

# TOWN OF MANCHESTER-BY-THE-SEA, MASSACHUSETTS

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## INVITATION FOR BIDS

### SNOW PLOWING & SNOW REMOVAL

November 2019

Town Hall  
Department of Public Works  
10 Central Street  
Manchester-By-The-Sea, MA 01944

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## 1. Introduction

The Town of Manchester by the Sea is soliciting bids from qualified contractors to provide equipment and operators for snow-plowing / snow removal. Qualified companies are requested to submit bids to the Department of Public Works at Town Hall, 10 Central Street, Manchester-by-the-Sea, MA, in accordance with the instructions contained within this invitation for bid.

The Town is seeking to award a contract for one (1) year with two - one(1) year renewals, solely at the discretion of the Town, commencing for the winter 2019/20 season. The Town will provide written confirmation of renewal at least sixty (60) days prior to the end of the contract period. At its discretion, the Town may award up to five (5) contracts under this Invitation for Bids.

Notice of this bid is published in the Central Register, COMMBUYS, the Cricket, and posted on the Town's website (<https://www.manchester.ma.us/629/Bids-Quotes-and-Proposals>) under "Bids, Quotes and Proposals".

The Town may cancel this bid invitation or reject in whole or in part any and all proposals, if they determine that cancellation or rejection serves the best interest of the Town.

## 2. Submission Deadline and Instructions

Qualified companies are requested to submit the bid proposal with original signature, all supporting documentation and the bid form (Appendix B) in a sealed envelope marked 'Snow Removal' with the applicant's name and address on the front. The Town, through the Town Administrator, is the awarding authority and reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information and minor irregularities; to accept exceptions to these specifications; and to award contracts or to cancel this Invitation for Bids if it is in the Town's best interest to do so.

Proposals must be signed as follows: a) if the bidder is an individual, by her/him personally; b) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and c) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

All sealed proposals must be received by **11:00 a.m. on Tuesday, December 3, 2019** and will be opened at that time. All outer envelopes must be labeled 'Snow Removal' and mailed or hand delivered to the following address:

Nate Desrosiers, Town Engineer  
Town Hall - DPW  
10 Central Street, Room 6  
Manchester-by-the-Sea, MA 01944

No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection. If on the date and time of the submittal deadline the Town Hall is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline and opening will be postponed until 2:00 p.m. on the next normal business day.

### 3. Questions, Addendum or Proposal Modification

Questions concerning this bid must be submitted in writing to the contact person: Nate Desrosiers, Department of Public Works at Town Hall, 10 Central Street, Manchester-by-the-Sea, MA 01944, or they may be entailed to Nate Desrosiers at [desrosiersn@manchester.ma.us](mailto:desrosiersn@manchester.ma.us). **All questions/inquiries must be received by 2:00 p.m. on Tuesday, November 26, 2019** to be considered. Questions/inquiries may be delivered, mailed, emailed or faxed. Written responses will be posted on the Town's website <https://www.manchester.ma.us/629/Bids-Quotes-and-Proposals> in "Bids, Quotes and Proposals" by Wednesday, November 27, 2019 at 2:00 p.m.

If any changes are made to this bid, an addendum will be posted on the Town's website in 'Bids, Quotes and Proposals.'

The Town accepts no liability for and will provide no accommodations to bidders who fail to check for amendments and/or modifications to this bid and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the bid language or any bid component files. Modifications to the body of the bid, which change the intent of this bid are prohibited and may disqualify a response.

All proposals submitted in response to this bid shall remain firm for sixty (60) days following the submittal deadline. It is anticipated that the contract will be awarded within thirty (30) days after the submittal deadline.

Bidders are not to communicate directly with any employee of the Town of Manchester, except as specified in this bid, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this bid.

Bidders may contact the Contact Person for this bid in the event this bid is incomplete or the bidder is having trouble obtaining any part of the bid electronically through the Town's website <https://www.manchester.ma.us/629/Bids-Quotes-and-Proposals>, including and without limitation the form and attachments.

