



**City of Hailey**  
**Request for Proposals**  
**Snow Removal Operators and/or**  
**Snow Removal Haul Trucks with Operators**

The City of Hailey requests proposals for snow removal services for the 2018/2019 winter season. Proposals are due at the office of the City Clerk, City of Hailey, 115 Main St. S, Suite H, Hailey, Idaho 83333, by 4:00 pm local time on Friday, November 16, 2018.

The work involves supplying haul trucks and associated CDL operators, and/or only CDL operators to operate City-provided equipment. The City of Hailey will direct the contractor to perform snow removal services under certain conditions and at certain times and locations, to be determined by the City of Hailey in its sole discretion.

The City of Hailey is conducting this Request for Proposals under Idaho Code 67-2806A. Proposals will be evaluated based on the following criteria, using a points-based system:

Haul Trucks with Operators

Price .....40 points  
 Equipment Proposed .....20 points  
 Operator Qualifications.....15 points  
 Availability / Response Time.....15 points  
 Flexibility .....10 points

Operators Only

Price .....70 points  
 Operator Qualifications.....15 points  
 Availability / Response Time....15 points

The City of Hailey may award contracts to one or more Proposers, as meets the best interests of the City to achieve a fully operational snow removal response for the 2018/2019 winter season. The City, in its sole discretion, will allocate snow removal work among successful Proposers to best meet operational requirements. Proposers may respond with either Haul Trucks with Operator, only Operators, or both.

Before a contract will be awarded for work contemplated herein, the City of Hailey will conduct such investigations as are necessary to determine the performance record and ability of the Proposer to perform the type of work specified under this contract. Upon request, the Proposer shall submit such information as deemed necessary by the City of Hailey to evaluate the Proposer’s qualifications.

All proposals must be signed and accompanied by evidence of authority to sign.

The City of Hailey reserves the right to reject any or all proposals.

Questions regarding the Request for Proposals should be directed in writing, via email, to Kelly Schwarz at [kelly.schwarz@haileycityhall.org](mailto:kelly.schwarz@haileycityhall.org).



## Instructions

- Proposals should consist of pages 1 through 4 of the Proposal Form.
- Proposers should fill in the appropriate items on pages 3 and 4 of the Proposal Form. If proposing Haul Trucks with Operators, line items in all sections should be completed, as appropriate. If proposing Operators only (no equipment), then complete the line items in the Price, Operator Qualifications, and Availability / Response Time sections, as appropriate.
- Proposals are due at the office of the City Clerk, City of Hailey, 115 Main St. S, Suite H, Hailey, Idaho 83333, by 4:00 pm local time on Friday, November 16, 2018. Emailed proposals are not acceptable, and will not be evaluated.

## Insurance Requirements

- Contractor to maintain in full force and effect commercial general liability insurance. Policy to provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence.

## Contract for Services

- The Contract for Services is included as part of the Request for Proposal documents.



## Proposal Form

### Snow Removal Services for City of Hailey

From: \_\_\_\_\_

To: City of Hailey, 115 Main St. S, Suite H, Hailey, Idaho 83333

The undersigned, as Proposer, declares that Proposer is well-qualified to supply the services, that the Proposer is familiar with the services, applicable federal, state and local laws, ordinances, rules and regulations and conditions affecting cost, progress or performance of the services, and has made such independent investigations as Proposer deems necessary.

If applicable, Proposer acknowledges that addenda numbers \_\_\_\_\_ through \_\_\_\_\_ have been received and have been examined as part of the Request for Proposal documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Proposer (state whether business is a corporation, a partnership, Limited Liability Company or an individual):

\_\_\_\_\_, a \_\_\_\_\_

Proposer's address:

State of incorporation/organization:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business/Individual address, if different:

\_\_\_\_\_

\_\_\_\_\_

Proposer's phone number: \_\_\_\_\_

Proposer's fax number: \_\_\_\_\_

Proposer's email address: \_\_\_\_\_



Dated: \_\_\_\_\_ (SEAL)

Signature:

\_\_\_\_\_

Name of authorizing official:

\_\_\_\_\_

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

Attested by:

\_\_\_\_\_

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



## Proposal Form

Price (Haul Trucks with Operators: 40 points; Operators Only: 70 points)

Price per hour, per haul truck, including operator: \$ \_\_\_\_\_

Price per hour, operator only: \$ \_\_\_\_\_

### Haul Trucks (20 points)

Total Quantity Available Upon Demand: \_\_\_\_\_

#### Truck #1

Manufacturer: \_\_\_\_\_ Size: \_\_\_\_\_

Strobe Light or High Intensity Flasher System: Yes  No

#### Truck #2

Manufacturer: \_\_\_\_\_ Size: \_\_\_\_\_

Strobe Light or High Intensity Flasher System: Yes  No

#### Truck #3

Manufacturer: \_\_\_\_\_ Size: \_\_\_\_\_

Strobe Light or High Intensity Flasher System: Yes  No

#### Truck #4

Manufacturer: \_\_\_\_\_ Size: \_\_\_\_\_

Strobe Light or High Intensity Flasher System: Yes  No

### Qualifications of Operators (15 points)

(Class A or B CDL, clean driving record, years of experience, etc.)

