

**REQUEST FOR PROPOSAL
COUNTY OF DOOR SNOW AND ICE REMOVAL**

The County of Door is seeking to enter into a three-year contract with an individual or entity to perform Snow and Ice Removal services from the drives and parking lots of several Door County facilities. Bid Specifications, Instructions, and the Standard Independent Contractor's Agreement may be obtained from Facilities and Parks Director Wayne Spritka, Door County Government Center, 421 Nebraska Street, Sturgeon Bay, WI 54235, (920) 746-2211, or on-line at: <http://www.co.door.wi.gov/>. Proposals must be received in the Administrators Office Room B313 at the above address by noon on 07-30-2018. Proposals will be publicly opened at the Door County Government Center, Room B313, at 12:30 p.m. on 07-30-2018.

INSTRUCTIONS
COUNTY OF DOOR - SNOW AND ICE REMOVAL

1. **PROPOSALS.**

Proposals must be legibly printed or typed. Proposals must be sealed in an opaque envelope labeled "**County of Door - Snow and Ice Removal**". Proposals must set forth the scope of Services to be provided, the cost for such, and the qualifications of the individual or entity. Any deviation from the Specifications or these Instructions must be clearly and concisely noted in the Proposals. Proposals must be signed and dated by the individual or by a duly authorized representative of the entity. Proposals must remain firm for a period of forty-five (45) days.

2. **QUALIFICATIONS OF INDIVIDUAL OR ENTITY.**

Individual or entity shall be appropriately licensed, certified, and accredited, and shall meet all the necessary qualifications to perform the Services contemplated. Door County may investigate as it deems necessary to determine the ability of the individual or entity to perform the Services. Door County reserves the right to reject any Proposal if the individual or entity fails to satisfy Door County that the individual or entity is appropriately qualified to perform the Services contemplated.

3. **CONSIDERATION/AWARD OF CONTRACT.**

Door County reserves the right to reject or accept any or all Proposals, or parts thereof, and to waive technical defects. Door County reserves the right to consider all information it considers relevant to determine the responsibility of the individual or entity. The award of the contract shall be to the most responsible individual or entity offering a compliant Proposal that is deemed to be most advantageous to the County of Door. This will not necessarily be the lowest bid. A responsible individual or entity is one who is not only financially responsible, but who is also possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform the Services and to fulfill the Independent Contractor Agreement according to its terms.

4. **CONTRACT.**

The successful individual or entity shall execute an Independent Contractor Agreement, substantially similar to the Standard Independent Contractor Agreement provided with the Specifications and these Instructions, within fifteen (15) days after notice of the award of the Contract is given. The Request for Proposal, Proposal, Specifications, these Instructions, and the Standard Independent Contractor Agreement form the primary basis of the final agreement between the parties.

5. **LAWS AND REGULATIONS.**

The successful individual or entity must be cognizant of and shall abide by all applicable federal, Wisconsin, and municipal laws, ordinances, rules and regulations. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

6. **LATE PROPOSALS.**

Proposals that are not timely received will not be considered.

7. **INDIVIDUAL'S OR ENTITY'S CERTIFICATE.**

Before submitting a Proposal, each individual or entity shall incorporate and make a part of its Proposal a sworn statement that the individual or entity has examined and carefully checked the Request for Proposal, Specifications, these Instructions, and the Standard Independent Contractor Agreement, and that the Proposal complies with such.

