

SPECIFICATIONS

GENERAL

The intent of these specifications is to establish a program for snowplowing driveways for qualified senior citizens and disabled residents within the City of Stow, Ohio.

All snow removal service work performed under this contract shall be done by private contractor(s) per the City of Stow's Rules & Regulations contained within this bid specification. The bidder shall quote this service for the 2018 winter season.

DESCRIPTION OF BASIC SERVICE

Hours during which the service may be provided under this contract may vary with weather conditions.

This service shall be provided on a 24-hour basis, seven (7) days a week.

This service is limited to seniors and disabled resident's single-family and duplex residences, with a separate driveway from the street to the owner's side of the duplex. The driveways shall be either a single car width or double car width paved driveway and apron.

The Contractor must be able to produce a minimum of two (2) snowplow vehicles in good working order per zone. Each vehicle must be driven by an experienced snowplow vehicle operator with two (2) or more years of snowplowing experience. If a Contractor is awarded more than one (1) zone, they must provide the two (2) required vehicles and drivers simultaneously for each zone.

The Contractor will meet directly with the resident on questions of quality or their concerns. The Contractor will be professional and courteous to our residents at all times.

The only acceptable paved materials for the driveways shall be asphalt or concrete.

The residential driveways shall be kept clear of any loose objects and clear of any vehicles by the resident. If a vehicle is parked in the driveway, the Contractor shall only plow to the parked vehicle from the street.

The length and width of each driveway will vary and it is the responsibility of the Contractor to bid accordingly.

Single width driveways shall be cleared with a single pass and double width driveways shall be cleared with a double pass. Each pass shall be 8' wide.

For residences with multiple driveways or garages, only the driveway to the garage closest to the street will be plowed.

Each zone shall consist of driveways in a specific area of the City. The distribution of driveways will be divided into three (3) zones (reference enclosed map).

CONTRACTOR'S EQUIPMENT

Preferred equipment should be clean, mechanically sound trucks of a size not to exceed a 1-ton rated vehicle with a maximum of an 8' snowplow blade.

All snowplow blades must be equipped with shoes.

All vehicles must be equipped with a yellow, roof-mounted flashing or strobe-type emergency light and all other state required equipment and accessories shall be present and operational on all vehicles.

No bid will be considered unless the bidder furnishes a list of equipment owned or available to the bidder which will be necessary for the completion of the work in accordance with this bid document. The contractor and any sub-contractor shall include the make, model, and license plate number for each vehicle to be used during the project. Any changes to the vehicle list must be reported immediately to the City of Stow Service Department.

All drivers shall have a current, valid driver's license in good standing at all times throughout the contract period.

DURATION OF CONTRACT PERIOD

The season shall begin on November 15, 2018 and continue through April 15, 2019, regardless of the weather conditions. Final restoration work and repairs to any damaged areas caused by the Contractor shall be completed by June 1, 2019, or the City of Stow shall have the right to remove any damages from the Contractor's bond or certified check after such date if the work is not completed.

HOLD HARMLESS

The Contractor shall hold the City of Stow, its employees and agents harmless for acts or incidents arising out of Contractors work on this program.

INDEMNIFICATION

The successful bidder shall covenant and agree that he/she will hold the City of Stow, its agents and employees, harmless from any and all claims arising out of any violation of law, rule, regulation, or order, and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from snowplowing, or from the negligence or carelessness of employees of the bidder, including the reasonable costs of defending any such claims or actions and costs of discovery. The bidder shall agree to indemnify the City of Stow, its agents and employees to the extent of any recoveries against them individually or collectively arising from his/her activities on City of Stow premises.

PLACEMENT OF SNOW

All snow removed from a resident's driveway shall be placed back onto the resident's property either on the tree lawn or front lawn. The tree lawn is the preferred location to place snow from the driveway, but if space is limited or not large enough to accommodate the snow, the front lawn may be used. No other area shall be permitted, unless approved by the City of Stow Director of Public Service.

Unless otherwise permitted by the City of Stow, all snow shall be piled to the left of the driveway approach when facing said driveway from the street (see exception below). If the property does not allow for this, place the snow to the right as far on the property tree lawn as possible.

The Contractor shall not pile or mound snow on any sidewalk. Any contractor who blocks a sidewalk with snow during the plowing process shall be responsible for clearing away the blockage. The streets shall also be kept free and clear from all snow removed from the driveway. No snow shall be piled around traffic signs, mailboxes, catch basins, or fire hydrants.

CALL-OUT PROCEDURE

Participants in the program will be given six (6) vouchers for use at their discretion. Participants will contact the Contractor directly to request service. A voucher will be signed by the participant and left in the storm door or door closest to the driveway for collection by the snowplow driver. Vouchers will be numbered to prohibit duplication of said vouchers. Collected vouchers will be submitted to the City of Stow to generate payment for the plowing that has been performed.

Contractors will be expected to complete the plowing request within twelve (12) hours after receiving the call-out request from the program participant.

VIOLATIONS

Contractors who do not comply with the rules and specifications of this program may be grounds for termination of this contract.

