



TOWN OF ALLENSTOWN
CONTRACT FOR
SIDEWALK SNOW BLOWING SERVICES 2015/2016

Town of Allenstown
16 School Street
Allenstown, NH 03275

**TOWN OF ALLENSTOWN, NH
REQUEST FOR PROPOSALS FOR
SIDEWALK SNOW BLOWING SERVICES**

I. REQUEST FOR PROPOSALS

The Town of Allenstown, NH is soliciting proposals for sidewalk snow blowing services. Proposals shall be based on per deployment basis. The Town will enter into a contract with the successful bidder after approval by the Board of Selectmen.

II. BACKGROUND

The Town plans to contract out for services involving snow blowing of designated sidewalks. The Town may contract out on an as needed basis additional routes.

III. TERMINATION/RESIGNATION

Nothing in the Agreement shall prevent, limit or otherwise interfere with the rights of either party to terminate the Agreement subject to the terminating party giving thirty (30) days written notice to the other party, prior to the effective date of separation.

The Town of Allenstown may terminate the Contract at any time, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished work product shall become the property of the Town. If the contract is terminated by the Town, as provided herein, the Contractor will be paid an amount, which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the municipality shall not preclude the Town or the Contractor from bringing an action against either party for damages or exercising any other legal, equitable, or contractual rights by the Town or Contractor may possess in the event of the Contractor's failure to perform.

The Town of Allenstown may void all contracts(s) at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.

In the event that any Contract person or employee assigned to the Town of Allenstown is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Town shall have no obligation of prior notice, and may immediately terminate all contracts.

IV. TRANSFER, ASSIGNMENT, SUB-LETTING

The Contractor will not assign any part of this agreement without express written permission by the Town of Allenstown.

V. PERFORMANCE REQUIREMENTS

The contractor will perform all tasks in a manner that meets the expectations of the Town. All work must be in compliance with all Federal, State and Local laws, ordinances, rules and regulations.

VI. SCOPE OF SERVICES

1. Work: The Contractor shall provide labor, fuel and equipment to remove snow from designated sidewalks by use of a snowblower the Town between 1 November 2015 and 1 May 2016.

2. Services: The Contractor shall designate a driver/operator who processes a valid New Hampshire driver's license for the vehicle to be operated. The contractor will ensure the designated sidewalks are cleared of snow by 7 AM Monday through Friday to allow for children to walk to school. The Contractor will provide phone numbers home and cell if applicable for the designated driver/operator for winter maintenance operations. The Contractor shall make all efforts to provide the same driver/operator to the same piece of equipment that will operate on a designated route. The driver shall make every effort to remove snow by use of snow blowing equipment safely and expeditiously without damage to private property. The designated sidewalk route is as described below:

- a. Main St. (East Side)- From the intersection of Library St. to the end of the paved sidewalk just south of the intersection of Al's Ave., approximately 2,275 ft.
- b. Main St. (West Side)- from the Main St. bridge at the Pembroke/Allentown Town Line to the end of the sidewalk in front of the Elementary School, approximately 2,500 ft.
- c. Ferry St. (North side)-from the intersection of Main St. to the end of the fire station parking lot, approximately 200ft.
- d. School St.(North side)- from the intersection of Main St. to Rt. 3 to include a very small section of sidewalk where the pedestrian crossing button is located in front of Subway, approximately 2,700ft.
- e. Granite St (North side)-from the intersection of Main St. to Parkwood Dr., approximately 5,000 ft. There is a small portion included within this distance between Turnpike St. and Parkwood Dr. where the sidewalk crosses to the South side.
- f. Turnpike St. (East side)-from the intersection of River Rd. to the double decker bridge, approximately 1,030ft.

3. Equipment: Snow blower equipment adequate to remove snow from the full width of the designated sidewalks.

VII. ADDITIONAL REQUIREMENTS

- 1). The Contractor shall be compensated as an independent contractor and shall be responsible for providing FICA, Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to this project at levels in accordance with State and Federal law.
- 2). If the contractor finds it necessary to employ sub-contractors, they shall be approved by the Town. All sub-contractors shall be competent to perform the work they are called upon to do and certified where applicable.
- 3). The Contractor shall not compensate, in any way, a town officer, employee, or any member of the family of such officer or employee in the performance of any work under this contract.

4). The Contractor shall purchase and carry liability and workers compensation insurance on the designated truck throughout the contract period. The Town requires a minimum of \$500,000 in workers compensation insurance or a signed Indemnity Agreement holding the Town of Allenstown harmless from any claim or liability arising from the Contractor's activities associated with contractual work. A copy of the insurance certificate and/or the Indemnity Agreement must be provided to the town at the time of the contract signing.

VIII. PAYMENT FOR SERVICES

The Town shall pay the Contractor for the performance of work and after completion of the service within a net thirty day time period. Payment for the services will be on a negotiable basis after invoice is received by the Town net 30 days. Contractors will be paid for paid on a lump sum basis for removal of snow for each snowstorm.

IX. EVALUATION OF PROPOSALS

Evaluation of the responses will be based on the extent to which the response meets the requirements of the solicitation and the town's determination as to the extent to which the respondent is likely to be able to achieve the desired results and fulfill the purposes of the solicitation. Proposers are welcome to submit supporting information or references, demonstrating how they have shown their performance to be in terms of quality and timeliness in tasks performed for other clients or the Town of Allenstown and how responsive they will be in terms of cost efficiency to the Town of Allenstown.

X. PROPOSAL DEADLINE

Proposals are due by 5:00 p.m., Wednesday, September 30th, 2015 in the Allenstown Town Hall, 16 School Street, Allenstown NH 03275. Proposals received after the deadline will be rejected.

XI. SELECTION PROCESS

The town may engage in individual discussions with bidders deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required service. These bidders may be requested to make an oral presentation to explain their proposal and answer questions.

XII. PROPOSAL REQUIREMENTS

The Town of Allenstown reserves the right to reject all proposals and to make a selection in the best interests of the Town.

To be deemed qualified, the Proposer(s) must demonstrate the requisite experience, skills, and resources necessary to successfully perform services requested in the Request for Proposals. All questions about this Request for Proposals should be submitted to:

Ronnie Pelissier, Road Agent
Allenstown Highway Department
161 Granite Street, Allenstown, NH 03275
Tel: (603) 485-4276 ext. 151
rpelissier@allenstownnh.gov

Proposal Preparation: In order to facilitate 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 as invalid proposals. Additional detailed information may be annexed to the proposal.

Format of Proposal: Proposers are instructed to be concise and proposals should include, in order, the following:

1. Letter of Transmittal;
2. Executive Summary to include understanding the relevant services the bidder can provide;
3. Brief organization 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 that demonstrate pertinent corporate and key personnel experience; listing of the pertinent services may be included (the Town reserves the right to contact any references provided by the proposer or otherwise obtained);
5. Cost charged to the Town per storm (per day if a storm lasts more than one day).

Bids must be in a sealed envelope clearly marked: **“SIDEWALK SNOW BLOWING SERVICES”**.

Signature/Certification: An official authorized to bind the offer shall sign the proposal and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title, address, telephone number and email address of the individual(s) with authority to contractually bind the company and who may be contacted during the period of proposal evaluation for clarifying submitted information.