



LEWIS AND CLARK COUNTY

Public Works Department

REQUEST FOR PROPOSALS FOR 2023/2024 WINTER SEASON SNOW REMOVAL CONTRACTORS

Lewis and Clark County is performing an open solicitation to create a pool of contractors interested in performing snow removal services during the 2023/2024 winter season for the rural improvement districts (RIDs) managed by Lewis and Clark County. The County intends to select rates based on budget authority and availability for individual RIDs.

Scope

Plow snow and/or sand specific residential streets or other county properties when directed by the county.

- Invoices shall be submitted within 30 days of service, NO EXCEPTIONS.
- Each RID must be invoiced separately and invoices shall include:
 - Contractor/Company name.
 - RID name.
 - Date of service.
 - Invoice number.
 - Name of person that requested service or trigger point.
 - Type of service performed.
 - Hourly cost for service that matches contract specifications.
 - Materials cost provided above a typical sanding (for heavy applications of sand).
 - Total cost for service.
- Contractor is required to provide appropriate signage when necessary, or in areas that require heavy equipment, in accordance with MUTCD.
- Mandatory attendance at pre-proposal meeting required to be approved for an RFP contract.

Pre-Proposal Meeting

Mandatory pre-proposal meetings will be held on three occasions in an open-house format; Monday, September 25, 2023, from 5:30-7:30 pm, Thursday, September 28, 2023, from 3:30-5 pm, and Saturday, October 7, 2023, from 11 am -1 pm, in the Noxious Weed Building conference room located at 3402 Cooney Drive, Helena, Montana, to discuss any questions relating to either

the RFP procedure or scope. All contractors who intend to respond must attend at least one meeting.

Insurance

- A. *General Liability Insurance*- Contractor shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000) for each occurrence (minimum) and two million dollars (\$2,000,000) aggregate. The County must be listed as an additional insured on the liability insurance certificate.

- B. *Workers Compensation Insurance*- Contractor shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide a Workers Compensation Exemption Certificate.

- C. *Automobile Liability Insurance*- Contractor shall maintain automobile liability from an insurance carrier licensed to do business in the State of Montana with the following limits:

- a) Bodily Injury:
 - Each Person \$1,000,000
 - Each Accident \$1,000,000

- b) Property Damage:
 - Each accident \$1,000,000
 - (or)
 - Combined Single Limit of \$1,000,000

- c) Automobile Coverage to Include:
 - a. All owned Autos
 - b. All Hired Autos
 - c. All Non-Owned Autos

Contractor’s Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer’s Liability.

Proof of general liability, workers compensation insurance, and automobile liability insurance shall be provided to the County upon contract execution and prior to commencing any work.

Special Fuel Permit

Montana’s 2013 Legislature passed SB116 that eliminates the requirement to obtain a Special Fuel User’s Permit. The requirement to use tax paid fuel on all public road construction projects remains in effect.

Selection

All eligible contractors will be offered a contract. A contract is not a guarantee services will be requested. To be eligible Contractors must:

1. Be a registered contractor with the State of Montana in good standing.
2. Be able to meet all insurance requirements.
3. Attendance at one mandatory pre-proposal meeting.
4. Submit a proposal on or before **November 15, 2023**.
5. Contract execution must take place prior to commencement of work and may take up to two weeks to finalize.
6. The proposal must be in a sealed envelope and marked on the outside of the envelope “Proposal for RID Snow Removal”.

Contractors with prior unsatisfactory contract performance with Lewis and Clark County that resulted in contract cancellation will not be considered.

