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**TOWN OF EPPING, NEW HAMPSHIRE  
REQUEST FOR PROPOSAL  
SNOW REMOVAL AND SALT APPLICATION**

**I. REQUEST FOR PROPOSALS**

The Town of EPPING, NH, is soliciting proposals for plowing/shoveling snow and applying salt and sand to School and Town parking lots and sidewalks. Proposals shall be based on a flat monthly cost, including December through March, with a maximum of 65 inches for the season. Snowfall amounts will be verified with the National Weather Service. The Town and School will enter into a contract with the successful bidder after approval by the Board of Selectmen.

**II. BACKGROUND**

The Town and School will select a contractor to perform snow removal and salt application for the winter. A plowable storm shall be any accumulation in excess of 2 inches. Salt application shall be performed for accumulations less than 2 inches.

**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 EPPING 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 products 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 of the Town or Contractor may possess in the event of the Contractor's failure to perform.

The Town of EPPING 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 EPPING 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 EPPING.

#### **V. PERFORMANCE REQUIREMENTS**

The contractor will perform all tasks in a manner that meets the expectations of the School and Town. All work must be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations. Snow removal and salt application shall be done in a timely manner in relation to a given building's operating schedule.

#### **VI. SCOPE OF SERVICES**

**1. Work:** The Contractor shall provide labor, fuel, and equipment to provide winter maintenance services, including snowplowing, shoveling, snow blowing, as well as the application of deicing and traction materials for the School and Town between December 1st, 2023 and March 31<sup>st</sup>, 2024. An extension of the contract can be granted if all parties agree.

**2. Services:** The Contractor shall designate drivers/operators who possess valid New Hampshire driver's licenses for the equipment to be operated and State of New Hampshire registered trucks/equipment with a plow and sander to be ready and available for service upon request by the Road Agent or designated operation leader at any given time. It is understood and agreed that the drivers/operators will be on call and available during snow and precipitation that appears to or is going to accumulate. The Contractor shall make all efforts to provide the same drivers/operators with the same pieces of equipment that will operate on a designated route. The driver shall make every effort to plow/apply materials safely and expeditiously.

**Staking-** The contractor will stake lots, roads, and walkways in November as needed.

**Plowing-** Plowing will begin when there is a minimum of 2" of accumulation. During each storm, access to the nearest public street will be maintained. Full clean-up will begin when the storm has ended. 1" of ice equals 12" of snow in yearly accumulation totals towards 65".

**Walkways-** Access to primary entrances will be maintained during a storm (if applicable). Complete clean-up will begin after the storm has ended, including primary and secondary entrances, loading docks, and garage doors (if applicable).

**De-icing Applications-** Ice melt and salt will be used as needed during storm conditions. The Town reserves the right to request more salt as needed.



**3. Equipment:** Bids should include detailed descriptions of equipment that will be used for snow removal and salt application.

## **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 subcontractors, 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 EPPING 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.
- All contract operators must remain drug and alcohol-free while operating equipment servicing the Town.

## **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.

## **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 EPPING and how responsive they will be in terms of cost efficiency to the Town of EPPING.

## **X. PROPOSAL DEADLINE**

Proposals are due by 5:00 p.m., Friday, October 27, 2023. Proposals should be submitted to the Select Board office in person at EPPING Town Hall, 157 Main Street, EPPING NH



03042. Proposals received after the deadline will be rejected. Proposals shall be put in a sealed envelope labeled “WINTER MAINTENANCE SERVICES.”

## **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 EPPING 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 by October 27<sup>th</sup> to:

Epping Town Hall  
157 MAIN STREET, EPPING, NH 03042  
Tel: (603) 679-5441 ext. 4  
[waterandsewer@townofepping.com](mailto:waterandsewer@townofepping.com)

Proposal Preparation: In order to facilitate the 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 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 after the 65-inch maximum is reached. 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

6. Contract rate for flat monthly price for the winter season, itemizing each building's separate cost. Please provide hourly rates for additional salt application requests.

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 the 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.





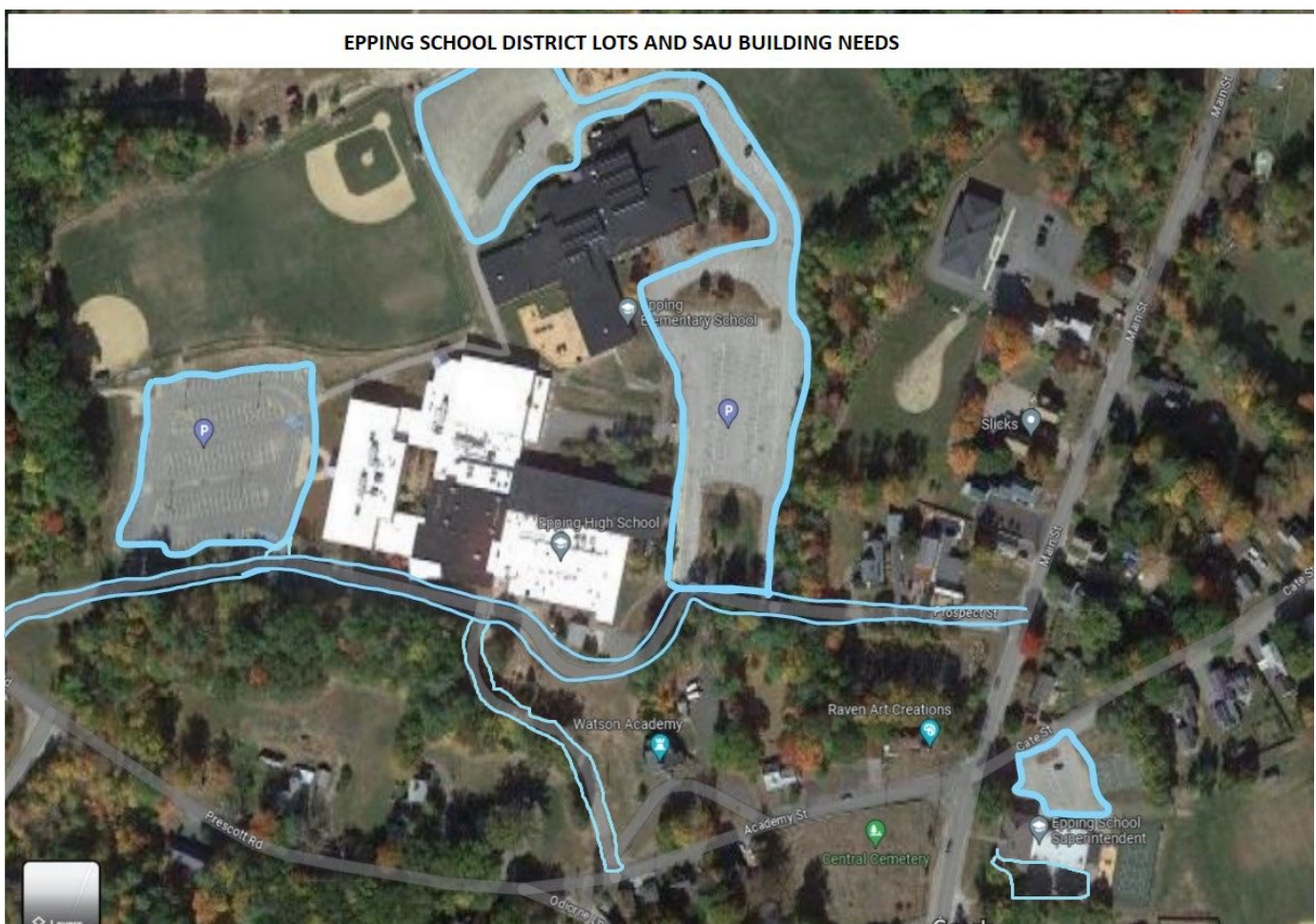
## LOCATIONS FOR WINTER REMOVAL AND MAINTENANCE:

### Epping School District parking lots:

SAU 14 lot located at 213 Main Street Epping NH 03042

Epping Middle High School located at 33 Prescott Road Epping NH 03042

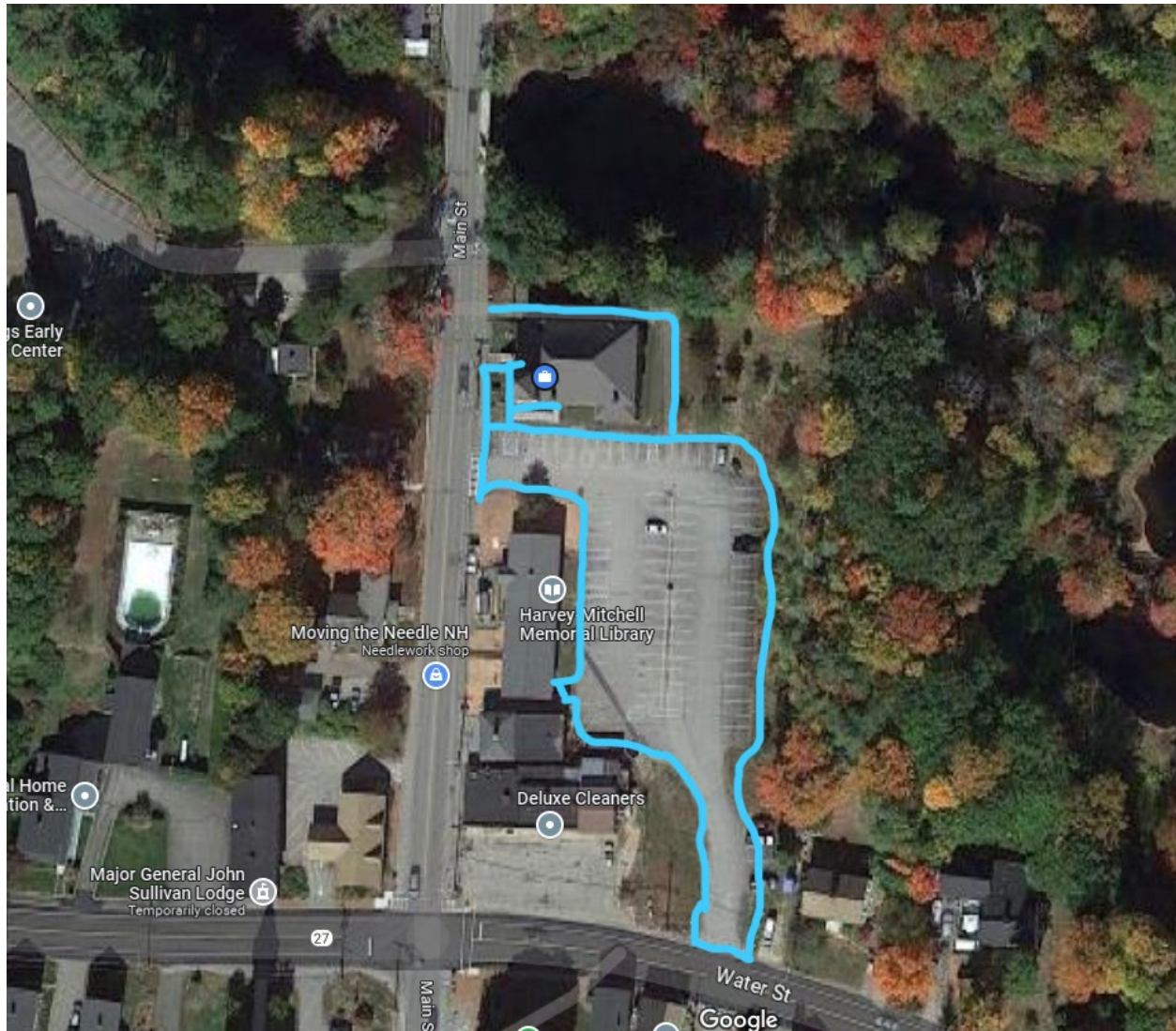
Epping Elementary School located at 17 Prospect Street Epping NH 03042





## Town Hall:

Parking lot, sidewalks, and handicap ramps.

