

Procurement Office  
Harford Community College  
401 Thomas Run Rd.  
Bel Air, MD 21014  
Voice: 443-412-2416 or 443-412-2307

**REQUEST FOR PROPOSALS  
RFP 18P-001 SNOW REMOVAL SERVICES**

Harford Community College seeks proposals for snow removal services for its main campus located at 401 Thomas Run Road, Bel Air, Maryland and at the University Center, located at 1201 Technology Drive, Aberdeen, Maryland (near the intersection of I-95 and Rte. 22), as required by the College for the 2017-2018 winter season. Also included are smaller areas under the control of the College including the Observatory, Auto Garage, the Amoss Center and Towson University Northeast (TUNE) located on Harford Community College property in Bel Air, Maryland.

Submit your proposal to provide all necessary equipment, labor, tools, supervision, and insurance to perform snow removal and/or ice treatment services as required due to weather conditions as directed by the College's representative.

**Background**

Harford Community College relies on outside firm(s) to perform snow removal services at its Main Campus and other auxiliary sites as identified above. The College will select one contractor who will be responsible for all snow removal services at the direction of the College.

**Term**

The term will be one (1) year and will commence with the 2017–2018 winter season. The College reserves, at its sole discretion, the right to renew the contract awarded as a result of this solicitation, for a maximum of four (4) additional one (1) year periods.

**Scope of Work**

The successful contractor will be required mobilize labor, equipment, and supervision for snow removal and/or ice treatment within two (2) hours of notice from the College. The College will provide more advance notice when possible. All areas shall be plowed, shoveled, or treated, including all parking lots, sidewalks and patios as directed by the College's representative.

The Contractor shall provide adequate personnel and equipment to maintain college operations and to minimize delays to opening or early closing of the College. Normal operating hours are 8:00 a.m. to 11:00 p.m. Monday through Saturday. Snow and ice removal on Sunday or holidays shall be at the discretion and direction of the College's representative. The College shall have the right to specify quantity and type of equipment and labor needed during snow and ice events.

In the event the contractor cannot properly clear the campus of snow and ice due to manpower and equipment shortages the College has the right to bring in additional services.

The College is not responsible for repair or replacement of successful contractor's equipment that has malfunctioned or has become permanently inoperative during snow and ice events.

A designated working supervisor shall be on site at all times during snow and ice removal.

The College will provide palletized salt, at no cost to the Contractor, to be used for portable salt spreaders. Salt shall not be placed on new concrete walks and patios which will be identified by the College's representative prior to the beginning of the season. Contractor will apply liquid ice melt to these areas after snow is removed.

The Contractor shall obtain road salt from Harford County's facility located in Hickory. The College will make arrangements for the Contractor to obtain the salt and provide to contractor at no cost to the contractor.

The Contractor shall be responsible for placing College provided snow stakes at all walkways.

After each snow/ice event the Contractor shall submit to the college's representative a daily job ticket identifying hours worked, personnel and equipment used for that event.

The College utilizes surveillance cameras to monitor snow removal activities and help manage the process.

The College will provide an area for the Contractor to store equipment. The following equipment shall be stored on site at all times between December 1<sup>st</sup> – April 1<sup>st</sup>:

- 1 dump truck with plow and salt spreader, minimum size is a 1-1/2 ton truck (kept full at all times)
- 3-ATVs with plows and salt spreaders
- 1-skid loader
- 6 walk behind salt spreaders and 12 snow shovels
- 1- front end loader

### Manager and Working Supervisor

The contractor shall provide a working supervisor for all snow and ice events. This position shall supervise snow removal activities and be the dedicated contact for the Colleges representative. The College will pay this position based on the type of equipment being operated during events.

For snow events over 12" the contractor shall provide a dedicated on-site supervisor, not assigned to operate any equipment.

A manager or administrative staff who coordinates work with the College's representative **is not billable** and that cost shall be covered in overhead within other billable hours.

### Contractor's Employees; Safety and Security

The Contractor agrees that all his employees whose duties bring them upon the College's premises shall abide by its rules, regulations and the reasonable directions of its officers. Such employees shall have the right to use only those College facilities necessary to the performance of the contract. Such employees shall comply with the College's policy of **No Tobacco Use of Any Kind on Campus**.

The Contractor shall be responsible to the College for the acts and omissions of his employees, subcontractors and their agents or employees, and other persons performing any work under the contract.

### Terms and Conditions

HCC general terms and conditions are attached and shall apply.

### Other General Terms and Conditions

The College reserves the right to accept or reject, in whole or in part, any and all proposals received, to waive informalities or technicalities as the best interests of the College may require, and to waive minor differences in specifications, provided these do not violate the intent nor materially affect the operation for which the items or services are sought, nor increase estimated costs to the College. The College also reserves the right to increase or decrease the quantities. The College reserves the right to short list the Bidders based on the proposals responses and to negotiate with any short listed Bidder(s).

### Compliance with Laws

Contractor agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including by not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4 and U.S. laws regarding hiring practices to ensure a legal workforce.

### Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify the College including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any

way connected with the performance of the work under this Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense.

### Insurance

The successful contractor shall provide a certificate of insurance, with Harford Community College named as additional insured, covering liability, automobile liability, and worker's compensation. The Contractor shall provide proof of liability insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Contractor shall provide proof of automobile liability insurance, and worker's compensation and employer's liability insurance for statutory coverage of its employees. Contractor shall provide to the College a certificate of insurance naming the College as additional insured.

### Company Profile, Experience

Respondents shall submit a company profile to include, at a minimum: the background and history of the company; size of the company including the number of employees; inventory of equipment to handle snow removal; annual sales volume for each of the past three (3) years, and number of years in business.

Submit three (3) references for services performed within the last three (3) years that are similar in size and scope to the services required herein.

To be considered responsible, firms must have a minimum of three (3) years' experience providing services as described in this RFP.

Respondents must use the price proposal, reference, and non-collusion forms included in this request for proposal. Failure to complete and return these forms may result in disqualification of your proposal response.

### Shortlist and Proposal Review Meetings

The College reserves the right to shortlist the respondents based on the proposal responses to this RFP and its specifications. The College may conduct a proposal review meeting with the short listed respondent(s). The College reserves the right to adjust quantities and call for best and final pricing from the short listed respondent(s).

### Evaluation Criteria

In addition to the College's analysis of the Contractor's ability to meet the specifications and requirements herein, the following criteria will be used to evaluate the proposals:

- Ability to adequately staff and provide sufficient equipment, services and experience
- Cost

### Site Visit

A guided site visit conducted by Cathy Boston, or her designee, is required. Site visits will be held **1:00 p.m. Tuesday, September 19, 2017** and **1:00 p.m. Wednesday September 20, 2017**. Attendance at one of the site visits is mandatory. Contractors must confirm attendance at one of the site visits by contacting Cathy Boston at 443.412.2285 or email: [Cboston@harford.edu](mailto:Cboston@harford.edu).

### Campus Map

A campus map is attached for reference.

### Questions

Questions shall be directed to Kelly Ryan, Director for Procurement at [Keryan@harford.edu](mailto:Keryan@harford.edu); deadline for questions is **2:00 p.m. Friday, September 22, 2017**. Questions and answers will be issued in an addendum shortly thereafter. Addenda will be posted on the College's web site:

[www.harford.edu/purchasing/bidboard](http://www.harford.edu/purchasing/bidboard) and on Emaryland Marketplace at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). **It is the bidder's responsibility to monitor these sites and download the addenda.**

### Format for Proposal

Proposals shall be submitted on the form provided. Regarding contractor equipment, provide a size, model number, description, and any other appropriate comment in the comment column for each piece of equipment.

Hourly rates shall cover reimbursement for all costs of labor, equipment, insurance, overhead and profit.

Hourly rates shall be billable only for actual hours on site, all travel to and from the site shall be factored into the hourly billing rates; travel time is not billable. Overtime rates shall only apply when an individual worker has worked more than eight (8) hours in one (1) day or forty (40) hours in one (1) week. These rates shall apply only to labor and not equipment.

The minimum charge of four (4) hours shall apply to the entire contract and not individual sites.

Contractor shall submit separate invoices for each of our three locations, Main Campus, Towson University NE and University Center. These invoices shall clearly identify manpower, equipment used, hours worked, date and time of events and salt quantities used.

### Proposal Submittal and Format

Proposals must be:

- (1) submitted in the format set forth herein,
- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the proposal,
- (4) submitted in envelopes clearly marked with the assigned RFP number,
- (5) separated into Technical and Financial volumes, and
- (6) addressed to the Procurement Officer identified below.

The Contractor must submit one (1) original (marked "original") and three (3) copies of the Technical volume plus one (1) original and one (1) copy of the Financial (price) volume sealed under separate cover. Commingling of technical and financial information or failure to submit the two volumes **separately** and sealed may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected. The volumes, which contain original documents, should be clearly identified as the **ORIGINAL Technical or the ORIGINAL Financial Volume**.

Proposals are due in the Procurement Office, located at Room 132, Hickory Center, Harford Community College, Bel Air, Maryland 21015 no later than **2:00 PM on Tuesday, October 3, 2017.**

To be considered responsive, each proposal submitted must, at a minimum, include the following documents:

1. Proposal form, completed and signed;
2. Non-Collusion Certificate, completed and signed;
3. References, on the form provided;
4. Company Profile, experience;
5. List of equipment to be stored on campus during the winter season (as indicated above)

Kelly Ryan  
Director for Procurement  
September 8, 2017

## HARFORD COMMUNITY COLLEGE TERMS AND CONDITIONS

### 1) DELIVERY AND PACKING

Delivery shall be made in accordance with instructions on the purchase order. All prices shall include delivery. All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices.

### 2) TERMS OF DELIVERY

Delivery terms shall be FOB destination unless otherwise stated.

### 3) TERMS OF PAYMENT

Payment terms shall be net 30 days, unless otherwise stated.

### 4) TAX EXEMPTION

The College is generally exempt from Federal excise and Maryland sales and use taxes. Exemption certificates are available upon request.

### 5) WARRANTY AND NON-CONFORMING GOODS

All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Seller's instructions at Seller's risk and expenses and, if Seller directs, will be returned at Seller's expense. Payment for goods or services furnished or performed by Seller shall not constitute acceptance by the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Seller.

### 6) TIME IS OF THE ESSENCE

Time is of the essence in the performance of this agreement.

### 7) DELAYS: FORCE MAJEURE

Seller shall not be liable for delays in manufacture or delivery of goods and services and the College shall be not be liable for delay in acceptance of any part of such goods and services to the extent that such delays are due to causes beyond the reasonable control of the party (Seller or College) affected thereby, such as acts of God, acts of civil or military authorities, governmental priorities, fires, strikes, lockouts, floods, war, acts of terrorism, riot, provided that the party affected thereby promptly notifies the other party of such event and uses its best efforts to remedy the situation within a reasonable period of time.

### 8) PATENTS

Seller guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Seller will, at their own expense, indemnify, protect and save harmless the College, its Trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

### 9) QUANTITIES

The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and may be returned at Seller's expense.

### 10) INVOICES

Invoices shall be mailed to Harford Community College, Accounts Payable, 401 Thomas Run Road, Bel Air MD 21015. The purchase number must appear on the invoice. Failure to comply may result in delay of payment.

### 11) COMPLETE AGREEMENT

The purchase order hereto and these terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and Seller with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Seller's quotation is

referred to herein, such quotation is incorporated in this document only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms herein.

12) TERMINATION FOR CONVENIENCE

The College may terminate all or any part of the purchase order and these terms and conditions for any reason at the College's convenience upon written notice to the Seller. Upon such termination Seller agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination, provided, however, that the College shall have no liability whatsoever for goods which are Seller's standard stock.

13) TERMINATION FOR DEFAULT

When the Seller has not performed or has performed unsatisfactorily, payment shall be withheld at the discretion of the College. Failure on the part of the Seller to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Seller is not entitled to recover any costs incurred by the Seller up to the date of termination.

14) NON COLLUSION

Seller certifies that it has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of bid or offer being submitted herewith. Seller also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Seller or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

15) NON-HIRING OF EMPLOYEES

No employees of the College, the State, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Seller.

16) NON DISCRIMINATION

The Seller agrees a) not to discriminate in any manner against an employee or applicant for employment due to race, color, religion, sex, national origin, age, status as an individual with a disability, veteran, sexual orientation, marital status or any other status as protected by law; b) include a provision similar to that contained in subsection (a) above in any subcontract for standard commercial supplies or raw materials; and c) to post and to cause subcontractors to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

17) ASSURANCE OF NON-CONVICTION OF BRIBERY

Seller hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal Government.

18) MARYLAND PUBLIC INFORMATION ACT

The Seller recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Seller agrees that it will provide any justification as to why any material, whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed.

19) DISPUTES

Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Harford Community College or a designee. Pending final decision of the dispute, the Seller shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.

20) INSOLVENCY

If the College has reasonable cause to believe the Seller is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Seller, then at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Seller. Any delay by the College to exercise the right to terminate under this section shall not diminish or waive that right.

21) HAZARDOUS AND TOXIC SUBSTANCES

Seller must comply with all applicable Federal, State, County and local laws, ordinances and regulations relating to hazardous and toxic substances including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances and as amended from time to time. Seller shall provide to the College's Environmental Safety Office a "Material Safety Data Sheet" including reference to the purchase order number, or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

22) AUDIT

Seller shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Seller and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

23) RECORD RETENTION

The Seller shall retain and maintain all records and documents relating to the subject matter of this agreement for three (3) years after final payment by the College under this agreement.

24) INSURANCE AND INDEMNIFICATION

The Seller or Contractor will be required to have proper identification showing Supplier name and technician name, at all times while on campus. The Seller or Contractor shall maintain such insurance as will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Seller's or Contractor's operations under this agreement, or by anyone directly or indirectly employed by the Seller or Contractor. The College shall be named as additional insured on the insurance certificate.

25) COMPLIANCE WITH LAWS

Seller agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4 and U.S. laws regarding hiring practices to ensure a legal workforce.

26) MARYLAND LAW

This agreement shall be construed and interpreted according to Maryland Law.

**RFP 18P-001 SNOW REMOVAL SERVICES  
PRICE PROPOSAL FORM**

<b>EQUIPMENT/ACTIVITY</b>	<b>HOURLY RATE w/Driver where applicable</b>	<b>OVERTIME HOURLY RATE</b>	<b>COMMENTS</b>
Pick up truck & plow			
Dump truck w/plow (indicate size)			
Loader (indicate size)			
Skid loader			
ATV with plow			
Laborer			
Laborer w/snow blower			
Laborer w/shovel			
Laborer w/salt spreader			
Mobilization (if any)			
De-mobilization (if any)			
Dedicated on-site Supervisor			
Confirm billing hours are actual hours at HCC site not portal to portal?			
Overtime rates as defined in clause page 4			
Max escalation 2 <sup>nd</sup> year (%)			
Max escalation 3 <sup>rd</sup> year (%)			
Max escalation 4 <sup>th</sup> year (%)			
Max escalation 5 <sup>th</sup> year (%)			
Other Comments			

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Authorized Representative

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Title

\_\_\_\_\_

Telephone

\_\_\_\_\_

Date

Procurement Office  
Harford Community College  
401 Thomas Run Road  
Bel Air, Maryland 21015

REFERENCES

**RFP 18P-001 SNOW REMOVAL SERVICES**

Each firm must furnish three (3) references of recent (within three years) prior services comparable in nature and scope that will demonstrate the Bidder's capability to perform the work in accordance with the requirements of the captioned solicitation. References from other public agencies or educational institutions are preferred: please include at least one such reference, if possible.

1. Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

3. Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

**PROPOSAL OF:** \_\_\_\_\_  
Firm Name

Procurement Office  
Harford Community College  
401 Thomas Run Road  
Bel Air, Maryland 21015

NON-COLLUSION CERTIFICATE

**RFP 18P-001 SNOW REMOVAL SERVICES**

**I HEREBY CERTIFY** that I am the \_\_\_\_\_  
(Title)

and the duly authorized representative of the firm of \_\_\_\_\_

whose address is \_\_\_\_\_.

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion to fix the price proposal of the offeror herein or any competitor, or otherwise taken any action in restraint of free competition in connection with the Contract for which this proposal is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

Procurement Department  
Harford Community College  
401 Thomas Run Road  
Bel Air, Maryland 21015

NO PROPOSAL REPLY FORM

**RFP 18P-001 SNOW REMOVAL SERVICES**

Dear Sir or Madam:

To assist us in obtaining good competition on our requests for proposal, we ask that each firm that has received an invitation, but does not wish to submit a quote, state their reason(s) below. This information will not preclude receipt of future solicitations unless you request removal from the Vendor's List by so indicating below.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_ 1. We do not sell the items/services for which proposals are requested.
- \_\_\_ 2. The specifications are either unclear or too restrictive (Please explain in the "Remarks" section.)
- \_\_\_ 3. We cannot submit a proposal because of marketing or franchising policies of the manufacturing company.
- \_\_\_ 4. We do not feel we can be competitive. (Please explain in the "Remarks" section.)
- \_\_\_ 5. Other commitments preclude our participation at this time.
- \_\_\_ 6. We do not wish to participate in the proposal process.
- \_\_\_ 7. We do not wish to participate under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_ 8. We do not wish to sell to Harford Community College. Our objections are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_ 9. Other: \_\_\_\_\_  
\_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm Name \_\_\_\_\_  
(PLEASE PRINT)

Authorized Signature \_\_\_\_\_

- \_\_\_ We wish to remain on the Vendor's List.
- \_\_\_ We wish to be removed from the Vendor's List.