

**VILLAGE OF DENMARK
REQUEST FOR BIDS FOR SNOW REMOVAL AND SALTING SERVICES**

1. Description of Work

The Village of Denmark (the “Village”) is accepting written bids (“Bids”) from qualified vendors for snow removal and salting services on Village owned streets, lots, drives and sidewalks for a three (3) year period covering the 2024-2025, 2025-2026, and 2026-2027 winter seasons with the option of renewal. Vendors submitting bids (“Bidders”) are required to read this Request for Bids (“RFB”) in its entirety and follow the instructions contained herein.

This RFB provides specifications and describes the services required for snow removal and ice control on approximately 14.6 miles of Village roads, and approximately 6,063 lineal feet of Village sidewalks, drives and various Village-owned parking lots. Some of the sidewalks, drives and Village-owned parking lots are temporarily owned by the Village. The Village has the right to remove them from the statement of work at any time. If a temporary item is removed from the statement of work, the contract amount shall be reduced pro rata based on the fixed price amount for the removed temporary item and the date the item is removed.

The Village will supply salt for ice control on the Village streets. Sand will be supplied by the contractor when deemed necessary according to the snow-plowing guidelines. De-icing agents for sidewalks shall be supplied by the successful Bidder and must be environmentally friendly and approved as safe for use on concrete and asphalt surfaces.

2. Consideration/Award of Contract

The Village of Denmark reserves the right to accept or reject any and all Bids submitted, in whole or in part, and to waive any informalities or technicalities which at the Village’s discretion is determined to be in the best interests of the Village. Further, the Village makes no representation that a contract will be awarded to any Bidder responding to this RFB. The Village expressly reserves the right to reject any and all Bids responding to this RFB without indicating any reasons for such rejection(s).

The Village will evaluate Bids based on equipment, experience, references, and cost of services. The Village reserves the right to consider all information it regards relevant to determine the responsibility of the Bidders. The award of the contract shall be to the most responsible Bidder offering a compliant proposal that is deemed to be most advantageous to the Village. This will not necessarily be the lowest bid. A responsible Bidder is one who is not only financially responsible, but who is also possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform the Services and to fulfill the Contractor Agreement according to its terms. The Village reserves the right to select the Bidder who it determines will best serve the needs of the Village.

Each Bidder is responsible for reviewing the sample snow removal agreement prior to submission of its Bid. This agreement form will serve as the basis of the contract resulting from this RFB. The resulting contract will control over any different legal terms in this RFB. By submitting a Bid, the

Bidder affirms its willingness to enter into a contract containing the terms of the sample agreement. While the Village strives to provide the most appropriate sample agreement for this RFB, the Village reserves the right to modify the sample form for any resulting contract. The Village does not negotiate legal terms prior to award.

The Village reserves the right to postpone due dates and openings for its own convenience and to withdraw this RFB at any time without prior notice.

3. Scope and General Requirements

The Village recognizes that snow removal and/or salting is dependent upon the weather and as such, the following are general requirements of the Village in terms of service to be provided, which the Bidder shall confirm its ability and willingness to comply within its proposal:

- The Village prefers that the successful Bidder be located locally.
- The successful Bidder shall be available to perform the Services 24 hours per day, 7 days per week.
- The successful Bidder shall perform the Services requested at any time by the Village. Services are anticipated to be requested to be performed outside of regular business hours and on weekends.
- The successful Bidder shall plow all roads when snow depth reaches two (2) inches or greater; provided, however, the Village reserves the right to change the depth of snow requiring plowing.
- The successful Bidder shall apply salt only when it is effective and salt applications should not be applied in lieu of plowing.
- The successful Bidder shall follow the current *“Guidelines for Snow Plowing and Ice Control for the Village of Denmark.”*
- The successful Bidder shall provide the number of employees necessary to complete the required work in a timely and efficient manner during all snow events.
- The successful Bidder shall have sufficient and fully operational equipment to ensure that the Services can be consistently maintained throughout the winter season. Each Bidder shall attach a list thoroughly describing such equipment and the location at which the equipment is stored as part of the bid proposal.
- The successful Bidder will be solely responsible for all fuel, blades, equipment, labor, insurance and repairs, and unit prices will be inclusive of all costs and expenses associated with providing the Services and complying with the contract.
- All employees must be appropriately licensed and/or registered by or with the State of Wisconsin, where required by law.
- All equipment must be validly registered and/or licensed by or with the State of Wisconsin, where required by law, and clearly identified with the successful Bidder’s identification markings.
- The successful Bidder shall not assign the contract or any of its responsibilities under the contract without the consent of the Village.
- The successful Bidder shall provide monthly invoices that itemize the work performed by date and detailing hours, equipment and employees used. A proposed time sheet that will be used to track hours, employees and equipment must be submitted with the bid.