SPECIFICATIONS
COUNTY OF DOOR SNOW AND ICE REMOVAL

1. Each Individual or Entity (Bidder) shall submit a Proposal (Bid) to perform Services regarding 1 or more of the 3 Projects listed below. **Bids may be placed on 1, 2, or on all 3 Projects.**
2. **Each Bidder shall be available to perform the Services 24 hours per day, 7 days per week, as indicated below. Each Bidder shall perform the Services as requested at any time by the County of Door (the County). Services are anticipated to be requested to be performed outside of regular business hours and on weekends, especially at the Justice Center.**
3. Each Bidder on Projects 1 and 2 shall be ready, willing, and able to plow, stack, and remove snow and ice, and to salt, as indicated below and as may be requested at any time by the County.
4. Each Bidder on Project 3 shall be ready, willing, and able to plow snow, remove ice, and to salt, as indicated below and as may be requested at any time by the County.
5. **Project 1 is Snow Plowing, Snow Stacking, Snow Removal, and Ice Removal/Salting at the **Government Center, Emergency Services and Community Center Buildings.** At both Facilities, Drives and Parking Areas shall be plowed and kept clear shortly prior to and during all regular business hours, and salting of the Drives and Parking Areas shall occur as necessary given weather conditions and as reasonable safety concerns dictate, and as may be requested at any time by the County. At the Senior Center, snow shall be removed from the rear entrance, and salting shall occur, at the front sidewalks and side doors. At both facilities, plowing, stacking, and removal of snow and ice, and salting, shall be promptly done as requested at any time by the County. Stacking and hauling is required at the Government Center and EMS locations.**
6. **Project 2 is Snow Plowing, Snow Stacking, Snow Removal, and Ice Removal/Salting at the **Justice Center.** Drives and Parking Areas shall be plowed and kept clear shortly prior to and during all regular business hours, and salting of the Drives and Parking Areas shall occur as necessary given weather conditions and as reasonable safety concerns dictate, and as may be requested at any time by the County. Plowing, stacking, and removal of snow and ice, and salting, shall be promptly done as requested at any time by the County.**
7. **Project 3 is Snow Plowing, and Ice Removal/Salting Only (No Snow Stacking or Snow Removal) at the **Justice Center.** Drives and Parking Areas shall be plowed and kept clear shortly prior to and during all regular business hours, and salting of the Drives and Parking Areas shall occur as necessary given weather conditions and as reasonable safety concerns dictate, and as may be requested at any time by the County. Plowing, ice removal, and salting, shall be promptly done as requested at any time by the County.**
8. Proposals shall state the equipment to be used along with the hourly charge for each piece of equipment to be used, and shall state the per ton charge for applied salt. Charges stated in the bids shall be all inclusive, and shall include equipment, labor, materials, and all other expenses, including anticipated profit. Equipment to be used as applicable to each Bid shall be described in the Bid as fully as possible, including for Project 1 and Project 2 the capacity of hauling equipment in cubic yards. Anticipated required equipment and materials, as applicable, includes: 1) Front End Loader with Snow Pusher; 2) Loader/Backhoe; 3) V-Plow/Pick-Up; 4) Pick-Up with Salt Spreader; 5) Dump Truck for Snow Hauling; and 6) Salt.
9. Any damage to curbs, landscaping, vehicles, or other property is the responsibility of the selected Bidder.
10. The selected Bidder for Project 1 and for Project 2 may be granted the use of a salt shed at the Community Center EMS-John Miles Park Location-former Highway Shop for salt storage at the sole discretion of the County. Permission to use such may be withdrawn at any time for any reason at the sole discretion of the County. It is possible that the salt shed may be sold, and therefore made unavailable to the Bidder at any given time.
11. Where snow shall be stacked, and how often Snow and Ice must be removed and salting shall occur, shall be determined by the County at its sole discretion.

**COUNTY OF DOOR
SNOW AND ICE REMOVAL
2018 STANDARD INDEPENDENT CONTRACTOR AGREEMENT**

This agreement (Agreement) is entered into by and between the **County of Door (County)**, a Body Corporate, whose mailing address is Corporation Counsel Office, Door County Government Center, Room B328, 421 Nebraska Street, Sturgeon Bay, WI 54235, and **(Contractor)**, whose mailing address is _____, an Independent Contractor.

WHEREAS, County desires to retain Contractor to perform the duties, functions, and work (Services) enumerated below in Agreement and its attachments (Attachments); and

WHEREAS, Contractor desires to be retained by County to perform Services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Each party enters into Agreement on the date each party signs Agreement, and Agreement is effective immediately upon the date the last signature on Agreement is obtained.
2. During the term of Agreement, County retains Contractor to perform Services for County, and Contractor is retained by County to perform Services for County. As such, Contractor agrees to perform the following Services for County pursuant to Agreement: _____.
3. County agrees to pay Contractor compensation for performing Services pursuant to Agreement as follows: _____. Payment shall only be made for Services actually and satisfactorily performed. County will not pay for or reimburse expenses such as supplies, equipment, office space, staff, or assistants, although such costs may be built in to the total cost of Agreement.
4. Contractor is, and shall act as, an Independent Contractor in performing Services. Nothing in, or done pursuant to, Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Contractor.
5. Contractor is, and holds itself out as, an Independent Contractor. Contractor: is a separate and independent enterprise from County; has full opportunity to find other business; has made its own investment in its business, trade, or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform Services; controls the means of performing Services; and risks profit and loss as a result of performing Services.
6. Agreement does not create an employer/employee relationship between the parties. It is the parties' intention that Contractor is, and will be, an Independent Contractor and not County's employee for all purposes including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; state revenue and taxation laws; state workers' compensation laws; and state unemployment insurance laws. Agreement shall not be construed as creating any joint employment relationship between County and Contractor. County will not be liable for any obligation incurred by Contractor, including, but not limited to: unpaid minimum wages; overtime premiums; unemployment insurance benefits; worker's compensation benefits; health insurance; health benefits; disability benefits; or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