ENFORCEMENT

If a violation of the rules and specifications occurs, there will be three (3) steps of enforcement:

1. Informal – The Contractor will be notified in writing or spoken to in person or by telephone regarding the problem.
2. Formal – If the problem is not resolved in step 1 above, a meeting will be arranged to discuss and resolve the problem.
3. Termination – If the problem is not resolved in step 1 or 2 above, termination of service on a partial or permanent basis will occur.

Any Contractor who knowingly makes false statements, representation, record of report, or falsified documents in any manner will immediately lose all plowing privileges with the City of Stow.

MISREPRESENTATION

By no means is a Contractor to be considered an employee of the City and he/she shall not represent or promote their company as an employee or agent of the City.

RESPONSIBILITIES FOR DAMAGES

Each contractor shall protect all driveways, sidewalks, lawns, shrubs, trees, building surfaces, contents, equipment, personnel, etc. from harm or damage during the performance of their work and will be responsible for any damage and subsequent repair.

All restoration repairs must be completed at the Contractor's expense by June 1, 2019.

It is strongly advised that each Contractor videotape all assigned driveways in each route and the associated landscaping, mailboxes, structures, utility boxes, and sidewalks prior to any work in order to protect themselves from any false claims by any resident.

It is also strongly advised that each Contractor place reflective plastic delineators along each edge of the driveway to minimize any damages.

INSURANCE

The City shall require from the successful bidder a Certificate of Insurance showing that said bidder and any subcontractors who will perform work on the project are fully protected against all possible contingencies of public liability, property damage, etc., in the minimum coverage of \$250,000.00 for each person, \$500,000.00 for each accident, and \$1,000,000.00 coverage of property damage per each accident including completed operations.

LOCAL PREFERENCE

Bidders who have a permanent business located within the City of Stow may be entitled to "local preference" as set forth in Codified Ordinance 173.13. To utilize this opportunity, the Application for Local Preference Form must be filled out and submitted with your proposal.

The following guidelines apply:

- The bid must be within 3% of the lowest bid submitted, but not greater than \$10,000 more than the lowest bid submitted, provided the lowest bid submitted does not have a permanent business located within the City of Stow for at least two (2) successive years immediately prior to the submission of a bid.
- Must have had a permanent business located within the City of Stow for at least two (2) successive years immediately prior to submitting bid.
- The Application for Local Preference Form must be approved by the City of Stow Board of Control.
- The City of Stow may make an independent investigation to determine whether the applicant has had a permanent business located within the City of Stow for at least two (2) successive years immediately prior to submitting bid.
- The City of Stow has the sole discretion and option to use the local bidder preference in awarding the bid(s).

ACCEPTANCE OR REJECTION OF BID PROPOSAL

The bidder shall submit the bid/proposal on the contract forms provided by the City. The City reserves the right to reject any and all bid/proposals and to waive informalities. In determining the award, each zone may be considered separately and separate contracts may be awarded on each zone, unless specified to the contrary in the specifications.

PERFORMANCE BOND OR CERTIFIED CHECK

The successful bidder is required to furnish a Performance Bond or Certified Check in the amount of \$1,000.00.

RESOLVING COMPLAINTS OR PROBLEMS

The City will notify residents of the Contractor's name, address, and 24-hour phone number. In addition, residents will be instructed to contact the Contractor pertaining to all issues, questions, and complaints with the snow removal service. The Contractor will be responsible for any property damage caused by this service.

CITY CONTACT FOR UNRESOLVABLE CONCERNS

Unresolved problems should be directed to the Public Service Department at (330) 689-2829.

BILLING/PAYMENT

The Contractor shall submit redeemed vouchers either in person or via U.S. mail to:

City of Stow
Public Service Department
3760 Darrow Road
Stow, Ohio 44224

Vouchers should be submitted at a minimum monthly to allow the City to track expenses throughout the winter season. Only vouchers received and confirmed by the City will be authorized for payment. The City normally pays within 45 days of an invoice. Call-outs after the resident has exhausted their six (6) vouchers may be performed at the homeowner's expense.

ESTIMATED NUMBER OF DRIVEWAYS

The City anticipates there may be 80 to 90 driveways in the program. Additional customers may be added to the program through December 1, 2018.

ROUTES

The Public Service Department will distribute the routes to the Contractor(s).

Each route may have a variety of driveways with detached and attached garages and the Contractor should bid accordingly.

UNIT PRICE PER DRIVEWAY BID

Please include in the unit price the cost of all material, labor, fuel, and equipment necessary for each bid item on the bid sheet. No fuel increases will be given during the length of this contract.

<p>Each zone shall be awarded to the lowest most responsive and responsible bidder based off their submitted bid price. Bidders may be awarded more than one zone if they demonstrate the capacity to complete all included work within a standard and acceptable time.</p>

Failure of the Contractor to complete the program through April 15, 2019 shall result in the forfeiture of the \$1,000.00 Performance Bond or Certified Check.

All bid prices shall remain in effect during the length of the contract.