4. REQUEST FOR COSTS FOR SERVICES

Each Bidder shall provide individual pricing for snow removal and salting services as follows:

Fixed Price: Fixed price for each snow and or ice event including snow removal and salting services for Permanently owned Village streets, sidewalks, drives and lots for a 3-year period for the 2024-2025, 2025-2026 and 2026-2027 seasons with the minimum equipment as specified below.

Fixed Price: Fixed price for each snow and or ice event including snow removal and salting services for the itemized Temporarily owned Village sidewalks, drives and lots for a 3-year period for the 2024-2025, 2025-2026 and 2026-2027 seasons with the minimum equipment as specified below. Temporarily owned sidewalks, drives and lots may be removed from the statement of work at any time.

Hourly Services: Fixed hourly price for each piece of equipment including operator for snow removal and sand/salt applications when so ordered by the Village.

Charges stated in the Bids shall be all inclusive, and shall include equipment, labor, materials, and all other expenses, including anticipated profit. Equipment to be used shall be described in the Bid as fully as possible, including the capacity of hauling equipment in cubic yards.

5. RESPONSE TIME

The successful Bidder is required to know when to respond to snow events and determine whether conditions warrant snow plowing and/or salting services to ensure safe driving conditions during peak travel times. In the case of major snow accumulation, the successful Bidder will provide on-going services after the storm to make sure that all of the subject roads are cleared of snow. The Village expects the successful Bidder to give first priority to Village streets during and after a snow event.

6. SNOW PLOWING AND SALTING EQUIPMENT

Minimum Equipment Requirements:

1. Two (2) dump trucks with plow, wing and salt spreader (or equivalent).
2. One (1) loader with plow and bucket.
3. One (1) snow blower with sweeper and salt spreader attachment (or equivalent).
4. One (1) shovel.

Each Bidder shall provide a complete list of all equipment, and trucks including size, dump truck capacity, age, miles or number of hours that will be used for performance of the work proposed in its Bid, and the location where each piece of such equipment is and will be stored during the term of the contract.

The Bidder may also propose additional plowing equipment.

7. INSURANCE

During the term of the contract, the successful Bidder shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers approved by the Village, that includes, but is not limited to:

- Commercial general liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of the Bidder under the contract.
- Owners and contractors protective liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage. The Village shall be “Named Insured” on this coverage.
- Business auto liability with limits no less than \$1,000,000 per accident, to cover damages because of bodily injury or property damages caused by an accident and resulting from ownership, maintenance or use of any auto, including owned, hired, and non-owned autos, and of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle laws.
- Workers’ compensation insurance with limits no less than the statutory minimums, covering liability arising out of the Bidder’s employment of workers and anyone for whom the Bidder may be liable for workers’ compensation claims. Workers' compensation insurance is required and no “alternative” form of insurance is permitted.
- Employers liability insurance with limits no less than \$1,000,000 for each accident and disease.
- Any other insurance pertinent to this RFB and required by the Village.

The successful Bidder shall not commence work under the contract until it has obtained and provided the Village with proof of the insurance required hereunder in a manner acceptable to the Village.

All coverage shall be with insurance carriers licensed and admitted to sell insurance in the State of Wisconsin. All coverage shall be with carriers acceptable to the Village.

On commercial general liability and business auto liability insurance coverage must include additional insured status in favor of the Village and its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the Village (“Village Parties”). These policies shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage is primary, contributing or excess.

Workers' compensation, commercial general liability, owners and contractors protective liability and business auto liability insurance, as described above, shall: (a) be endorsed to waive all rights of subrogation in favor of the Village Parties; and (b) be endorsed to provide 30 days' prior written notice by the insurance carrier to the Village Clerk for cancellation, nonrenewal, or substantial modification.

Prior to execution of a contract with the Village, the successful Bidder shall provide the Village with certificates of insurance and/or policies for the required insurance coverages in form acceptable to the Village.

8. CARE AND DILIGENCE

The Services to be rendered by the successful Bidder shall be performed in a safe, competent and efficient manner.

