

Request for Proposals (RFP) Snow Removal Services

Gallatin Airport Authority 850 Gallatin Field Dr. Ste. 6 Belgrade MT 59714

SNOW REMOVAL SERVICES

October 2024 - May 2027

Key Dates

Request for Proposals Issued July 31, 2024

Mandatory Meeting August 15, 2024 (Airport Office) 2:00 p.m.

Deadline for RFP submittal August 28, 2024 by 4:00 p.m. MDT

Award Agreement September 12, 2024

Start of Agreement October 1, 2024

General Terms and Conditions for Snow Removal Services Bozeman Yellowstone International Airport

1. Services

Contractor will provide to the Airport the services, products, and supplies as described in Attachment A subject to the terms and conditions set forth in this agreement.

Contractor warrants to the Airport that the services to be provided under this agreement will be of the kind and quality that meet generally accepted standards and will be performed by qualified personnel. Contractor further warrants to Airport that all products and supplies used in conjunction with the services provided under this Agreement will be new and of acceptable quality and quantity to the Airport.

There is no minimum or maximum guaranteed amount of work from this Agreement.

2. Payment

Airport will pay Contractor for providing the services described based on the pricing provided by Contractor in Attachment A. Payment will be provided within (30) days following receipt of invoice commensurate with satisfactory performance.

3. Term of Agreement

The term is for three (3) seasons commencing October 1, 2024 through May 15, 2027 unless terminated earlier.

4. Termination of Agreement

Airport may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this agreement by giving ninety (90) days written notice to Contractor.

5. Insurance Requirements

Contractor and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this section. Contactor shall then maintain the required insurance for the full duration of this agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Montana. All coverages shall be with insurance carriers acceptable to the Airport. Insurance policies will not contain endorsements or policy conditions which reduce coverage provided to the Airport. Contractor will be responsible to the Airport for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of the Contractor.

<u>Worker's Compensation Insurance</u>; Contactor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers Liability Coverage either in

accordance with all applicable statutes of the State of Montana or have the State of Montana listed under section 3 — Other states Insurance in the Contractor's insurance policy.

Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle liability Insurance, including Montana No-fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability Insurance as Described above, shall include an endorsement stating the following shall be additional insureds: "Gallatin Airport Authority, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof" It is understood and agreed by naming Gallatin Airport Authority as additional insured, coverage afforded is considered to be primary and any other insurance Gallatin Airport Authority may have in effect shall be considered secondary and/or excess.

Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: It is understood and agreed thirty (30) days, ten (10) days for nonpayment of premium, Advance Written Notice of Cancellation, non-Renewal, Reduction, and/or Material Change shall be sent to: Gallatin Airport Authority, 850 Gallatin Field Rd Ste. 6, Belgrade MT 59714. If any required insurance expires or is cancelled during the term of the Agreement, service and related payments will be suspended and the Airport may terminate this Agreement immediately.

<u>Proof of Insurance Coverage:</u> Upon execution of this contract and at least ten (10) business days prior to commencement of services under this Agreement, Contractor shall provide the Airport with a copy of their Worker's Compensation Liability and Vehicle Liability certificates of insurance evidencing the requires coverage and endorsements.

Should the need arise, the Airport reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified copy.

No payments will be made to Contractor until current certificates of insurance have been received and approved by the Airport. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to the Airport at least ten (10) days prior to the expiration date.

7. Indemnification

To the fullest extent permitted by law, Contractor will hold harmless, defend and indemnify the Airport, and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the Airport, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section will survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

The parties agree that Contractor is an independent contractor. Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the Airport for any purpose, and will not be entitled to any fringe benefits of the Airport, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay. Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required worker's compensation insurance, in connection with services rendered by its employees pursuant to this Agreement and agrees to protect, defend and indemnify the Airport against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and will not subcontract, assign or delegate any of the services without written authorization from the Airport unless the intent to use subcontractors is clearly stated in the Contractor's narrative with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk liability and supervisory responsibility for the action and/or the inactions and performance of all subcontractors used by the Contractor in providing services under this Contract. In choosing to use subcontractors, Contractor will ensure that all subcontractors comply with, and perform services in a manner consistent with, all the terms and conditions set forth in this Contract. Contractor will also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

Contract is solely between the Airport and Contractor and the Airport will have no relationships or obligations to any subcontractor in performing work under this Contract.

11. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA requirements and the Montana Human Rights Act. Contractor agrees to protect, defend and indemnify Airport against liability for loss, cost of damage resulting from actual or alleged violations of law by Contractor.

