

Town of Londonderry, Vermont

100 Old School Street
South Londonderry, VT 05155
802-824-3356
www.londonderryvt.org

**INVITATION TO BID
(Revised)**

RFP NO. 2020-06

DATE: September 2, 2020

PROJECT TITLE: Transfer Station Plowing and Sanding

PROPOSAL DUE DATES: Sealed bid proposals are due by **September 17, 2020**, no later than 2:00 PM. See section 5 for specific directions on bid submittal.

ESTIMATED TIME PERIOD FOR CONTRACT: Plowing and sanding service are required from November 15, 2020 through April 30, 2021.

BIDDER ELIGIBILITY:

This procurement is open to those bidders who satisfy the minimum qualifications stated herein and are available for work in the State of Vermont.

CONTENTS OF THE INVITATION TO BID (ITB):

1. Introduction
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1. INTRODUCTION

1.1 Purpose

Proposals are requested for the plowing and sanding of the Town of Londonderry Transfer Station for the coming winter, but the Town is willing to consider proposals for a 3-year contract period.

2. SCOPE OF WORK

The Town of Londonderry is seeking a qualified contractor to plow and sand the Transfer Station facility located at 7060 VT Route 100, Londonderry, VT.

The Contractor will:

- **Plow and/or sand the Transfer Station yard and associated work areas** as needed to maintain access and safe conditions for the public, Transfer Station employees and trucks picking up solid waste and recycling materials. (Areas to be plowed include: the general yard area, the access road to the scrap metal area as well as access necessary to remove and replace all roll offs.)
- **Provide these services when weather conditions warrant and also upon request of Transfer Station personnel.** (As a general standard, plowing is required when 2" or more of snow has fallen. Sanding is required when the surface is slippery enough to cause walking or driving difficulty or otherwise unsafe conditions.)
- **Provide all equipment and materials necessary to perform this work.**
- **Promptly respond to communications from Transfer Station personnel** during periods of snow and/or ice.
- **Maintain and provide proof of insurance coverage**, including a certificate naming the Town of Londonderry as Additional Insured.

All areas must be plowed and sanded by 7:00 AM, except on Sundays when all areas must be plowed and sanded by 9:00 AM.

Terms and conditions will be further defined in a formal contract.

Contractors will submit an all-inclusive, fixed price bid, including sub-contractor costs, if applicable.

3. GENERAL INFORMATION FOR BIDDERS

A. Right to Accept or Reject Proposals

The Town reserves the right to accept or reject any proposal, at their sole discretion, and to award a contract based solely on their determination of the best proposal considering all circumstances and conditions applicable to this project.

B. Right to Cancel or Postpone the Project

The Town reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this ITB.

C. Right to Retain and/or Utilize Information Contained in Submitted Proposals

The Town reserves the right to retain all of the proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this ITB unless clearly stated to the contrary and specifically noted in the proposal submitted and confirmed in the contract between the Town

and the selected firm.

4. PRICING

Proposals will clearly state and explain all costs associated with the services to be provided as defined in Section 2, Scope of Work. The Town will not make advance, incremental or partial payments. All work/deliveries must be satisfactorily completed before being invoiced.

Invoices may be submitted monthly beginning no sooner than November 30, 2020. Payment terms are Net 30 days.

There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

5. SUBMISSION OF PROPOSALS

Due to the Town's wish to promote physical distancing to curb the spread of the novel coronavirus, no bids will be accepted by mail, fax or in-person and all bids must be submitted electronically via email to the following email address: **townadmin@londonderryvt.org**

Respondents are to use the enclosed Bid Proposal Form (page 7) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.

All proposals must be submitted to the Town of Londonderry in care of the **RFP Coordinator** with reference to **"Transfer Station Plowing and Sanding Bid."** Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

There will be no public opening of the bids received by the Town, but they will be reviewed by the Londonderry Selectboard at a video-only meeting scheduled for September 21, 2020 at 6:00 PM. The agenda for the meeting, along with instructions on how to participate remotely by phone or video will be on the meeting agenda, which will be posted on the agendas/minutes page of the Town's website: www.londonderryvt.org.