The successful Bidder shall be responsible for the repair of any lawns, landscaping, mailboxes, curbs, driveways or other property damaged during snow removal. Repair of lawns, landscaping, curbs, driveways and other property damage, except for mailboxes, shall be completed on or before May 1st of each year. Damaged mailboxes must be temporarily set up within 24 hours of the occurrence of damage in order to receive mail and must be permanently repaired on or before May 1st of each year, following the snow removal season.

The Village may, in its discretion, withhold payments due after March 1st of each year as security for the completion of the repairs required under this section. The Village reserves the right to repair any damages with other sources if the successful Bidder fails to do so within a reasonable time of notice and bill the successful Bidder for the associated cost.

The successful Bidder agrees that any consumption of alcohol or use of controlled substances before or during working hours or driving or working under the influence of alcohol or controlled substances, by its employees is strictly forbidden and shall constitute grounds for contract termination.

9. CONTACT PERSON

The successful Bidder shall provide, in writing, the name of a contact person (employee or subcontractor), a phone number, and an emergency number that the Village shall use for disposition of problems.

10. CONTRACT TERMINATION

The Village reserves the right to terminate the contract with the successful Bidder upon thirty (30) days written notice due to poor performance or for any reason deemed to be in the Village's best interest. The Village will be solely responsible for determining acceptable performance levels. The Village reserves the right to re-award or re-bid the contract in whatever manner is deemed to be in the Village's best interest.

11. BIDDER'S QUALIFICATIONS

- A. Each Bidder must confirm that it has a minimum of five (5) years of experience in snow removal and salting.
- B. Each Bidder must submit a list of at least five (5) references, preferably at least three (3) municipalities, and/or a large plaza or mall for which it has performed similar services. The list must include the referring organization's name, contact person's name and title, telephone number, email (if available) and length of service provided to reference.
- C. Each Bidder shall provide a list of other current contracts for the season and indicate which equipment will be used for other contracts.
- D. Each Bidder must submit a list of equipment including size, capacity, age, and number of miles or hours.
- E. Each Bidder must submit a list of employees, including for each employee his or her years of experience in the industry.
- F. Each Bidder must submit invoicing and record-keeping procedures for hour services and salt applications.

In addition to the information required above each Bidder is requested to provide alternatives that will either lower costs and/or improve services.

12. TAXES

The successful Bidder shall be responsible for timely and fully paying all applicable federal, state and local income, business, property, payroll, unemployment, sales and other taxes, assessments and levies, and shall hold harmless and indemnify the Village against any liability for same.

13. COMPLIANCE WITH LAW AND REGULATIONS

The successful Bidder must comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to, applicable OSHA requirements and the Americans with Disabilities Act.

14. INDEPENDENT CONTRACTOR

The successful Bidder shall be considered an independent contractor and not an employee or agent of the Village.

15. SUBCONTRACT OR ASSIGNMENT

The successful Bidder may not subcontract, assign, or delegate services or responsibilities under the contract without the Village's written consent. Written consent is obtained by submitting subcontractor name, employee names, list of equipment, list of insurance, and a subcontractor snow removal plan.

16. EXCEPTIONS:

Where an exception to any specification is taken, such exception shall be clearly indicated and fully explained by the Bidder.

17. PUBLIC RECORDS:

Bidders are notified that all information submitted in response to this RFB may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public records laws. Information qualifying as "trade secrets," as defined in Wis. Stat. § 134.90, may be held confidential.

Bidders shall seal separately and clearly identify all information they deem to be "trade secrets." Do not duplicate or co-mingle information deemed to be "trade secrets" and sealed elsewhere in your Bid package.

The Village cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The Village cannot consider the following as confidential or trade secret: (a) the Bid in its entirety; (b) price information; or (c) the entire content of the resulting contract. The Village will not provide advance notice to Bidders prior to release of any requested information.

To the extent permitted by such laws, the Village intends to withhold the contents of Bids from public view until such time, in the Village's opinion, as competitive or bargaining reasons no longer require non-disclosure. At that time, all Bids will be available for review in accordance with such laws.

18. BIDDER'S RESPONSIBILITY:

Each Bidder shall examine this RFB and shall exercise its judgment as to the nature of the works required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Bidder to fulfill the requirements of the resulting contract.