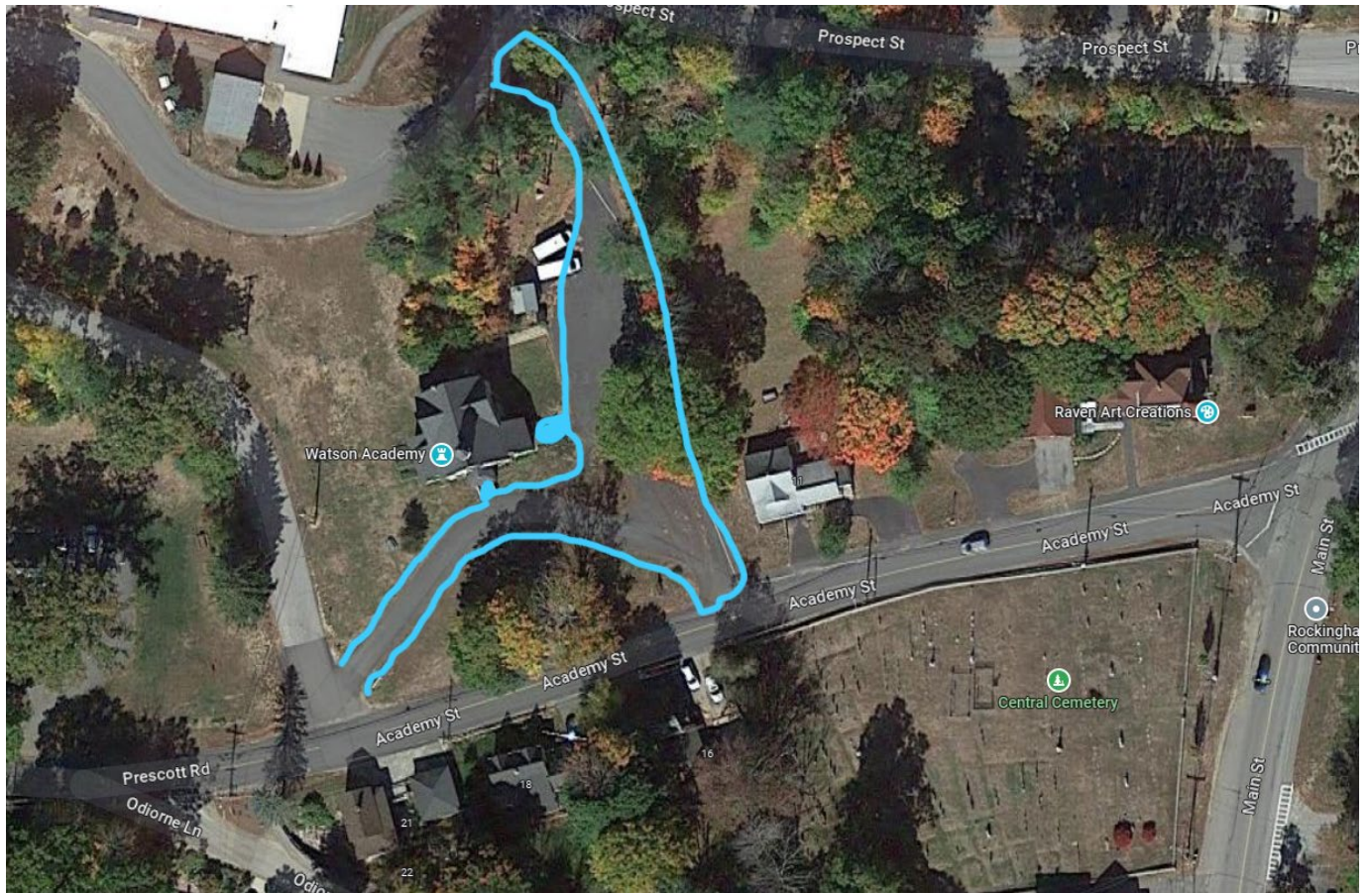






## Watson Academy:

Parking lot, sidewalks, and handicap ramps.







### Safety Complex:

Parking lot and sidewalks.