12. Nondiscrimination

Contractor shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law and Title 49, Code of Federal Regulation, Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964.

Scope of Work

1. INTRODUCTION

Contactor shall remove snow and mitigate icy conditions on designated areas of Airport property according to the specifications described in Map C and Map F (attached).

Specific drives, walkways, parking lots, and other areas to be plowed and/or cleared are indicated in the maps.

Contractor agrees to have completed plowing, shoveling, sanding, ice melting services and cleaning of all areas by 5:00 A.M. for storms that occur during the night. For storms that continue or occur during operating hours, the Contractor shall maintain safe open passageways and travel areas the duration of the storm.

2. SCOPE OF SERVICES

Plowing/Treating Specifications:

All identified roads, parking lots must be cleared whenever snow accumulates to a depth exceeding one (1") inch.

All identified sidewalks, crosswalks, and walkways must be cleared whenever snow accumulates to a depth exceeding one (1") inch between the hours of 12:00A.M. and 5:00 A.M..

During active precipitation, Contractor shall inspect all areas described above and initiate plowing/treating services at the (1") one inch depth threshold. If services have not commenced and the Airport must call in the Contractor, a \$100 fee per call will be charged to the Contractor. Upon notification by the Airport, Contractor is required to provide services within one hour.

Contractor may use appropriate tools or equipment to clear snow.

When using a snow-blower, Contractor must not blow snow towards buildings. If the only alternative is to blow snow into a lot or drive, the area in question must be cleared before the affected lot or drive is plowed.

Contractor shall treat all areas as detailed on maps for ice immediately after they are plowed if any immediate or potential slip-hazard to pedestrian traffic exists following snow removal. Ice treatment of areas is limited to one treatment every 8 hours unless otherwise directed by the Airport.

Contractor shall treat all areas on maps whenever snow becomes hard packed and slippery, whenever surface ice forms directly on pavement, or whenever major icing is expected to arise before the next service visit/cycle by Contractor's personnel.

While the decision on whether to treat areas is generally left to the Contractor's discretion, the Contractor may wish to consult with Airport Facilities Management in borderline situations between the hours of 5:00 a.m. and 12:30 a.m.

Contractor must have and maintain sufficient equipment and personnel to plow and clear accumulated and drifting snow through all areas during the day.

Contractor shall maintain sufficient resource capacity to perform entire suite of services every twelve (12) hours if necessary.

The Airport may also contact and direct the Contractor to perform snow removal or ice treatment on days without active precipitation. The Contractor may be called and required to provide additional plowing, sanding, and ice melting application due to climatic conditions fluctuating around the freezing point, blowing or drifting snow, or other unforeseen circumstances. Contractor is required to be at the airport within 2 hours of request.

Contractor may use salt, brine, sand, deice chemical, or a combination to treat or prevent ice. Chemical for treating parking garage ramps must be stated and approved by the Airport prior to use.

Snow at all parking lots should be piled as efficiently as possible in snow storage areas taking up the least amount of space.

When plowing, snow is not to be left on walkways, crosswalks, sidewalks, unapproved areas on irrigated lawns, or obscure signage. Contractor must clear these areas of berms or piles immediately during the Airport hours of 5:00 a.m.-12:30 a.m. and not leave berms or piles for Airport shovel crews.

Snow at all Airport facilities is to be pushed back by the Contractor to a distance allowing for build-up over the season. Snow may not be stored, windrowed, or piled in areas designated as "no snow" areas on maps.

During active precipitation, Contractor shall inspect all areas described above for ice formation and accumulating snow. Contractor shall take care to avoid damage to signage, landscaping, hydrants, fences, outdoor furnishings, trees, light poles, utility structures, etc.

3. DAMAGE. REPAIRS, CLEANUP

Contractor is responsible for all damage caused to Airport grounds or structures by Contractor's activities in providing snow removal services under this Agreement.

Contractor shall return following each winter season to restore, repair or replace any areas of lawn, landscaping or structures damaged by Contractor's personnel in providing snow removal services under this Agreement.

Contractor must provide a written proposal describing the materials, products and scope of work proposed to repair or replace any damaged structures and must receive approval to proceed from

the Airport before incurring any costs to ensure that repair is appropriate and/or replacement is equivalent.

Any lawn areas disturbed by Contractor's activities or equipment shall be backfilled and smoothed to the level of the adjoining grade with pulverized black dirt (topsoil) by the Contractor.

Contractor shall supply its own topsoil for backfilling which shall be of sufficient quality to support grass cover and contain no debris (glass, sawdust, large rock etc.). The Contractor shall properly level and compact the topsoil to ensure minimum settlement of the backfill material.