VILLAGE OF DENMARK SNOW REMOVAL AND SALTING PROPOSAL

PROPOSAL FOR SERVICES

The Bidder proposes to do all of the work defined in the RFB for the prices stated below. The Bidder certifies and declares that this proposal warrants to the Village of Denmark the following items:

1. The Bidder has examined and fully understands the instructions to Bidders, Bid specifications, and all other documents and addendums that have been supplied as part of the Village's RFB for Snow Removal and Salting Services.
2. The Bidder acknowledges that it is an independent contractor, and no employee of the successful Bidder shall represent or act as an agent of the Village.
3. The Bidder has examined the streets, sidewalks, drives, and lots that are the subject of the RFB, and is familiar with conditions surrounding the snow removal and salting requirements.
4. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of fuel, equipment, labor, insurance, repairs costs and all other costs and expenses that are or may be associated or incurred by the Bidder in connection with performing the services as required.
5. The work will be performed in accordance with all elements set forth in the RFB.
6. This proposal is made in good faith and without fraud or collusion.
7. This Bid is based solely upon the Bidder's own independent experience and business judgment.
8. The Bidder acknowledges and agrees that the instructions to Bidders, Bid specifications, and all other documents and addendums that have been or will be supplied as part of the RFB shall be considered an integral part of this Bid proposal and will be made part of the contract that Bidder hereby agrees to enter into with the Village if awarded this project.

9. The costs to provide snow removal and salting shall be as follows:

DESCRIPTION:	Season 1 2024-2025	Season 2 2025-2026	Season 3 2026-2027
Fixed Pricing Snow Removal & Salting of <u>Permanently</u> Village owned Streets, Lots, Drives and Sidewalks Cost/snowfall	\$	\$	\$
Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned Old Village Hall sidewalk (118 E. Main Street) & Central Business District Parking Lot and sidewalks (688' sidewalk plus lot and removal of snow and haul out each event) Cost/snowfall	\$	\$	\$
Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned sidewalk located at 601 DePere Road (323') Cost/snowfall	\$	\$	\$
Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned sidewalk located on North Avenue (Danish Meadow Lane r/w 70') Cost/snowfall	\$	\$	\$
Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned sidewalk located on Hager Road VD-135-6 (1,288') Cost/snowfall	\$	\$	\$
Fixed Pricing Snow Removal & Salting of <u>Temporarily</u> Village owned Well 2 sidewalk and driveway located at 496 Grand Avenue (60' sidewalk plus driveway) Cost/snowfall	\$	\$	\$

10. The hourly costs to provide snow removal services and truck hauling, including the provision of an operator shall be as follows:

Equipment / Operator	2024-2025 Cost per hour	2025-2026 Cost per hour	2026-2027 Cost per hour
Dump truck with plow, salt spreader, and driver	\$	\$	\$
Loader with plow and driver	\$	\$	\$
Dump truck with driver when hauling	\$	\$	\$
Loader with driver when hauling	\$	\$	\$
Snow blower with sweeper/salt spreader and operator	\$	\$	\$
Shovel with labor	\$	\$	\$
Sidewalk salting by hand with labor	\$	\$	\$

Date: _____

Company Name: _____

Address: _____

Phone #: _____

Authorized Signature: _____

Print Name and Title: _____

CHECK LIST FOR BIDDERS

- List of snow removal and salting equipment and location where equipment is stored.
- List of current clients that similar service is being provided to.
- Description of any exceptions (e.g., subcontractors) to the specifications.
- Proposal with authorized signature.
- Name, all phone numbers and e-mail address of contact person.

Bid Submission and Deadline:

Bids must be received at Denmark Village Hall, 100 North Wall Street, Denmark, WI 54208, no later than noon on Wednesday, July 17, 2024.

Each Bid shall be placed in a sealed envelope labeled “Snow Removal RFB.”

Faxed Bids are not acceptable and will be rejected.

Bids received after noon on Wednesday, July 17, 2024, will be rejected.

Contact Information:

All questions relating to this RFB are to be addressed to Erika Thronson, Public Works/Utilities Department, and sent by email to erika@vi.denmark.wi.gov. A Bidder may also contact Erika Thronson by phone at (920) 362-7982.

Bid Opening:

Bids will be opened on Wednesday, July 17, 2024, at 12:30 p.m. at the Village Hall.

After reviewing all Bids, a recommendation will be provided to the Village Board for approval at the August 12, 2024, meeting of the Village Board.

If a Special Board meeting is scheduled between bid opening and August 12, the Board may add the snow removal bid recommendation to the agenda.