Bidder with disabilities or hardships that seek reasonable accommodations, which may include the receipt of bid information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing to the contact person, and reasonable accommodation will be made by agreement with the contact person on behalf of the Town.

#### 4. Minimum Requirements:

- a) Each bidder must submit at least three (3) commercial customer accounts to serve as references, including name, address, telephone number, and contact person.
- b) Each bidder must provide a description of their business, including size of the business, the number of employees, and the services provided.
- c) Insurance requirements are attached as Appendix A. Proof of insurance to be included in the bid proposal package. The Town should be named as an "Additional Insured".
- d) By submitting a proposal, each bidder is indicating they understand and have the ability to supply all labor and equipment necessary as described. Furthermore, each bidder is indicating they agree that it is their responsibility to understand and comply with all OSHA regulations.
- e) Prevailing wage rates shall apply and evidence shall be submitted during the contract period.
- f) All supporting documentation must be submitted for bid proposal to be accepted as complete.

#### 5. Reporting Specifies

Specifications for the work to be performed by the contractor will be as follows:

- (1) Reporting of Damage: If any damage is caused by the contractor they will report it to the Town as soon as possible. If unreported damage is discovered by the owner, the contractor shall repair the damage at no cost to the owner within 24 hours of notification or the contract shall be subject to termination.
- (2) Required Response Time: The appointed contractor shall have equipment and operators on-site to perform duties as required within 30 minutes of a call-in from the Town's Operations Manager.
- (3) A four-hour minimum will be paid for a call-in. The contractor shall be ready to head out to the assignment when they report; this means the equipment shall be ready with chains, plows, ballast etc. before heading out to the assignment.

#### 6. Estimated Quantities

The quantities listed in Appendix B are simply estimates for bid purposes only. The Town will not be obligated to commit to any specific quantity during the period of the contract.

#### 7. Evaluation of Bids

Bids will first be examined for their responsiveness to what is requested in this bid invitation. Responsibility of the bidder will then be ascertained. Finally, the aggregate price for the products offered by each responsive and responsible bidder will be calculated for the period of the initial contract. The Town is required to award the contract to the lowest responsive and responsible bidder. At its discretion, the Town may award up to five (5) contracts under this Invitation for Bids.

- Responsiveness

Bidders must completely fill out and submit the bid form and all other required forms.

- Responsibility

The Town will not award a contract to any bidder who cannot furnish satisfactorily evidence of their ability and experience in this type of work and that they have sufficient plant and capital to enable him to complete the work as outlined. The Town may make such investigations as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard.

All costs not listed on the bid price sheet will not be considered part of the contract and therefore will not be paid. The Town will not be charged fuel surcharges or administrative fees as part of any contract entered into as a result of this bid. Additionally the Town will not be charged late fees unless payment is not made within sixty (60) days of the receipt of invoice. The Town is a tax exempt entity so no sales tax will be assessed to any purchases made under this proposed contract.

Addenda \_\_\_\_\_ are acknowledged: \_\_\_\_\_  
Signature

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_  
Name of Person Authorized to sign Price Proposal

\_\_\_\_\_  
Title of Person Authorized to sign Price Proposal

\_\_\_\_\_  
Signature of Above Person

\_\_\_\_\_  
Date



## MANCHESTER-BY-THE-SEA

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Town Hall, 10 Central Street  
Manchester-by-the-Sea, Massachusetts 01944-1399  
Telephone (978) 526-2000 FAX (978) 526-2001

### APPENDIX A

#### Insurance Requirements for snow plowing contractors

The following are updates to insurance requirements for vendors/contractors for snow plowing operations.

Insurance: Coverage as specified below shall be taken out and shall be written for not less than any limits as specified below, or required by law, whichever is greater.

a. General Liability of at least \$500,000 for Each Occurrence and a General Aggregate Limit of a minimum \$1,000,000

b. Automobile Liability of at least \$500,000 for Bodily Injury per person, \$1,000,000 Bodily Injury per accident and \$250,000 Property Damage per accident or at least \$1,000,000 for Combined Single Limit. (If one elects to insure Property Damage per accident at a \$100,000, a minimum Umbrella **liability of \$1,000,000** is required). All vehicles must be listed, by description and Massachusetts registration number', on the insurance certificate(s). Insurance must include coverage for 'hired, or borrowed, vehicles and non-ownership liability.

