ELK RUN PHASE IV HOMEOWNERS ASSOCIATION

RFP for Snow Removal Service

Mailing Address: Elk Run IV HOA

% Keiko Ito

3031 Elk Run Drive Park City, Utah 84098

Telephone: 435.962.2320 (Todd)

435.640.7979 (Paul)

970.379.2333 (Susanne)

Email: tlandis783@gmail.com

pdorius@gmail.com sbb1343@gmail.com

Elk Run Phase IV Homeowners Association

RFP for Snow Removal Services 8/31/2022

SECTION I: INTRODUCTION TO BIDDERS

This document is a Request for Proposal (RFP) for procurement of services described herein and in the Attachments. The Contractor (Bidder) is invited to review this RFP and provide a written response (Proposal).

1.1 REQUESTOR

Elk Run Phase IV Homeowners Association is a residential community located in Park City, Summit County, Utah comprised of 11 buildings containing 40 residences. There are 13 common driveways. The subdivision is located on Elk Run Drive approximately 1/2 mile southeast of Interstate 80, Jeremy Ranch exit 141. The property to be maintained is included as **Exhibit A**.

1.2 GOVERNANCE

Elk Run Phase IV is governed by an elected Board of Trustees which is soliciting this RFP and will award contract for services at its sole discretion.

SECTION II: INSTRUCTIONS TO BIDDERS

This section provides instructions and guidelines for responding to the Request for Proposal (RFP) including submission of intent to respond, calendar of RFP due dates and submission of RFP questions.

2.1 RFP SCHEDULE

The closing date for all RFP responses is September 30, 2022

Any submission and/or modification of prior submissions arriving after September 30, 2022, 4pm, MST may be deemed non compliant and may be rejected.

Schedule of Events:

RFP submitted to bidders

Questions submitted due

Proposals due

September 10, 2022

September 20, 2022

September 30, 2022

It is the bidder's responsibility to request clarification for any requirement in this RFP that is not understood.

All questions related to the RFP can be submitted preferably via email to: tlandis783@gmail.com, pdorius@gmail.com, sbb1343@gmail.com or by phone to 435.962.2320. All prospective contractors are encouraged to set up an appointment to tour the properties.

Proposals are to be submitted to **Todd Landis**, **Paul Dorius** or **Susanne Barnes** (see cover page)

2.2 ACCEPTANCE / REJECTION PROCESS

The Elk Run Phase IV Board of Directors reserves the right to make an award without further discussion of the Proposals submitted. Subsequent to the receipt of the Proposals, and at the Board's option, discussions may be scheduled with individual contractors if it becomes necessary to clarify elements of their Proposal. All proposals shall be reviewed for price/performance, competitiveness and completeness. The Elk Run Phase IV Board of Directors will make a single award for snow removal services. The Elk Run Phase IV Board of Directors also reserves the right to reject any/all Proposals received.

2.3 TERMS AND CONDITIONS:

Upon selection of the winning contractor, the Board of Trustees will negotiate and finalize a contract for service with the winning bidder. In addition to general terms and conditions, inclusion of the Scope of Work, and attachment of this document as an inclusion to the contract, the following are agreed in advance:

2.2.1 Payment:

Payment for services rendered will be made upon submittal of a proper invoice within 20 days of presentation. Any dispute over the quality of services rendered will be resolved between the Contractor and the HOA Board before payment is made.

2.2.2 Inspection of Grounds:

Interested contractors are requested to contact the HOA to arrange for an appointment to inspect the areas covered by these specifications.

2.2.3 Cancellation: The Association reserves the right or cancel this agreement upon fifteen (15) days notice if performance by the Contractor is not satisfactory.

SECTION III: CONTRACTOR INFORMATION

3.1 CONTRACTOR CONTACT INFORMATION

Contractor Legal Name:					
Legal Address:					
City, State Zipcode:					
Physical Address:					
City, State Zipcode:					
Phone, Fax, Email:	_				
Primary Contact:					
Title: Mobile number:					
Secondary Contact:					
Title: Mobile number:					
3.2 CONTRACTOR LICENSE					
Identify the states contractor holds license(s)					
License #					
3.3 CONTRACTOR BONDED / INSURANCE					
Identify bondYESNO					
If NO, please comment					

3.4 CONTRACTOR CAPABILITIES

3.4.1 Staffing

Describe your staff, including headcount and experience. In particular, please identify personnel Contractor intends to assign specifically to fulfill the terms of this contract, at least to the Supervisory level.