5.1 RFP Coordinator

The following RFP Coordinator will serve as the single point of contact for this solicitation:

Shane O’Keefe, Town Administrator
Town of Londonderry
100 Old School Street
South Londonderry, VT 05155

Phone: 802-824-3356, ext. 105

Email: townadmin@londonderryvt.org

Except as noted below, all communication between the bidder and the Town upon release of this ITB shall be with the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the bidder.

To visit and inspect the property prior to bidding, please do so during regular business hours: Mon, Tues, Thurs, Fri & Sat 9:00 AM - 4:00 PM, and Sun 12:00 PM -4:00 PM.

5.2 No Obligation to Contract

This ITB does not obligate the Town to contract for services specified herein. The Town reserves the right to reject all bids and to either withdraw the ITB or reissue a revised ITB at a later time.

5.3 Commitment of Funds

The Town of Londonderry Selectboard is the only entity that may legally commit the Town to the expenditures of funds for a contract resulting from this ITB. No costs chargeable to the proposed contract may be incurred before receipt of a fully and properly executed contract.

5.4 Right to Extend Contracts

The Town reserves the right to extend a contract for ongoing services without reissuing an ITB.

5.5 Insurance Requirements

The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town’s acceptance of the Contractor’s proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor’s insurance company before any work is performed. The Contractor’s policies shall name the “Town of Londonderry, Vermont” as an additional insured.

By submitting a bid, Bidder warrants and promises that it will comply with all State of Vermont and federal requirements for the transportation, storage and handling of the fuel to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property, or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.

5.5.1 Liability Insurance

Contractor shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and General Aggregate coverage of at least \$2,000,000.

5.5.2 Automobile Liability Insurance

Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.

5.5.3 Workers' Compensation

The Contractor will, at all times during its service to the Town, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Town will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

5.5.4 COVID-19 Pandemic Provisions

The Contractor will, at all times during its service to the Town, comply with the most recent COVID-19 executive orders from the Governor and all applicable workplace safety guidance from both the Vermont Agency of Commerce and Community Development and the Vermont Occupational Safety and Health Administration.

6. EVALUATION AND CONTRACT AWARD

6.1 Evaluation Procedure

Proposals will be evaluated in accordance with the requirements stated in this request and the *Town of Londonderry Purchasing Policy*.

The RFP Coordinator may contact the bidder for clarification of any portion of the bidder's proposal.

6.2 Evaluation and Selection Criteria

The Town will consider the following criteria when evaluating and selecting proposals:

- Price
- Clarity and completeness of the submitted proposal
- Bidder's ability to perform within the specified time limits
- Bidder's experience and reputation, including past performance for the Town of Londonderry
- Quality of the materials and services specified in the bid
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any.
- Bidder's availability to provide future service, maintenance, and support.
- Bidder's financial stability.
- Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

6.3 Notification to Bidders

The RFP Coordinator will notify the Apparently Successful Contractor of the Town's selection no later than 4:00 PM on September 23, 2020.

6.4 Start of Work

Work will commence on November 15, 2020, as weather conditions dictate.

Bid Proposal Form is on following page

BID PROPOSAL FORM

Due: September 17, 2020 at 2:00 PM

Complete and electronically submit the following proposal, please write clearly

1. **BID PROPOSAL:** Check here [] if supplementary documentation is attached.

A. Required Bid:

Bid for Scope of Services for Winter 2020-2021 \$ _____

B. Optional Bid:

Bid for Scope of Services for Winter 2021-2022 \$ _____

Bid for Scope of Services for Winter 2022-2023 \$ _____

NOTES: All prices above shall be valid for 30 days and for the duration of the contract period. All prices shall include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

Company: _____

Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ **Date:** _____

[END OF DOCUMENT]