Worker's Compensation Insurance: Worker's Compensation Insurance must be provided, as required by MGL, in any instance where an employee of the Contractor or Contractor will operate a piece of equipment. For purposes of Town snow plow contracts, the "Contractor" is the person who has entered into a contract or agreement with the Town and an employee generally includes anyone other than the Contractor who will be operating snow plow equipment.

Certificate of Property Damage and Liability Insurance: The Certificate of Insurance **must state that it covers snow plowing and removal operations** in the Town of Manchester-by-the-Sea. All vehicles to be used for snow plowing in Manchester must be listed on the certificate. **The Town of Manchester must be named as an additional insured.**

**APPENDIX B**  
**SNOW PLOWING & SNOW REMOVAL BID FORM**  
**2019-2020 SEASON**

Snow Equipment	Size	Year	Make	Model	List Attachments	Maximum Hourly Rate Town Will Pay	Bid Rate per hour with Operator
Dual Rear Wheel 1 ton w/ min 9' plow (10-20,000 GVW)						\$90.00/hr	
Dual Rear Wheel 1 ton w/ min 9' plow and sander (10-20,000 GVW)						\$95.00/hr	
Single Rear Wheel 1 ton w/ min 9' plow (7-10,000 GVW)						\$85.00/hr	
¾ Ton with min 8' plow (<7,000 GVW)						\$80.00/hr	
6 wheel dump truck with min 10' plow						\$145.00/hr	
6 wheel dump truck w/ min 10' plow and sander						\$150.00/hr	
10 wheel dump truck w/ min 10' plow and sander						\$175.00/hr	
Tri-axle dump truck						\$175.00/hr	
Rubber Tires Backhoe w/ min 10' plow						\$175.00/hr	
Front End Loader 3-5 CY						\$175.00/hr	
Front End Loader 7+ CY						\$300.00/hr	
Tractor						No Set Rate	
Skid Steer						\$95.00/hr	
Skid Steer with 3-6' snow blower						\$175.00/hr	
Sidewalk Tractor (3' Plow)						\$175.00/hr	



**APPENDIX B**  
**PRICING PROPOSAL SNOW PLOWING & SNOW REMOVAL**  
**2020-2021 SEASON**

Snow Equipment	Size	Year	Make	Model	List Attachments	Maximum Hourly Rate Town Will Pay	Bid Rate per hour with Operator
Dual Rear Wheel 1 ton w/ min 9' plow (10-20,000 GVW)						\$90.00/hr	
Dual Rear Wheel 1 ton w/ min 9' plow and sander (10-20,000 GVW)						\$95.00/hr	
Single Rear Wheel 1 ton w/ min 9' plow (7-10,000 GVW)						\$85.00/hr	
3/4 Ton with min 8' plow (<7,000 GVW)						\$80.00/hr	
6 wheel dump truck with min 10' plow						\$145.00/hr	
6 wheel dump truck w/ min 10' plow and sander						\$150.00/hr	
10 wheel dump truck w/ min 10' plow and sander						\$175.00/hr	
Tri-axle dump truck						\$175.00/hr	
Rubber Tires Backhoe w/ min 10' plow						\$175.00/hr	
Front End Loader 3-5 CY						\$175.00/hr	
Front End Loader 7+ CY						\$300.00/hr	
Tractor						No Set Rate	
Skid Steer						\$95.00/hr	
Skid Steer with 3-6' snow blower						\$175.00/hr	
Sidewalk Tractor (3' Plow)						\$175.00/hr	

**PRICING PROPOSAL SNOW PLOWING & SNOW REMOVAL**

**2021-2022 SEASON**

Snow Equipment	Size	Year	Make	Model	List Attachments	Maximum Hourly Rate Town Will Pay	Bid Rate per hour with Operator
Dual Rear Wheel 1 ton w/ min 9' plow (10-20,000 GVW)						\$95.00/hr	
Dual Rear Wheel 1 ton w/ min 9' plow and sander (10-20,000 GVW)						\$100.00/hr	
Single Rear Wheel 1 ton w/ min 9' plow (7-10,000 GVW)						\$90.00/hr	
¾ Ton with min 8' plow (<7,000 GVW)						\$85.00/hr	
6 wheel dump truck with min 10' plow						\$150.00/hr	
6 wheel dump truck w/ min 10' plow and sander						\$155.00/hr	
10 wheel dump truck w/ min 10' plow and sander						\$180.00/hr	
Tri-axle dump truck						\$180.00/hr	
Rubber Tires Backhoe w/ min 10' plow						\$180.00/hr	
Front End Loader 3-5 CY						\$180.00/hr	
Front End Loader 7+ CY						\$305.00/hr	
Tractor						No Set Rate	
Skid Steer						\$100.00/hr	
Skid Steer with 3-6' snow blower						\$180.00/hr	
Sidewalk Tractor (3' Plow)						\$180.00/hr	

# Appendix C

## Sample Agreement

### EXAMPLE 2019-2020 Winter Plowing Agreement

Snow Plowing & Hauling or other assigned as needed **(Equipment to be as selected from bid)**

- Snow Hauling – Triaxle dump truck @ \$xxxxxx an hour
- Snow Hauling – Front End Loader @ \$xxxxxx an hour
- Snow Clearing – Bobcat with snowblower @ \$xxxxx an hour

The Town of Manchester by the Sea agrees to pay the Contractor for requested services furnished under this agreement in accordance with the hourly rates as detailed above and other provisions included in this agreement.

When working under this agreement, contractor labor and equipment shall work solely for and at the direction of the Town of Manchester by the Sea.

All equipment supplied for the purpose of plowing snow shall be registered and shall comply with all current requirements of the Massachusetts Registry of Motor Vehicles and Department of Transportation. All vehicles shall have sufficient warning lights visible from front and rear at all times.

It is the responsibility of the contractor to see that all operators of the vehicles and equipment are properly licensed under existing state laws and regulations. Valid registration, inspection and licensing for each vehicle and operator must be maintained at all times. All equipment must be legally registered and with a current inspection sticker for driving over all public roadways.

Contractor must furnish the necessary equipment to satisfactorily complete the work with operator, fuel, plow frame, and cutting edge. Under no circumstances can the Town of Manchester by the Sea DPW supply fuel.

Equipment contracted must be available at all times, seven days a week, 24-hours per day, including holidays and must be capable of responding within 30 minutes of notification.

All operators must report to the Manchester by the Sea DPW Garage, 85R Pleasant Street, Manchester by the Sea, MA 01944. Upon arrival the operator shall check in prior to beginning plowing. After snow plowing has been completed all operators must check in to the DPW Garage. There are no exceptions to this policy. Payment for labor and equipment shall be only for those hours actually worked.

A four-hour minimum will be paid for a call-in. The contractor shall be ready to head out to the assignment when they report; this means the equipment shall be ready with chains, plows, ballast etc. before heading out to the assignment.

The Contractor shall take all precautions for preventing injuries to persons and property. All contractors doing work for, or on behalf of, the Town of Manchester by the Sea must provide certificates of insurance, which show that the required insurance coverage, as described in Exhibit C, is carried for the duration of this agreement.

If any damage is caused by the contractor they will report it to the Town as soon as possible. If unreported damage is discovered by the Town, the contractor shall repair the damage at no cost to the Town within 24 hours of notification or the contract shall be subject to termination.

The Contractor shall defend, indemnify and hold harmless the Town, its agency and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, performance of the work called for under this contract, provide that any such claim, damage loss or expense (1) is attributable to bodily injury, sickness,

disease, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by an act or omission of the contractor or anyone for whose acts the contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

This agreement shall be effective from December 10, 2019 through April 28, 2020

I hereby certify that I have reviewed this agreement, am familiar with the requirements and procedures listed herein, and agree to provide the services as described.

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Manchester Authorized Signature

\_\_\_\_\_  
Date