



TOWN OF ALLENSTOWN  
CONTRACT FOR  
WINTER MAINTENANCE SERVICES 2015/2016  
(SNOW PLOWING/APPLICATION OF SALT/SAND)

Town of Allenstown  
16 School Street  
Allenstown, NH 03275

**TOWN OF ALLENSTOWN, NH  
REQUEST FOR PROPOSALS FOR  
WINTER MAINTENANCE SERVICES  
(SNOW PLOWING/APPLICATION OF SALT/SAND)**

**I. REQUEST FOR PROPOSALS**

The Town of Allenstown, NH is soliciting proposals for the plowing snow as well as the application of salt and sand to Town roads. Proposals shall be based on an hourly 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 one plowing route to an outside contractor. 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 provide winter maintenance services to include snowplowing as well as the application of deicing and traction materials for 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 and a State of New Hampshire registered truck or piece of equipment with plow and sander to be ready and available for service upon request by the Road Agent or designated operation leader. It is understood and agreed that the driver/operator will be on call and available during snow and precipitation that appears to, or is going to accumulate. 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 plow/apply materials safely and expeditiously. At no time shall the driver leave his or her route without notifying the Road Agent or on-duty foreman. The Contractor must supply means of communication between the driver/operator and operations leader at the Allenstown Highway Department during snow/ice events. It shall be the driver's/operator's responsibility to have a signed receipt of record provided by the Town of Allenstown's Highway Department stating the time called out, the time winter maintenance operations started, the time finished and total hours worked for each call in.

**3. Equipment:** One Plow truck, 1 ton with plow and sander unit. Bidder should also provide a list of other plow vehicles and equipment that would be available for contract.

#### **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.
- 5). Omnibus Transportation Employee Testing Act of 1991: The Contractor and his/her employees that work under this agreement shall comply with all rules and regulations outlined in the Federal Register pertaining to this Act. Further all contract drivers must submit to random drug/alcohol testing during the contract period. The testing will occur at a designated testing site chosen by the Town of Allenstown. All contract operators must remain drug and alcohol free while operating equipment servicing the Town. All operators must sign the applicable waivers allowing the results of drug/alcohol testing to be released to the Town of Allenstown. Positive results for drugs or alcohol by an operator working on behalf of the Town will result in breach of contract. Failure of an operator to submit to drug/alcohol testing will result in breach of contract.

### **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 vehicle shall be as follows: (See attached hourly truck and equipment contract fee when agreed upon). Contractors will be paid from the time they arrive at the AHD facility until released by the Road Agent or operations leader. Contractors will be a minimum of three hours for call outs. Contractors will be paid based on hours rounded to the highest half hour.

### **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](mailto: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. Billing rate for services on a per hour basis for each type of equipment. Example-
  - \$... per hour for 1 ton truck w/plow and sander
  - \$... per hour for 5 ton truck w/plow and sander
  - \$... per hour for bucket loader

Bids must be in a sealed envelope clearly marked: **“WINTER MAINTENANCE 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.