	EQUIPMENT AVAILABLE	COST
Per Hour	Highway Snowplow Removal	\$
Per Hour	Highway Snowplow Removal w/Sanding	\$
Per Hour	Pickup Snowplow Removal	\$
Per Hour	Pickup Snowplow Removal w/Sanding	\$
Per Hour	Sanding Only (General Use)	\$
Per Ton	Heavy Sanding (Extra Cost of Material Over Normal Sanding Rate)	\$
Per Hour	Motor Grader	\$
Per Hour	Dozer	\$
Per Hour	Load, Haul and Dispose of Stockpiled Snow	\$
	Other (Please Specify):	\$

Service Area Preferred: ALL SPECIFIC (Provide List)

THE UNDERSIGNED CONTRACTOR has become familiar with the services solicited by Lewis and Clark County. The Contractor agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Contractor, having satisfied himself of the services, does submit the proposal as follows:

THE CONTRACTOR HEREBY PROPOSES AND AGREES, if this proposal is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein for the following prices.

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES that:

1. This offer is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Contractor has not directly or indirectly induced or solicited any other contractors to put in a false or sham offer.
3. The Contractor has not solicited or induced any person or firm to refrain from submitting a quote.
4. The Contractor has not sought by collusion to obtain any advantage over any other contractor or over Lewis and Clark County.

PROPOSAL WORKSHEET

Contractor Business Name: _____
Business Address: _____

Contact Name: _____
Telephone No.: _____
Contact E-Mail: _____
Tax ID No: _____
Contractor Registration No.: _____

Signature of authorized company official approving the proposal as submitted:

By: _____
Title: _____
Date: _____

Advertised in the Helena Independent Record on Saturdays, September 16 and, September 23, 2023.

Proposals must be submitted no later than November 15, 2023, and contract execution must take place prior to commencement of work and may take up to two weeks to finalize.

Submit completed RFP to:

Lewis and Clark County Public Works Department
3402 Cooney Drive
Helena, MT 59602

Standard Terms and Conditions

By submitting a response to this Request for Proposal, the offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Proposals (RFP) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the “County”) reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among offerors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County’s needs and accomplishment of a sound economical operation.

The offeror’s signature on this proposal guarantees that the prices quoted have been established without collusion with other eligible bidders and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the award of the contract, proposals may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the offerors.

3. Public Inspection of Proposals

All information received in response to this RFP, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the proposal deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the RFP prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the RFP is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the proposal;

- No confidential material is contained in the cost section; and
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the proposal.

The offeror shall pay all legal costs and fees associated with defending a claim for confidentiality if a “right to know” request is received from another party.

In order for an offeror to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the bidder’s attorney acknowledging that material included in a proposal is open to public inspection except for information that meets the provisions of Montana’s Uniform Trade Secrets Act.

5. Classification of Proposals as Responsive or Non-responsive

All proposals will be classified as either “responsive” or “non-responsive.” A proposal is considered “responsive” if it conforms in all material respects to the requirements of the RFP. A proposal may be found non-responsive if:

- Required information is not provided;
- The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;
- The proposal does not conform to the specifications described and required in the RFP.

If a proposal is found to be non-responsive, it will receive no further consideration.

6. Determination of Offeror Responsibility

The purchasing officer and/or the selection committee will decide whether an offeror has met the standards of responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the offeror has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

An offeror may be deemed “non-responsible” at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Proposals and Offeror Interviews/Product Demonstration

The remaining proposals will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the offeror.

8. County's Right to Investigate and Reject

Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the offeror to provide the product or services specified. The County reserves the right to reject any proposal if the evidence obtained fails to satisfy the County that the offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a proposal based on negative references.

9. Offeror Selection and Contract Execution

After an evaluation of the offeror interviews and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the offeror selected. If the offeror does not accept all material terms of the County contract, the County may move to next ranked offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.

10. County's Rights Reserved

Submission of a proposal confers no rights upon any vendor and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional proposals at a later date.

The RFP in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. Nondiscrimination

In accordance with federal and state laws, the offeror agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Offerors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Offerors and the awardee shall comply with Title VI of the Civil Rights Act of

1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

12. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any Elected Official or County employee, selection committee member, or other persons authorized to act on behalf of the County.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all Bids or responses, or otherwise takes action to end the selection process.

13. Protest Procedure

An offeror aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy