

City of Salem

2016-2017

Snow Plowing, Salting & Sanding Application

Please make sure all vehicles are inspected by Wednesday October 19th, 2016

Instructions for Applicant

- Snowplow Applications will be available for pick-up or download on September 19th, 2016.
- Please fill out application entirely and send accompanying documents listed on the checklist.
- Once application is received in Purchasing, you need to have your vehicle inspected by Steve in Central Motors, he can be reached at 978-745-2676.
- **PLEASE have your vehicle inspected NO LATER THAN October 19th, 2016.**
- When we receive the sign off sheet on the equipment form from Steve, we will proceed to put together a contract and mail it out to you with a notice of “Intent to award” letter.
- Please sign and return as soon as possible.
- Once signed contract is received it will be sent around to necessary department for signatures.
- When all signatures are obtained and the contract is complete, one copy of the contract will be mailed to you with a “Notice to Proceed”.

If you have any questions or concerns, please feel free to contact the Purchasing Dept. at 978-619-5696, or via email at ycolon@saalem.com.

FY 2017 Snow Plow Packet Checklist

- ☐ Cover Letter
- ☐ Certificate of Insurance
- ☐ W-9
- ☐ Equipment Form

CITY OF SALEM
LEGAL NOTICE

2016-17 Snow Plowing, Salting and Sanding

Interested contractors may now obtain instructions, specifications, and other necessary forms at the office of the City Purchasing Agent, 93 Washington St, 2nd Floor, Salem, MA. Awards will be made by the Purchasing Agent, subject to Mayoral approval. The City of Salem reserves the right to waive informalities in the quoting procedure, or reject any or all bids, if deemed in the City's best interest. The Vendor must obtain Certificate of Liability Insurance.

Office Hours:

Mon., Tues., Wed., 8:00 AM – 4:00 PM

Thurs. 8:00 AM – 7:00 PM

Fri 8:00 AM- 12:00 PM

Whitney Haskell
Purchasing Agent

Tuesday, September 13th, 2016

City of Salem, MA
Purchasing Department

Snow Plowing, Salting and Sanding

COVER SHEET

Contact Name: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

Email: _____

Please read the attached instruction carefully and include all necessary information.

The City reserves the right to reject any and all bids if it is deemed to be in the best interest of the City.

Please submit your completed bid package to:

Office of the Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970



REQUIRED CERTIFICATIONS

1. NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

2. TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

3. CORPORATE BIDDER (*if applicable*):

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Federal Tax Identification or Social Security Number)

(Date)

SPECIFICATIONS FOR PLOWING SALTING AND SANDING

A. General

1. Contractor shall furnish driver/operator and vehicle with sanders, plows or spreaders.
2. Contractor shall commence and terminate operation only upon the order of the Director of Public Services ("Director") or his designee.

B. Billing and Rates

1. Contractor's billing must agree with the starting and finishing times recorded by the Salem Department of Public Services.
2. Time shall be computed to the nearest quarter hour.
3. Drivers shall be allowed one fifteen minute break during each four hour work period.
4. The first break may be taken after the third hour.
5. Drivers must notify the Supervisor of the break.
6. Compensatory time is not allowed for standby, breakdown, or meals.
7. No additional allowance will be made for the transportation, or mobilization of equipment.
8. All quotes rates shall remain in effect during the period of November 1, 2015 through May 1, 2016.
9. The City will not increase rates during the season for fuel adjustments.
10. No premium rates will be accepted for nights, weekends, and holidays.
11. Invoices shall be submitted, within forty eight hours of the end of the storm, to:
John Tomasz , Director
Department of Public Services
5 Jefferson Avenue

C. Indemnity and Insurance

1. The Contractor shall indemnify and save harmless the City of Salem, the City's agent and employees, from and against all losses and all claims, and demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of said Contractor, his agents, or employees, in the execution of the work or in guarding the same.
2. **Insurance Coverage:**

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability

Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for

a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages to or destruction of property.

The Certificate of Liability must be endorsed with the City of Salem added as additional insured and noted for Plowing for a Municipality.

D. Work

1. Contractor must be available any hour of the day, seven days per week, including holidays.
2. Equipment and operators will be assigned districts at the discretion of the Director.
3. Contractor shall arrive at his designated route within thirty minutes.
4. The City will guarantee each selected Contractor a minimum of four hours, upon registering at the DPW Garage, after being called in.
5. Plowing shall be done as close to bare pavement as possible and to the maximum width, curb to curb, unless otherwise specified by the Supervisor and approved by the Director or his designee.
6. Sanding or salting Contractors shall add calcium chloride provided by the City, to each load of sand or salt as instructed by the Director.
7. If the Director determines that the Contractor is not performing as required, the City shall have the right to terminate the contracted service immediately upon verbal notice followed by written notice from the Director.
8. Contractors will be assigned a City cellphone in order to facilitate communications between the D.P.S. and the Contractor.

E. Equipment

1. All equipment must be inspected prior to award of a contract by the Director or his representative at the Public Works Garage, 5 Jefferson Avenue, Salem, MA 01970.
2. All equipment must be identified on the quote sheet.
3. Equipment in poor condition, or otherwise judged to be inadequate, will be disallowed and must be replaced by the Contractor.
4. In the event of a breakdown, the Contractor shall immediately notify the D.P.S. dispatcher, or

in the case of a school route, the School's director.

5. Vehicles that are broken down for more than thirty minutes per storm, will removed from the clock for all time not worked.
6. Small trucks for plowing shall be a minimum of $\frac{3}{4}$ ton with four wheel drive and a minimum blade length of 7 $\frac{1}{2}$ feet.
7. Six wheel, or larger, dump trucks for plowing shall be equipped with a minimum 5 cubic yard body and shall be powered by an engine which at minimum is equivalent to an F-700.
8. Payloaders for plowing and snow removal shall be equipped with a minimum 3 cubic yard bucket.
9. Vehicles for sanding/salting shall have a minimum 7 cubic yard spreader.

ATTACHMENT A-RATES

2016-2017 Season

Equipment	Rate/Hour
4 x 4 SRW 7-10,000 GVW	\$85.00
DRW DUMP 10-20,000 GVW	\$90.00
6 Wheel Dump 20-30,000 GVW	\$145.00
6 Wheel Dump 30-40,000 GVW	\$145.00
10 Wheel Truck/Sander with Plow	\$175.00
3-5 Yard Loader (6 hr. minimum)	\$175.00
Skid Steer Loader	\$95.00
8 ft. Snow Blower (6 hr. minimum)	\$160.00
Loader with Detachable Snow Blower (Minimum 100" width)	\$350.00
Dingo Type Sidewalk Tractor	\$125.00
Cat Skid Steer or Bobcat with Plow	\$125.00

*Rates include driver.

**Guaranteed four-hour minimum.

2016-2017 SEASON

Equipment Form

#	Vehicle Year	Make	Model	GVW	Vehicle I.D.	Mileage	Gas/Diesel	Plow Capacity (cu. yds.)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

Contact Name: _____
Company/Organization: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____
Cellphone: _____

Authorized Signature _____

For office use only:

Inspection Complete:

Date _____

x _____
Steve Tassinari

**CITY OF SALEM
SNOW PLOWING, SALTING AND SANDING
DEPARTMENT OF PUBLIC SERVICES
CONTRACT # S-14**

This Contract made this XXX day of XXXXXX XXXX, by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, 93 Washington Street, Salem, MA 01970 (hereinafter, the “City”), and XXXXXX a corporation with a business address at XXXXXXXXX (hereinafter, the “Vendor”).

**Article 1
Scope of Services**

The Vendor shall furnish XXXXX in accordance with terms and conditions of the application package which is incorporated herein in full. Contract documents shall include said application package, equipment form, and Insurance Certificates, all of which are incorporated by reference.

**Article II
Term of Contract**

This contract shall become effective November 1, 2016 and terminate April 30, 2016.

**Article III
Compensation**

Compensation products furnished pursuant to the Contract shall be paid in compliance with the rates listed in Attachment A.

**Article IV
Affirmative Action**

The parties hereto agree that it shall be a material breach of the contract for the Vendor to engage in any practice which shall violate any provision of the Massachusetts General Laws. Chapter 151B, relative to discrimination or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

**Article V
Compliance with Laws**

The Vendor shall comply with all Federal, State, and local laws, rules, regulation and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits and approvals.

