commercial General Liability and Business Automobile Insurance.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

a. Claims under Workmen's Compensation disability benefit and other similar employee benefit acts;

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage;

c. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and

d. Claims for damage because of injury to or destruction of tangible property, including loss of use resulting there from.

The insurance required by the above sub-paragraph shall be written for not less than the following minimum limits of liability:

a. Workmen's Compensation: Statutory

Employer's Liability: \$500,000

b. Comprehensive General Liability:

Bodily Injury:

\$500,000/\$1,000,000 (Each Person/Each Occurrence)

Property Damage:

\$100,000/\$300,000 (Each Occurrence/Aggregate)

c. Comprehensive Automobile Liability (to include snow plowing):

Bodily Injury:

\$500,000/\$1,000,000 (Each Person/Each Occurrence)

Property Damage:

\$100,000 (Each Occurrence)

The insurer shall provide the Town of Bedford with Certificates of Insurance signed by an authorized representative of the insurance company. Such certificates shall name the Town of Bedford as an additional insured. The policies shall give the Town of Bedford written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

5. REQUEST FOR PAYMENT

Request for payment shall be invoiced to the Town on a monthly basis at the end of each of the months December 2021, through March 2022 in equal monthly installments. Each property address shall be invoiced as an individual line item.

Request for payments for additional snow/ice storms in the months of November 2021 and April 2022 shall be invoiced on a per storm basis on actual hours worked. Each property address shall be invoiced as an individual line item.

6. SITE INSPECTION

Each potential bidder shall inspect each site listed to determine for themselves the nature of the work required. Failure of any contractor to inspect any or all sites shall not exempt the contractor from fulfilling all the terms of this contract should they be awarded the bid.

7. QUALITY ASSURANCE

The Owner reserves the right to inspect and require samples of material being applied. Samples may be tested by the Owner for quality assurance. Should at any time a tested sample result indicate that the products applied fail to meet the required specification the Owner shall withhold payment for those services affected until such time that the contractor has remedied the condition to the satisfaction of the Owner, at no additional charge to the Owner.

8. SAFETY DATA SHEET (Right to know)

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent vendor from the selling said substances, or mixtures containing said substances within the state. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

9. PATENT PROTECTION

The seller agrees to indemnify and defend the Town of Bedford from all claims and losses resulting from the alleged and actual patent infringements and further agrees to hold the Town of Bedford harmless from any liability arising under RSA 382-A, 2-313 .

10. THE BIDS

When identical low Bids are received, with respect to price, delivery and quality, the award may be made that is deemed to be in the best interest of the Town.

11. AWARD OF CONTRACT

The Contract may be awarded to the lowest responsible bidder (net total amount) as soon as approved and awarded by Town Council after Bid opening. The Town of Bedford reserves the right to waive any formality in Bids submitted and the right to reject any or all Bids at its discretion and to accept the Bid, which will be in the best interest of the Town. In case of error in the extension of prices, the unit prices Bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

12. REFERENCES

Bidders are required to submit a list of references along with a list of equipment that is planned to be used for this contract. References shall be included with the submitted bid. The Town is seeking bids from firms that have experience in snow plowing and winter maintenance for municipal facilities similar in size and scope to the work outlined in this bid. The Town reserves the right to reject any bid that does not have sufficient experience/equipment as the Town deems appropriate.

13. RENEWAL OF CONTRACT

At the Town's sole discretion, the contract may be annually renewed for up to three (3) additional years, provided that there is no substantial change to scope of service and/or in the contract price as mutually agreed upon between the Town and the Contractor.

BID 14-2021 – BID FORM

Description:

Snow Plowing & Winter Maintenance Municipal Building Parking Lots and Egress Walkways, Steps, Doorways HC Ramps as Specified above December 2021 through March 2022

- 1) Town Offices including School House #7
And Museum Buildings \$ _____
 - 2) Public Library including Craftworkers
Buildings \$ _____
 - 3) Old Town Hall Building \$ _____
 - 4) BCTV Building \$ _____
 - 5) Sevens Buswell Building \$ _____
 - 6) Safety Complex Building \$ _____
- Total \$ _____**

BID TOTAL WITH ITEMS 1 through 6

_____ Dollars
(in Words)
(\$ _____)
(in Figures)

Description:

Hourly Rate for Potential Snow/Ice Storms for months of November 2021 and April 2022

- 1) Snow Clearing Equipment and operator \$ _____/HR
- 2) Labor Snow Clearing Egress Walkways,
Doorways, Steps, HC Ramps \$ _____/HR

BID 14-2021 – BID FORM CONTINUED

The above price includes all work, mobilization, insurance, fuel and incidentals for snow plowing and winter maintenance for properties and performing all work as listed in the specifications above.

The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person.

The Total will be used for comparison of Bids, however it is expressly understood that the units are based on the lump sum for the season. In addition, the Town reserves the right to award the contract based on any of the items or combination thereof. The Town of Bedford reserves the right to accept or reject any or all bids and to waive minor informalities as it deems to be in the best interest of the Town.

Bidder agrees to hold the bid open for 45 days.

Date: _____

seal (if corporation)

Signature:

(owner/proprietor/authorized representative)

Name & Title (print):

Business Name (print):

Business Address (print):

Contact Phone #:

BID 14-2021 – BID FORM CONTINUED

SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the Town of Bedford to ferret out information concerning the materials which you intend to furnish. If your bid does not meet all our specifications you must state it in the space provided below:

Bids on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your Bid does not meet our specifications, and your exceptions are not listed above, the Town of Bedford may claim forfeiture on your Bid, if submitted.

Signed _____

I DO meet specifications

Signed _____

I DO NOT meet specifications as listed in this Bid, exceptions are in the space provided.

Failure to submit this form with your Bid response may result in your Bid being rejected as unresponsive.

BID 14-2021 – BID FORM CONTINUED

NON-COLLUSION STATEMENT

The Undersigned certifies under penalties of perjury that this Bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the “PERSON” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title _____

Signature _____

Company _____

INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Bedford, NH, it’s officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or suppling work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company _____

Taxpayer ID Number _____

Authorized Signature and Date _____

Address _____

Telephone _____

E-Mail _____

BID 14-2021 – BID FORM CONTINUED
REFERENCES

The Bidder is required to fill out the following form to enable the Town to make inquiries and judgment as to the Bidder’s experience, skill, and business standing.

A. Number of years the Bidder has been in business: _____

B. List three (3) projects similar in nature to the project described herein that the Bidder has completed along with the approximate annual cost. Include the name, address and telephone number of a reference for each project.

1. Project/Location: _____ Annual Cost: _____

Contact Person and Title:

Address: _____

Phone: _____

2. Project/Location: _____ Annual Cost: _____

Contact Person and Title:

Address: _____

Phone: _____

3. Project/Location: _____ Annual Cost: _____

Contact Person and Title:

Address: _____

Phone: _____

C. List equipment the Bidder owns that is available for this project:
