
CITY OF UNION, KENTUCKY

SNOW AND ICE REMOVAL

NOVEMBER 1, 2022 - APRIL 30, 2024

OWNER: CITY OF UNION, KENTUCKY

SUBJECT: Snow and Ice Removal Services Request For Proposal
(RFP)

GENERAL
LOCATIONS: - 1843 Bristow Drive (City Building)
- Rice Pike Cemetery
- 28.30 Miles of City Maintained Roads

ISSUE DATE: Thursday, September 8th, 2022

CONTACTS: David Plummer, City Administrative Officer
1843 Bristow Drive
Union, Kentucky 41091
(859) 384-1511 (o)

NOTICE TO BIDDERS

1. Prospective bidders should become familiar with the location and extent of the “Mapping Areas” included in *Exhibit A*.
2. The City’s intent is to award the contract to one (1) company who will provide all work listed within the scope of services contained herein.
3. The successful bidder or contractor shall furnish proof of possession of a Boone County Occupational License (and City Business License 2023 and on), list at least two (2) professional references from clients and will provide the appropriate level of Certificates of Insurance as a part of this submittal. (See separate document titled: *Contractor Insurance Requirements*)
4. The City of Union reserves the right to accept or reject any or all bids; to waive any informalities; to negotiate for modifications in any bid; to accept a bid which is deemed to be the most desirable and advantageous from the standpoint of reasonable cost and service and convenience of operation, even though such bid may not, on its face value, appear to be the lowest and best dollar cost.
5. Properly complete the **Bid Sheet on Page 3 through 6** included herein. Please submit two copies of all submittal information in a sealed envelope labeled “**The City of Union, KY Snow and Ice Removal Services**”.
6. Visitation for all work sites can be arranged with the City Administrator if desired. To request, please call 859-384-1511.
7. All prospective bids will be received until the following time, date and place, at which all Bids will be opened and read aloud:

TIME: 3:10 PM (Eastern Time Zone)
DATE: Monday, October 7th, 2022
PLACE: Union City Building
City of Union
1843 Bristow Drive
Union, Kentucky 41091

BID SHEET

Company Name: _____

Business Location: _____

Mailing Address (If different from Location) _____

Phone #: (____) _____ - _____ Fax #: (____) _____ - _____

Cell #: (____) _____ - _____ Email: _____

Website (If applicable): _____

For the prices listed below, our firm hereby offers to provide snow and ice removal at the locations in accordance with the terms and conditions of this bid:

Plowing

Please note, not every snow event may merit plowing.

1) 28.3 Miles of Union City Streets

(Please see Map and Street Listing)

\$ _____

2) Union City Building

(Please see location responsibilities)

\$ _____

3) Union Rice Cemetery

\$ _____

Total:

\$ _____

Salt

1) 28.3 Miles of Union City Streets

(Please see Map and Street Listing)

\$ _____

2) Union City Building

(Please see location responsibilities)

\$ _____

3) Union Rice Cemetery

\$ _____

Print Name: _____ Signature: _____

Company Name: _____

Title: _____

TWO (2) YEAR RENEWAL OPTION
Beginning November 1, 2024 through April 2026

Plowing

Salt

1) 28.30 Miles of Union City Streets

(Please see Map and Street Listing)

\$ _____ \$ _____

2) Union City Building

(Please see location responsibilities)

\$ _____ \$ _____

3) Union Rice Cemetery

\$ _____ \$ _____

Total:

\$ _____ \$ _____

Equipment Usage and Hourly Rates

Please provide a list of all equipment you propose to use in servicing our account. Include make, model, year, blade size, hourly rates and differences in operator. You may use your own form for this detail. If so, please title your page "Equipment Usage and Hourly Rates". Please type or print you sheet.

Equipment:

Hourly Rates:

1) _____

\$ _____

2) _____

\$ _____

3) _____

\$ _____

4) _____

\$ _____

5) _____

\$ _____

6) _____

\$ _____

7) _____

\$ _____

8) _____

\$ _____

9) _____

\$ _____

10) _____

\$ _____

SCOPE OF SERVICES

The City of Union invites and will accept bid proposals for snow removal services of all City Maintained Streets and City owned properties. This includes parking lot/sidewalks at The Warren S. Moore Union City Building, the paved drive at The Union Rice Cemetery and a total mileage of approximately 28.30 road miles. Work shall include all labor, equipment and services to remove snow and ice from city streets and designated areas.

1. Note to Bidders:

Any questions concerning this Bid can be inquired to:

David Plummer
City Administrator
1843 Bristow Drive
Union, KY 41091

(859)384-1511
davidp@cityofunionky.org

2. Contract Execution:

The contract(s) resulting from this RFP will be administered by the City Administrative Officer (CAO). In the result the Administrator is unavailable, the Mayor or Public Works Committee Chairman will coordinate winter road services.

The CAO, or authorized representative, will be responsible for monitoring this contract to ensure service requirements are met. Any changes to this contract or contract renewals shall be communicated to the CAO subject to approval by the City Commission.

3. Competency of Bidder:

Before the award of a contract, any bidder may be required to show proof of necessary facilities, capabilities and has adequate materials to perform the work in a satisfactory and safe manner.

The contractor may be required to show proof that contractor has a satisfactory record of similar work performed or materials furnished. References will be required and shall be submitted with each bidder's proposal.

4. Pricing:

All prices, costs, and conditions outlined in the bid shall remain fixed from the opening of the bid until acceptance by the City of Union. If accepted by the city, prices will remain fixed for the duration of the two (2) year agreement until an extension is given for an additional 2 (two) year term or a new contract is accepted. If extended, the rate listed herein under the "renewal option" should be used.

The price quoted in this bid shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this request for bid.

5. Invoicing/ Payment:

Contractor shall submit invoices no later than two weeks after payable snow events. Invoices shall include a detailed, itemized statement of all charges for which payment is sought. This may include, but not limited to: the date services were rendered, the amount of materials used and the unit price charged therefor, location, snow depth, start and stop times for each piece of snow removal equipment used.

Subject to the conditions for payment and limitations on liability set forth herein, payment will generally be made one to two weeks after receiving the invoice.

If the City contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved. All invoices for payments shall contain complete and accurate information. In no instance shall bidder invoice the City for more than it is authorized by the City under this contract unless written authorization is obtained.

6. Performance:

Contractor shall perform all Services diligently and in a good, professional and first-class manner, using good quality materials, equipment and workmanship and sufficient trained personnel (including supervisors when appropriate) to complete the Services in a safe and timely manner. Contractor shall obtain and maintain, at its expense and at all times during the term of this Agreement, all necessary licenses, permits, training or other authorizations which may be necessary to perform the Services.

Chosen contractor shall have sufficient materials to perform all work expected in this contract for all time periods defined by this document.

7. Damages, Defaults and Remedies:

If the chosen contractor fails to perform the Services as required by this Agreement or otherwise defaults under this Agreement, the City may, in its sole discretion: (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; or (3) cure the default, after reasonable written notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time.

Concrete curbs, asphalt, fences and lawn conditions shall be inspected prior to each season and at the end of the season. The contractor shall be responsible for damage to curbs, curb stops, sidewalks, vehicles, including mailboxes, concrete or asphalt driveway aprons etc.; caused by the plowing operation; the contractor shall notify the City of damage within one day of occurrence.

9. Notices between parties:

Any notice by Contractor to City shall be sent or delivered in writing to City at the address listed above, and any notice by city to Contractor shall be sent or delivered in writing to Contractor or by preferred email provided herein or by certified mail, return receipt requested, to the "Contractor's Address" that is provided on the affidavit.

10. State Sales Tax/ Federal Excise Tax:

Bids and invoices shall NOT include Federal Excise and Kentucky Sales Taxes, as the City of Union is exempt from payment of such taxes.

11. Contract Term and Extensions/Options:

The term of this contract shall be effective on November 1, 2022 and shall be in force through April 30, 2024, with a possible two-year renewal option beginning November 1, 2024 through April 30, 2026.

These are not automatic extensions. Contracts will be reviewed by the City before a decision is made. Upon mutual agreement of both parties, the contract may be extended under the same terms and conditions on the anniversary date for an additional two-year period.

12. Selection and Award:

The City will award the bid to the bidder whose bid is most advantageous to the City. In determining the most advantageous bid, the City will consider criteria such as, but not limited to, cost, bidder's past performance, and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, extent to which the bidder's staff or services meet the City's needs, bidder's past relationship with the City, total long term cost to the City, and any other relevant criteria listed elsewhere in this solicitation.

13. Additions to Contract:

The City reserves the right to add new items and locations. The contractor is required to provide these services at a price conforming to the rates established in the executed contract.