**Article VI
Incorporation of G.L.**

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as through such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Vendor.

Article VII Independent Contractor

The Vendor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the City for any purpose.

Article VIII City's Liability

The City's liability under this Contract shall be to make all payments when they shall become due, and the City shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Mayor, City Council or other officer in the City, or their successors in office, personally liable for any obligation under this Contract.

Article IX Indemnification

The Vendor shall indemnify and hold harmless the City, its officers, boards, agents and employees, commissions, and committees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any negligent act, omission or default on the part of the Vendor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the City may retain out of any payments, then or thereafter due to the Vendor, a sufficient amount to protect the City against such claims, costs and expenses.

Article X Insurance

A. The Vendor shall obtain and maintain during the term of this Contract the insurance coverage required in the Invitation for Bids

B. All policies shall identify the City as an additional insured (except Workers' Compensation) and shall provide that the City shall receive written notification at least 30 days prior to the effective date of any amendments or cancellation. Certificates evidencing all such coverage shall be provided to the City upon execution of this Contract. Each such certificate shall specifically refer to the Contract and shall state that such insurance is required by the Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for termination.

Article XI Assignment

The Vendor shall not assign, sublet, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the City and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the City.

Article XII Inspection and Reports

The City shall have the right, at any time, to inspect the work of the Vendor, including the right enter upon property owned or occupied by the Vendor, whether situation within or beyond the limits of the City. Whenever requested, the Vendor shall immediately furnish to the City full and complete written report of his operation under this Contract in such detail and with such information as the City may request.

Article XIII Termination for Cause

If, at any time during the term of this Contract, the City determined that the Vendor has breached the terms of this Contract by negligently or incompletely performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the City, or by not complying with the direction of the City or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provision, the City shall notify the Vendor in writing stating therein the nature of the alleged breach and directing the Vendor to cure such breach within 10 days. The Vendor specifically agrees that it shall indemnify and hold harmless the City as provided in Article IX, from any loss, damage, cost, change, expense or claim arising out of resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the Vendor fails to cure said breach within 10 days, the City may, at its election at any time after the expiration of said 10 days, terminate the Contract by giving written notice thereof to the Vendor specifying the effective date of termination. Upon the date so specified, this Contract shall terminate. Such termination shall not prejudice or waive any rights or action which the City may have against the Vendor up to the date of such termination and the Vendor shall be liable to the City for any amount which it may be required to pay in excess of the Contract sum provided herein in order to complete the work specified herein in a timely manner.

XIV Notice

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Article XV Severability

If any term of condition of the Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.

Article XVI
Governing Law

The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Vendor submits to the jurisdiction of any of the appropriate courts for the adjudication of disputes arising out this Contract.

Article XVII
Entire Agreement

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by written document executed by the parties hereto.

XXXXXXXX

By:

CITY OF SALEM:

By:

Authorized Signature

**Kimberley Driscoll,
Mayor**

Authorized Officer (print name)

**Sarah Stanton,
Finance Director**

Title

**XXXXX
XXXXXXXXXX**

**Whitney Haskell,
Purchasing Agent**

Approved as to form:

**Elizabeth Rennard, Esq.,
City Solicitor**

ATTACHMENT A-RATES

Equipment	Rate/Hour
4 x 4 SRW 7-10,000 GVW	\$85.00
DRW DUMP 10-20,000 GVW	\$90.00
6 Wheel Dump 20-30,000 GVW	\$145.00
6 Wheel Dump 30-40,000 GVW	\$145.00
10 Wheel Truck/Sander with Plow	\$175.00
3-5 Yard Loader (6 hr. minimum)	\$175.00
Skid Steer Loader	\$95.00
8 ft. Snow Blower (6 hr. minimum)	\$160.00
Loader with Detachable Snow Blower (Minimum 100" width)	\$350.00
Dingo Type Sidewalk Tractor	\$125.00
Cat Skid Steer or Bobcat with Plow	\$125.00

*Rates include driver.

**Guaranteed four-hour minimum.