Total Quantity Available Upon Demand: \_\_\_\_\_

#### Operator #1 Qualifications

Licensing: \_\_\_\_\_

Experience: \_\_\_\_\_

Other: \_\_\_\_\_

#### Operator #2 Qualifications

Licensing: \_\_\_\_\_

Experience: \_\_\_\_\_



Other: \_\_\_\_\_

Operator #3 Qualifications

Licensing: \_\_\_\_\_

Experience: \_\_\_\_\_

Other: \_\_\_\_\_

Operator #4 Qualifications

Licensing: \_\_\_\_\_

Experience: \_\_\_\_\_

Other: \_\_\_\_\_

Operator #5 Qualifications

Licensing: \_\_\_\_\_

Experience: \_\_\_\_\_

Other: \_\_\_\_\_

Operator #6 Qualifications

Licensing: \_\_\_\_\_

Experience: \_\_\_\_\_

Other: \_\_\_\_\_

**Availability and Response Time (15 points)**

Please check applicable box to indicate availability and response time of haul trucks, including operators:

Less than 1 hour: .....

1 to 2 hours: .....

2+ hours .....

**Flexibility (10 points)**

Are you able to provide only qualified operators, or additional qualified operators, to provide services using City-provided equipment?

Yes  No

Price per hour for operator only: \$ \_\_\_\_\_

**CONTRACT FOR SERVICES  
HAUL TRUCKS AND OPERATORS**

THIS CONTRACT FOR SERVICES (“Agreement”) is made this \_\_\_\_ day of November, 2018, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho (“City”), and \_\_\_\_\_ (“Contractor”).

RECITALS

- A. The City is authorized pursuant to Idaho law to enter into contracts for services including services for snow removal.
- B. Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snow removal services for the City during the winter of 2018/19.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 31<sup>st</sup> day of May, 2019. The term of this Agreement may be extended by the parties by agreement in writing.
2. SERVICES. a) Contractor agrees to employ and furnish all necessary personnel, with required professional licenses, to operate Contractor vehicles and to furnish and maintain Contractor vehicles, together with necessary supplies, equipment, all incidentals, and such other items as are reasonably necessary to provide snow removal services. The City will direct the Contractor to perform snow removal services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion. Contractor response time to calls for service shall be \_\_\_\_\_, and/or; b) Contractor agrees to employ and furnish operators only, with required professional licenses, to operate City-provided equipment. The City will direct the Contractor to perform snow removal services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion. Contractor response time to calls for service shall be \_\_\_\_\_
3. CONSIDERATION – HAUL TRUCKS INCLUDING OPERATORS. In consideration for the services performed by the Contractor according to the terms of this Agreement, the City shall pay Contractor \$\_\_\_\_\_ per hour for each haul truck. Contractor shall provide monthly invoices to the City for any charges incurred during November 2018 on or

before the 5<sup>th</sup> day of December 2018, and continuing on the 5<sup>th</sup> day of every month thereafter during the period of providing snow removal services under this Agreement. The parties understand that \$\_\_\_\_\_ per hour for a haul truck includes the costs of the operator of the haul truck. The City shall pay all invoices received by the 5<sup>th</sup> day of the month by the last day of the month.

4. CONSIDERATION – OPERATORS ONLY. In consideration for the services performed by the Contractor according to the terms of this Agreement, the City shall pay Contractor \$\_\_\_\_\_ per hour for each additional appropriately and professionally licensed operator to provide services using City-provided equipment. Contractor shall provide monthly invoices to the City for any charges incurred during November 2018 on or before the 5<sup>th</sup> day of December 2018, and continuing on the 5<sup>th</sup> day of every month thereafter during the period of providing snow removal services under this Agreement. The City shall pay all invoices received by the 5<sup>th</sup> day of the month by the last day of the month.

5. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

6. INSURANCE REQUIREMENTS. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting the City against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Contractor under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against the City, or the City's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name the City and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability



assumed by the Contractor under this Agreement. The Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street S, Hailey, Idaho 83333.

7. INDEMNIFICATION. The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to the provision of any service or duty under this Agreement. Contractor shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

8. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated with or without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination.

9. MISCELLANEOUS PROVISIONS.

9.1 Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

9.2 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

9.3 Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

9.4 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

9.5 Attorney's Fees. In the event of any dispute with regard to the

interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

9.6 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

9.7 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

9.8 Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

9.9 Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9.10 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

9.11 Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

9.12 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto.

9.13 Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services on the day and year first above written.

CITY OF HAILEY

By \_\_\_\_\_

Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_

Mary Cone, City Clerk

CONTRACTOR

By \_\_\_\_\_