The Contractor shall grass seed backfilled areas and any other areas disturbed by the Contractor's activities or equipment.

Contractor shall ensure that all personnel carry legible copies of maps contained in Exhibit A and B in their vehicles showing areas to be plowed, cleared and salted for reference.

4. SCHEDULING AND INVOICING

All work is to be scheduled and coordinated through:

Kevin Dineen Airport Maintenance Manager (406) 388-6632 Kevin.Dineen@bozemanairport.com

Snow plowing and snow clearing shall be billed based on Table A

Public Parking Lots Premium "A" and Economy "B" will be invoiced separately.

Chemicals/sand shall be billed per application at the rates specified for each type of treatment in Table A. Invoices must clearly identify the hours or portions thereof spent on providing services by date and by activity (plowing, clearing, ice treatment) at each facility.

5. MONTANA PREVAILING WAGE REQUIREMENTS

As the Airport is a public entity, Contractor will be required to meet Davis-Bacon compensation, including employee benefits and at least 50% of the employees of Contractor working on Airport be bona fide Montana resident.

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations. All Montana Prevailing Wage Rates are available on the Internet at www.mtwagehourbopa.com.

5. PROPOSALS EVALUATION

In evaluating submissions, the Airport Staff will evaluate Proposals based on criteria outlined below-

Criteria	Weight
Contractor experience	20%
Strength of local management	20%
Equipment type and availability	20%
Personnel committed to Airport	20%
Total overall costs	<u>20%</u>
<u>Total Score</u>	<u>100%</u>

6. SUPPLEMENTAL INFORMATION

During the evaluation process, the Airport reserves the right to request additional information or clarifications from the Contractor to allow corrections of errors or omissions.

7. REJECTION OF SUBMISSION

The Airport reserves the right to reject any and all submissions or to accept the submission or any part thereof which it determines to best serve the needs of the Airport and to waive any informalities or irregularities in the submission.

8. AGREEMENT AWARD

Award of agreement will take place at the September 12, 2024 Airport Board Meeting. Notification of award will be via letter and notification letters sent to each Contractor that submitted Proposals.

9. MONTANA PUBLIC RECORDS ACT

Contractors should be aware that information submitted is subject to the Montana Public Records Act and may not be held in confidence after submittals are opened. All submittals shall be available for review after the Airport staff has evaluated them and a decision has been reached on whether or not to award a contract.

10. FURTHER INFORMATION OR CLARIFICATION

Should prospective Contractors require further information or clarification, contact Kevin.Dineen@bozemanairport.com. (406) 388-6632

11. SUBMITTAL REQUIREMENTS:

Before submitting a Proposals, Contractor should carefully examine the entire packet and have a full understanding of resources required.

Supporting documentation is not to exceed eight (8) pages; this ensures the Airport receives only relevant information necessary to select a Contractor.

Contractor is asked to submit:

- 1. A brief description of your firm including: the number of personnel employed and how many employees will be dedicated to the Airport.
- 2. Agreements with other commercial entities for snow removal including references.
- 3. Manager's Qualifications.
- 4. Whether your firm intends to use salt, brine, chemical, or sand, and provide any relevant details.
- 5. Describe your equipment; dual purpose capable of plowing and salting sanding or whether you use separate equipment for plowing and salting/sanding.
- 6. How your firm intends to meet snow clearing requirements outlined in Scope of Work which describes the deployment of manpower and equipment to timely execute the work described in this RFP as well as how the call out time response requirements will be met.

7. **Cost**:

- Complete Cost Table in Attachment A for the 2024/2025 season Costs will be negotiated subsequent season.
- Contractor may attach more detailed pricing information and additional items, services and costs for consideration.

The Airport will review and evaluate Contractor's Proposals in accordance with the requirements of this RFP. The decisions and opinions of the evaluation committee regarding qualification reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be used for Contractor evaluation at the Airport's discretion.

Contractor may be requested to make additional written submissions.

Contractors will be evaluated on quality and completeness, cost, available personnel, equipment, management experience; while cost is a factor, it is not the only factor and may not be the determining factor.

Cost Table A for 2024/25

Include Operator Cost in Equipment Rate

Equipment	Rate Per Hour	
Large Loader		
Compact		
Loader		
Bobcat/Tool Cat		
Plow Truck		
Dump Truck		
(Hauling)		
Sidewalk Snow		
Removal		
Other Equipment		

Deice	Per Gallon/Per Yard
*Liquid	
Granular	
Sand	
Other	

The Airport will not accept Magnesium Chlroride as a liquid deicing agent.