14. Termination of Contract:

If for any reason the successful contractor fails to fulfill the requirements of the contract for providing snow removal services, the City shall have the right to cancel the contract at any time and negotiate for the services with another contractor. The City, by written notice may terminate this contract, in whole or in part, when it is in the City's interest. To terminate the contract, the City must submit a written notice thirty (30) days before the request cut off. If this contract is terminated, the City shall be liable only for payment under the payment provisions of the executed contract for services rendered before the effective date of termination.

15. Subcontracting or Assignment by Contractor:

This contract and any part thereof shall not be subcontracted or assigned to another contractor without prior written permission of the City. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this contract.

16. Permits, Licenses, Bonding:

The contractor selected under this bid shall be required to obtain the necessary permits, licenses, and bonds prior to performing any work under this contract. The contractor will be required to

demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. Contractor must be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent regulations, municipal, county, State of Kentucky and federal laws, and shall assume liability for all applicable taxes.

17. Satisfactory Work:

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the City. The City also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The City reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

18. Inspection of Premises:

Bidders may inspect street(s) prior to submitting bids to determine all requirements associated with the project. Failure to do so will in no way relieve the successful bidder from the necessity of providing, without additional cost to the City, all services that may be required to carry out the intent of the resulting contract.

19. Inspection of Records:

All contractor records with respect to any matters covered by this contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

20. Hours and Directives:

Servicing of city streets shall be done immediately following snowfalls to prevent hazardous conditions as much as possible. Plowing city streets shall be completed to prevent unsafe conditions from forming on public roads. Daytime plowing should be confirmed by the contractor from the City. In the event of scheduling conflicts caused by heavy workload, the City shall receive priority service from the contractor.

21. Materials and Equipment:

A Full application of Salt, or partial salt for city streets following plowing is ideal to prevent the icing of public road ways. Application of salt should average no more than approximately 1,000 lbs. per lane mile. Permission from the CAO or Public Works Committee Chairman can be granted up to 1,200 lbs during times of severe inclement conditions. Invoices will indicate the permission given in those scenarios. Where possible, the contractor will limit the usage of salt to known problem areas when conditions allow for partial treatment.

Salt or calcium chloride/ice melt, for sidewalks and parking lots shall be applied in a manner to prevent excess tracking and/or damage to adjacent vegetation within public rights-of-ways or into the city owned property buildings (City Building and Rice Cemetery).

The CAO, Public Works Committee Chairman or Mayor shall be responsible for coordinating proper and adequate decisions regarding this contract, which may include but not limited to, such items as weather reports, snow depth predictions, temperatures, additional plowing and salt

dusting and/or full salt applications or other issues impacting the safety of the public during snow events and emergencies. It is encouraged the contractor advise the Administrator or Public Works Commissioner on updated conditions and activities of the snow removal effort during all times of the day and night when needed.

Snow between parked cars and mailboxes shall be removed as much as feasibly possible with equipment. Drive lanes, fire lanes and parking areas and sidewalks adjacent to city owned buildings should be plowed and or shoveled. All fire hydrants must be kept free from snow and easily accessible in case of emergencies.

- Supply the City with one (1) Ice Melt Buckets with lids and one durable scoop per buckets for each entrance to the City Building at 1843 Mt. Bristow Road. The buckets should be filled with approved ice melt material and delivered to the city no later than November 15th but no earlier than November 1st. During the snow season, the buckets should be monitored by the contractor and refilled as the amount of frozen precipitation dictates.
- Salt storage is the responsibility of the contractor. Storage for any materials required to perform the job of all equipment (e.g. Salt, Skid Steer, Backhoe, Trucks, Four Wheeler, Bobcats, Snow Blower, Snow Plow, Snow Shovel/Pushers etc.) shall be the responsibility of the contractor. The Contractor is responsible for providing all equipment, tools and maintenance items needed to perform the job.

22. Insurance Requirements:

The Contractor shall produce and keep in full force and effect throughout the term of this agreement, all insurance policies specified herein, as required by the contract documents or otherwise required by law of the Commonwealth of Kentucky and Federal Government including but not limited a general liability policy with limits not less than \$1,000,000.00 and a Workers' Compensation Policy; and CONTRACTOR shall furnish to CITY a Certificate of such insurance coverages, the same to be kept on file with the City Clerk during the period of this agreement and to name the City of Union as Additional Insured.