

# TOWN OF OCEAN VIEW

201 CENTRAL AVENUE  
OCEAN VIEW, DE 19970

## Request for Proposal

### Open-End Municipal Snow Removal Services

**Proposal Number**  
**OVPZ&D 25-02**



**July 18, 2024**

**Issued By**

**Town of Ocean View**  
**Department of Planning, Zoning and Development**  
**201 Central Avenue**  
**2<sup>nd</sup> Floor**  
**Ocean View, Delaware 19970**  
**(302)539-9797, Ext. 110**

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## **SECTION 1**

### **INTRODUCTION**

#### **1.1 PURPOSE**

The purpose of this contract is to establish a five (5) year agreement with one (1) firm specializing in snow removal and salt application for de-icing of publicly owned roadways. Work is limited to roadways within the Incorporated Limits of the Town of Ocean View, Delaware. Engagement will be on-call with minimal notice at times.

Sealed bids for OVPZ&D 25-02 Open End Municipal Snow Removal Services Contract will be received by the Town Manager of Ocean View until **11:00 a.m. local time on Thursday, August 29, 2024**, at the Office of Planning, Zoning and Development, Wallace A. Melson Building, **201 Central Avenue, 2<sup>nd</sup> Floor, Ocean View, Delaware 19970**, at which time they will be opened, read, and recorded.

#### **1.2 CLARIFICATION OF TERMS**

Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as contractors (“Contractors”) in this document.

#### **1.3 NOTICE TO CONTRACTOR**

Before a Contractor submits the Proposal, it will need to become fully informed as to the extent and character of the work required and is expected to completely familiarize themselves with the requirements of this Contract’s specifications. Failure to do so will relieve the Contractor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be performed, it being understood that the submission of a proposal is an agreement with all the items and conditions referred to herein.

#### **1.4 SUBMITTAL REQUIREMENTS**

For evaluation purposes, each proposal submitted should include at least the following items in the order listed below with tabs or dividers between each section. If the proposal does not meet a specific requirement, the Town, at its sole discretion, may eliminate that prospective Contractor, or not, from consideration.

A. Cover Letter

The cover letter to the Contractors proposal must be signed by a representative authorized to legally bind the Contractor and include:

1. Name, telephone number and email address of a contact person with authority to answer questions regarding the proposal.
2. Identification of the firm as a corporation or other legal entity.
3. Delaware Business License.
4. Copy of Surety Bond in the amount of \$50,000.00.
5. Certificate of General Liability and Workman's Compensation Insurance.

B. Firm Experience and Capabilities

Provide the Town with a description of your firm and examples of your firm's commitment to the services set forth in this RFP and/or government clients in general, as well as a statement of qualifications demonstrating a minimum of three (3) years of experience performing similar work.

Please address the following:

- Summarize the organizational structure, ownership, and size of your firm plus its date of organization and current principal place of business.
- Provide a list of all government or private entities for which your firm has previously provided equivalent services.
- Specifically address your firm's experience with the type of services listed.

C Project Team Qualifications and Experience

- Name of Designated Managers
- Responsibility of all staff assigned to the account, as well as staff size and availability.

E. Manpower, Equipment and Material

The Contractor Shall provide a detailed expense chart showing the rates for all labor, equipment and materials as illustrated in the sample chart below. This list is not meant to be all inclusive. Please list all types of equipment that will be used and may be relevant to the Scope of Services.

NAME OF EMPLOYEE	CLASSIFICATION	HOURLY RATE	
Superintendent			
Foreman			
Laborer (unskilled)			
Operator			
Truck Driver			

EQUIPMENT	RATE
Pick-up Truck	
Dump Truck	
Skid Loader	
Front End Loader	
Other Truck	

Materials	RATE
Bulk Salt	
Bulk Brine	

E. Sub-Contractors

List any Sub-Contractors needed to provide any and all requirements of this RFP and identify all Sub-Contractors and/or other proposed members of the Project Team not mentioned to this point. Describe what portions of the requirements they would perform along with their experience, qualifications, and capabilities to provide specified services.

Respondents shall clearly state whether they intend to sub-contract any portion of the work herein. The names of all subcontractors together with a description and anticipated percentage of the potential work being subcontracted are to be provided to the best of your ability. The Prime Contractor assumes full liability and responsibility for the performance of all subcontractors.

F. Number of Copies

Please submit two (2) copies of the proposal and one (1) flash drive with the presentation in PDF format.

**END OF SECTION**  
**SECTION 2**

**GENERAL INFORMATION**

**2.1 ECONOMY OF PROPOSAL**

Proposal documents will be prepared simply and economically, providing a straightforward and concise description of the Contractors capabilities to satisfy the requirements of the proposal documents. Emphasis should be on completeness and clarity of content.

**2.2 RESPONSIBILITY OF THE CONTRACTOR**

- A. The Contractor will be responsible for the professional quality and technical accuracy of their advice and other services furnished in the proposal documents. The Contractor will perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of similar nature.
- B. Neither the Town's review, approval, or acceptance of, nor receipt of payment for any of the work/services required under the awarded Contract will be construed to operate as a waiver of any rights made under the Contract or any cause of action arising out of the performance of the Contract, and the Contractor will be liable to the Town in accordance with applicable laws for all damages to the Town caused by the Contractors negligent performance of the Contract.
- C. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.

**2.3 CONTRACT EXTENSION**

A written extension to the Contractor by the Town in the form of a Purchase Order or other contract documents will result in a binding contract. If the Contractor fails or refuses to sign and deliver the Contract and the required license, bond and insurance documentation, the Town will have the right to negotiate with any interested Contractor for these services. The Contractor will be required to execute the contract within fourteen (14) calendar days from the date on the extension letter. The Town will send the contract with the Notice of Extension letter and a Purchase Order.

## **2.4 AUDIT**

The Contractor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State Auditors will have full access to and the right to examine any of said materials during said period.

## **2.5 COLLUSION/FINANCIAL BENEFIT**

- A. The Contractor certifies that its completed Bid Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same work/services, without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Upon signing the Bid Document, the Contractor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents, siblings or children, or any other officers or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor and Council has received or has been promised, directly or indirectly, any financial benefit related to this Bid Document and subsequent Contract.

## **2.6 SUSPENSION OR TERMINATION FOR CONVENIENCE**

- A. The Town shall have the right, at any time by written notice, for its convenience, to terminate the work, in whole or in part.
- B. The Contractor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting work furnished pursuant to the Contract to the satisfaction of the Town and for which no previous invoice was submitted to the Town.
- C. In the event of termination, pursuant to Section B, the Town will pay the Contractor's expenses verified by final invoice as set forth in Section C for the following:
  - 1. Completed and acceptable work executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit (O&P) for such work.

2. Expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials or equipment as required by the Contract in connection with uncompleted work, plus fair and reasonable sums for O&P.

## **2.7 TERMINATION FOR CAUSE**

Either party may terminate the Contract in the event the other party has materially breached or defaulted on the performance of any obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided to the breaching party by the non-breaching party. Any termination will become effective at the end of this thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period. If a party defaults under any of the Contract's terms, the non-defaulting party will give the defaulting party a written notice of the default. The defaulting party has ten (10) business days after receipt of this notice to cure the default. If the defaulting party fails to cure this default within this defaulting time period, the non-defaulting party may exercise those remedies granted under the contract or applicable law. Notwithstanding the above, in the case of a failure to pay any amount due hereunder the period for cure of any such default following notice thereof will be ten (10) days and, unless payment is made within such period, the termination will become effective at the end of such a period.

**END OF SECTION**



## SECTION 3

### EVALUATION AND SELECTION PROCESS

#### 3.1 EVALUATION CRITERIA

An Evaluation committee consisting of Town staff will review all proposals. The committee members will independently evaluate the proposals based on the following criteria:

- |    |                                  |     |
|----|----------------------------------|-----|
| 1. | Firm Experience and Capabilities | 50% |
| 2. | Cost of Services Provided        | 30% |
| 3. | References                       | 20% |

The Evaluation Committee will evaluate the proposals and may ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Evaluation Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals in descending order.

#### 3.2 SELECTION

Selection will be made to one offeror deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the request for Proposals. The Town will then consider the selected offeror's generic rate proposal, after which negotiations may be conducted with the selected offeror, if and as needed. If an agreement deemed satisfactory and advantageous to the Town can be reached with the selected offeror at prices, terms and conditions considered fair and reasonable to the Town, an award will be made to that offeror. Otherwise, negotiations with that offeror will be formally terminated and negotiations may be conducted with other offerors.

At the conclusion of negotiations, the offeror may be asked to submit, in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with this offeror.

The Mayor and Town Council will make the final decision about any award on the recommendation of the Evaluation Committee and the Town Manager.

**END OF SECTION**  
**SECTION 4**

**SCOPE OF WORK**

**4.1 GENERAL**

The Town of Ocean View owns and maintains approximately 27 miles of roadway. The work under this Contract will consist of various individual task assignments on an as-needed basis.

