



## REQUEST FOR PROPOSAL

### SNOWMOBILE TRAIL GROOMING

**Issued: October 18, 2017**

**Deadline for questions and final submission: October 31, 2017, by 5:00 PM MDT.**

#### ***INTRODUCTION***

Brian Head Town is an alpine resort community located in the mountains of Southern Utah about 30 miles east of Cedar City and just a few minutes north of Cedar Breaks National Monument. At an elevation of 10,000 feet, the scenic value and recreational opportunities in Brian Head Town are unmatched. The vast majority of the nearly 1,400 residences are vacation homes and condos.

#### ***SCOPE OF SERVICES***

##### **ROUTE/SCHEDULE:**

The contractor, as an independent contractor, agrees to groom the snowmobile trail as depicted on the attached map from 539 North Spruce Street (Thunder Mtn. Motorsports) to the State maintained trails near the Mammoth Water Tank location at least once a week. **Grooming operations shall take place within 12 hours of the conclusion of a snow storm and after the completion of Town snow removal operations. The frequency of grooming operation shall not exceed one (1) time per week. Additional grooming shall only occur following the approval or request from the Town. Contractor must contact and inform the Town prior to ANY performance of grooming operations. Contact Information: (435) 677-2029, Shane Williamson, Public Works Director. Rescue/towing operations are NOT considering grooming operations, and shall not be billed to the Town.**

Adjustments to the above stated route and schedule may be proposed by either party during the term of this proposal for the purpose of improving services to patrons, or value to the Town. Such changes must be approved in writing by both parties prior to any change being made, and must have no impact on the cost of services, except as provided for in paragraph 17 (d) of the contract document.

##### **SIGNS:**

The Town shall pay for, install, and maintain all signs necessary to identify the trail.

##### **COORDINATION MEETINGS:**

The Town and Contractor agree to hold a pre-season meeting before starting the grooming service and to meet as needed to discuss the service and make improvements or modifications as needed.



**RECORD KEEPING:**

Contractor agrees to compile information for each day groomed, identifying estimated miles groomed, total hours of grooming, and total estimated fuel consumed for each grooming run. This information shall be submitted with the monthly billing and a compiled history at the end of the season before final payment is made.

**VEHICLES/ EMPLOYEES:**

Contractor shall provide the groomer, drivers, and other necessary labor and equipment; repair and maintain the groomer and related equipment; and do all things necessary or proper for performance and completion of the services required by this Agreement. Contractor shall maintain backup equipment or have a sub-contractor arrangement to provide for continuous, uninterrupted grooming service in case of equipment failure.

**DRUG TESTING:**

Contractor warrants that it has in place appropriate and adequate drug and alcohol testing policies and that it shall comply with such policies and with all rules and regulations under Utah Code Ann. Section 34-38-1 et. seq. and all applicable Federal and State laws and regulations with regard to drug and alcohol testing.

**INDEPENDENT CONTRACTOR:**

Contractor enters into this Agreement as an independent contractor, and not as a subcontractor, agent, or servant of the Town. As an independent contractor, Contractor represents that it has all appropriate licenses and insurance to provide the grooming service and will employ and assume the control and direction over all drivers, other employees, and related equipment necessary to perform the services required under this Agreement.

**E-VERIFICATION REQUIREMENTS:**

The Contractor shall provide an E-Verify number to the town as per state and federal guidelines. Any contractor and/or sub-contractor shall be required to follow the E-Verify requirements when entering into a contract with Brian Head Town.

**RISK OF CONTRACTOR:**

Contractor agrees that the performance of duties and services under this Agreement shall be in every respect at the risk of the Contractor.



**TERM OF CONTRACT:**

Weather permitting, operations of trail grooming services under this Agreement shall commence, weather permitting on December 1, 2017, and shall continue until April 15, 2018, inclusive, unless sooner terminated in accordance with the provisions of this Agreement. The term of this Agreement may be extended by the Town for two (2) additional one (1) year periods under the same terms and conditions except as to the contract sum, which modified contract sum, will be determined in accordance with paragraph 17 (d). The election to extend this Agreement for the additional terms shall be given in writing by the Town to the Contractor on or before October 1, 2018.

**CONTRACT SUM:**

Subject to the provisions of paragraph 17(d), the Town shall pay the Contractor the total sum of \$\_\_\_\_\_ per hour of actual grooming and/or ramp construction with a grand total not to exceed \$7,000.00, except as provided in paragraph 17 (d) for the performance of the services under this Agreement Contractor shall submit to the Town its invoice for the previous month on or before the 5th day of the following month. After review of the Contractor's invoice, the Town shall make payment of sums due under this Agreement on or before the first of the month following the bill submission. The payment by the Town of the sums set forth herein shall constitute full and complete payment of all sums due to Contractor for providing the services under this Agreement, including, but not limited to, driver hours rendered in the actual provision of grooming services, employees' hours incurred in training or in preparation, cleaning, inspections, and fueling of the vehicles used under this Agreement, or for any other costs or expenses incurred by the Contractor. Any sums not paid within thirty (30) days of the due date hereunder shall accrue interest at ten percent (10%) per annum from the date due until paid in full. In the event that the Town elects to extend the terms of this Agreement as allowed in paragraph 17 (d), the same payment terms shall apply to the extension periods. Should it be necessary to delay the start of the grooming season due to insufficient snow, no adjustment shall be made to the amounts specified above.

**INSURANCE:**

The contractor, prior to commencing operations hereunder, shall insure jointly the liability of itself and that of the Town for damage to property or injury to persons arising out of the services contemplated by this Agreement. Such insurance shall be in a minimum amount of \$500,000.00 per person and \$1,000,000.00 per occurrence, and shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Utah and acceptable to Town. Contractor shall also provide, and maintain during the term of this Agreement, workers compensation and employee liability insurance for all employees to be utilized in providing services under this Agreement. Certificates of insurance verifying the Contractor's compliance with the insurance



requirements under this paragraph shall be provided to the Town upon execution of this Agreement.

***Selection Criteria***

Per State Law, Brian Head Town intends to award the contract to the lowest responsive and responsible bidder.

***RFP Submittal Requirements***

Interested contractors should provide the Town with a thorough proposal which discusses the following:

Proposals are to follow the format and are to contain the information listed in this section. To be considered responsive and responsible, proposals must address all the items listed in this section and adhere to page limitations.

- A. Completed Price Sheet.
- B. List of professional references (minimum of two).

Upon Award, the successful bidder must provide the Town with insurance certificates.

***Submittal Instructions***

Responses will be received at Brian Head Town Hall, 56 N. Hwy 143, PO Box 190068, Brian Head, UT 84719, until 5:00 pm October 31, 2017. Bidders need only submit one copy of their response, which may also be submitted electronically to [scwilliamson@bhtown.utah.gov](mailto:scwilliamson@bhtown.utah.gov). Responses should be limited to no more than the requirements set forth above. Correspondence, questions and/or clarifications of the proposal procedure should be directed to Shane Williamson, [scwilliamson@bhtown.utah.gov](mailto:scwilliamson@bhtown.utah.gov), 435-677-2029.



**PRICE SHEET**  
**SNOWMOBILE TRAIL GROOMING**  
**EXHIBIT A**

<b>ITEM</b>	<b>UNIT</b>	<b>COST</b>
1 -GROOMING OPERATIONS (HOURLY)	<b>PER HOUR</b>	<b>\$</b> _____