7. Contractor shall furnish County with reports, at intervals and in such form as County may require, of Contractor's activities pertaining to any activity covered by Agreement.
8. Contractor retains sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities pursuant to Agreement.
9. Any and all work product, tangible material or its intangible equivalent, shall be the sole and exclusive property of County.
10. Using Generally Accepted Accounting Principles (GAAP), Contractor shall maintain true, complete, and accurate records, showing dates, amounts, and purposes of all expenditures of funds received from County. Contractor shall provide copies of such records to County upon request, but no less frequently than quarterly.
11. Contractor shall provide, perform, and complete Services in an expeditious and proper manner, consistent with the care and skill ordinarily exercised by reputable members of Contractor's profession or trade.
12. Contractor warrants and represents that it is sufficiently experienced and competent to perform Services in full compliance with, as required by, and pursuant to Agreement.
13. Contractor represents and warrants that it is financially solvent and has the resources, financially and otherwise, necessary to perform Services in full compliance with, as required by, and pursuant to Agreement.
14. Contractor shall provide comprehensive motor vehicle liability, professional liability, comprehensive general liability, and worker's compensation insurance coverage deemed reasonable, appropriate, and adequate by County, and as mandated by law or otherwise. Contractor shall furnish certificates of insurance to County evidencing the risks insured against, and the limits of liability. Contractor shall have the County of Door designated as an Additional Insured on the comprehensive general liability insurance policy, and shall provide County with a certificate, endorsement, and copy of the insurance policy evidencing such. The minimum amount of comprehensive general liability insurance Contractor shall provide is \$1,000,000.00 (One Million Dollars).
15. Contractor agrees that it shall protect, indemnify, and hold harmless County and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of Contractor or Contractor's respective officers, officials, employees and agents arising out of, resulting from, or in any manner connected with the performance or nonperformance of Agreement. This includes payment of reasonable attorney's fees and costs incurred by County.
16. County agrees that it shall protect, indemnify, and hold harmless Contractor and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of County or its respective officers, officials, employees, and agents arising out of, resulting from, or in any manner connected with the performance or nonperformance of Agreement.

17. During the term of Agreement Contractor shall comply with all applicable state and/or federal labor standards, affirmative action mandates, and equal employment obligations.
18. During the term of Agreement Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
19. Contractor recognizes that it may have access to confidential or proprietary information of County. Contractor agrees to keep such information confidential.
20. Contractor shall maintain records regarding services performed in connection with Agreement in a manner sufficient to meet the requirements of Wisconsin's Open Record Law as set forth in §§ 19.31 - 19.39, Wis. Stats. Contractor shall assist County in complying with public records requests pursuant to § 19.36, Wis. Stats.
21. County reserves the right to terminate Agreement in whole or in part at any time without penalty due to non-appropriation of necessary funds by the Door County Board, the State of Wisconsin, or the Federal Government.
22. County may terminate Agreement in whole or in part without penalty at any time for any or no reason upon 10 days written notice via certified mail to the attention of Contractor at the address listed on the Signature Page of Agreement.
23. Either party's performance of any part of Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other significant cause, whether similar or dissimilar to those listed, that is beyond the reasonable control of that party.
24. Contractor shall not assign Agreement in whole or in part. Contractor shall not assign any rights or obligations under Agreement. Contractor shall not assign any payment due, or to become due, under Agreement.
25. Agreement and the rights and obligations of County and Contractor under Agreement shall be interpreted according to the laws of the State of Wisconsin.
26. Venue, as to any dispute that may arise under Agreement, shall be in the Circuit Court, County of Door, State of Wisconsin.
27. County represents and warrants that it has carefully reviewed and fully understands Agreement, including any Attachments. Contractor represents and warrants that it has carefully reviewed and fully understands Agreement, including any Attachments. Agreement shall be binding upon and shall inure to the benefit of County and Contractor, and upon their respective and permitted successors and assigns, if any.
28. Attachments to Agreement, including, if applicable, the RFP, Instructions, Specifications, and the successful Bidder's Proposal, and including the following, if any: are hereby incorporated into and made part of Agreement by attachment and by reference. County and Contractor understand and agree that the terms and conditions of Agreement, and, if applicable the RFP, Instructions, and Specifications, control over any conflicting language in any other Attachments.

29. The provisions of Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of Agreement, shall be in any way affected.

30. No modification, addition, deletion, revision, alteration or other change to Agreement shall be effective unless and until such is reduced to writing and agreed to and executed by County and Contractor.

31. Agreement and its Attachments constitute the entire agreement between the parties with respect to the subject matter.

32. The dates that Contractor expects to start and stop providing Services under Agreement are as follows:

Expected Start Date: **Fall of 2018**; and

Expected Stop Date: **Spring of 2021**.

**SIGNATURE PAGE
COUNTY OF DOOR
SNOW AND ICE REMOVAL
INDEPENDENT CONTRACTOR AGREEMENT**

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments; they have authority to enter into Agreement on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments as outlined in Agreement:

Signature of Door County Corporation Counsel	Signature of Door County Administrator
Attorney Grant P. Thomas, WI Bar No. 1013648	
Name of Corporation Counsel	Name of Administrator
Date Approved as to Form	Date Signed
Signature of Independent Contractor (Contractor)	Signature of Door County Department Director
Name of Agent Signing for Independent Contractor	Name of County Department Director
Date Signed	Date Signed
Phone Number of Independent Contractor	Phone Number of County Department
Name of Entity or Company (Independent Contractor)	Name of County Department
Independent Contractor Street Address	County Department Street Address
Independent Contractor City, State, and Zip Code	County Department City, State, and Zip Code
Federal Employer Identification Number	