**4.2 SCOPE OF CONTRACTOR SERVICES**

A. General

The Contractor shall furnish all necessary labor, materials, equipment, and incidentals to provide the Town of Ocean View with professional snow removal and de-icing services when required. The Town of Ocean View reserves the right to vary the number of personnel required from the Contractor dependent on the demand required to meet the urgency of the project. The task assignments may include, but not be limited to, the following:

- Snow removal along Town owned and maintained roadways.
- Salt application along Town owned and maintained roadways.
- Snow removal along Town owned and maintained sidewalks.
- Snow removal at parking areas for John West Park and 201 Central Ave.

This list is not meant to be all inclusive. The Contractor will receive direction from the Director of Planning and Development or the Director of Public Works. All work activities outlined in this contract shall require an immediate response and service within four (4) hours of notification.

**4.3 TASK ORDER ADMINISTRATION**

When the need for services arises, the Town will request the Contractor to mobilize forces to provide immediate or scheduled services. Work will be paid for on a time and material basis for actual work hours completed including travel time.

a. No Guaranteed Work.

The Town does not represent, warrant, covenant or guarantee that the Contractor will receive a task assignment.

- b Task Assignment.  
A Task Assignment is a written document issued by the Director of Planning and Development. Task Assignments will specify the scope of services to be performed, the period of performance, the fee schedule for any and all work to be performed, and any other information that the Town determines should be included in an individual Task Assignment.

#### **4.6 BASIS OF PAYMENT**

Payment will be made for each individual task assignment. The Contractor will be paid for all actual manhours worked, materials furnished by the contractor and actual hours of equipment usage necessary for the completion of the assignment including travel time.

#### **4.6 TENTATIVE SCHEDULE**

The tentative schedule for this request for proposals is as follows:

- Release of RFP: July 18, 2024
- Deadline for Questions: August 8, 2024
- Proposal Submission Deadline: August 29, 2024, 11:00 a.m.
- Selection Committee Reviews Completed: September 4, 2024
- Recommendation for Approval to Mayor and Council: September 10, 2024
- Notice to Proceed on or before October 1, 2024

**END OF SECTION**

**SECTION 5**

**NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Contractor Firm that has submitted the attached Bid Documents.
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents.
3. Such Bid Document is genuine and is not a collusive or sham Bid Document.
4. Neither the said Contractor Firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, convinced or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Bid Document in connection with the work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the prices or labor rates in the attached Bid Document or of any other Contractor, or to fix any overhead, profit, or cost elements in the Bid Document prices and labor rates, or Bid Document prices and labor rates of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any persons interested in the work.
5. The prices and labor rates quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_ By: \_\_\_\_\_  
Witness Signature

**END OF SECTION**

**SECTION 6**

**NOTICE OF AWARD**

[Contractor Name]  
[c/o]  
[Contractor Address]  
[Contractor Address]

Project Description: Open-End Municipal Snow Removal Services

The Town of Ocean View has considered the Completed Proposal Document submitted by your organization for the above referenced project. The award of this contract has been approved by the Mayor and Town Council at their \_\_\_\_\_ meeting. You are hereby notified that your Completed Proposal Document has been accepted for Open End Municipal Snow Removal Services for a five (5) year period beginning at the time of Notice to Proceed.

You are required to execute the Contract, furnish your organizations State of Delaware Business License, Town of Ocean View Business License, and furnish the Contractors Certificate of Insurance within fourteen (14) days from the date of this Notice to you.

You are also required to return an acknowledged copy of this Notice of Award to the Town of Ocean View.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Carol S. Houck – Town Manager  
Town of Ocean View, Delaware

**ACCEPTANCE OF NOTICE**

Receipt of Notice of Award is hereby acknowledged by:

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF SECTION  
SECTION 7**

**CONTRACT**

THIS CONTRACT made this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between the Town of Ocean View, hereinafter called "Town" and \_\_\_\_\_ doing business as a corporation hereinafter called "Successful Contractor".

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Contractor will furnish material, supplies, tools, equipment, labor and other services necessary for the completion of the work described herein.
2. Successful Contractor will commence work required by the Contract Documents within fourteen (14) calendar days after the date of the Notice to Proceed unless the period for commencement is extended otherwise by Contract Documents.
3. Successful Contractor agrees to perform all work described in the Bid Documents and comply with the terms therein.
4. The term "Contract Document" means and includes the following:
  - a. Advertisement
  - b. Section 1: Introduction
  - c. Section 2: General Information
  - d. Section 3: Evaluation and Selection Process
  - e. Section 4: Scope of Work
  - f. Section 5 : Non-Collusive Affidavit
  - g. Section 6 : Notice of Award
  - h. Section 7: Contract
5. The Town will pay the successful Contractor in the manner and at such times as set forth in the Bid Documents.
6. The Contract will be binding upon all parties hereto have executed or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

CONTRACTOR:

TOWN:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Carol S. Houck, Town Manager