3.4.2 Standard Equipment

List the equipment that the contractor anticipates using to fulfill the terms of this contract (types of trucks with pows, machinery, etc)

3.4.3 Studded Tires

What vehicles (if any) used to fulfill this contract are equipped with studded tires? How do you propose to protect the Community's concrete driveways from damage?

3.4.4 Additional Equipment

List any equipment that the contractor has available to fulfill additional non routine tasks that may be necessary to provide terms of the contract (front loader less than 10,000 lbs. gross weight, etc)

3.5 CONTRACTOR SUBCONTRACTING

Contractor shall provide information in the Proposal relating to the portions of work that is expected to be performed by subcontractors. Contractor shall, in all instances, be responsible for the performance of all its contractual obligations and shall not be relieved of responsibility therefore in the event of nonperformance by its subcontractors. Any subcontractor used must carry appropriate licensure and or insurance to be covered by the Primary Contractor.

3.5.1 Assignment

Contractor may not assign or subcontract any portion of the work without securing, in advance, authorization from the HOA Board. Any use of approved subcontractors shall not relieve the Contractor of any duties as outline in this contract.

Does the Contractor intend to use subcontractors? If yes, please identifysubcontractor(s) and provide subcontractor scope of work.

If YES, p	lease comment	YES _	NO	
Details: _				
_				

SECTION IV: SCOPE OF WORK

4.1 SNOW REMOVAL: Standard Removal:

Plowing will commence when 2" of snow has accumulated prior to 4am. This is measured by the contractor at the pavement, not to include drifts or ice buildup. County Roadway snow plows may fill the driveway aprons with excess snow after driveways have been cleared and, as a result, a return trip may be necessary before 5pm.

4.1.1 Subsequent Accumulation

In addition to normal new snow removal contractor is also required to periodically remove any accumulation of snow/ice from driveways to maintain snow/ice free surfaces.

4.1.2 Layout and Delineation

It is the responsibility of the contractor to be familiar with the HOA driveways, parking areas and other areas to be plowed; including all hazards that may damage or destroy contractor equipment. Elk Run Phase IV HOA will not be responsible for damages to contractor equipment. All flags/markers used to identify hazard or obstacles as well as curbing will be supplied and installed by the contractor. To facilitate this, contractor is required to delineate driveway edges prior to start of snow season and to maintain delineation throughout the season.

4.1.2.1 Encroachments

Contractor is required to remove any accumulation that encroaches on the size/shape of driveways, parking pads and aprons. Services include use of snowblowers, bobcats, loaders, snow melt and hand work as need to maintain snow/ice free surfaces is included in this contract.

4.1.2.2 Snow Storage

Community recognizes that storage space is limited for accumulated snow. Therefore, Contractor shall push snow accumulation back or to the sides, as far as possible, so that as much space as possible will be available for subsequent snow accumulation.

4.1.2.3 Parking Impediments

In the event a parked vehicle prevents the contractor from servicing an area, the contractor shall notify the HOA so arrangements can be for removal.

4.1.3 Timeliness

Contractor shall remove snow accumulation on allwalks on the same day or day following a snowstorm. Stairs are not required to be cleared by the contractor unless prior arrangement has been made by the homeowner under separate contract.

4.1.4 Damage

Any damage to the grounds or structures due to snow removal operations is the responsibility of the contractor. All damages to HOA property must be reported to the Association within a reasonable time of first observation. All efforts will be made to avoid plowing into trees & shrubs in order to avoid unnecessary landscape damage. Such damage is the responsibility of the contractor to remedy. Contractor is required to perform a preseason walk around/inspection with HOA management to document any preexisting building or handrail damage. Any repairs not completed to the satisfaction of the HOA will be made at the contractors expense and withheld from final payment.

4.1.4.1 Turf and Sprinkler Repair:

In the event the contractor damages any turf or sprinkler system parts the contractor will repair, re-seed or sod the damaged turf and sprinkler system immediately following Spring startup.

4.1.4.2 Property Damage:

The homeowner will report in writing to the HOA any damage caused by the contractor in a timely manner at first observation.

4.1.5 Contractor may not assign or subcontract any portion of the work without securing, in advance, authorization from the HOA Board. Any use of approved subcontractors shall not relieve the Contractor of any duties as outlined in this contract.

4.2 CONTRACTOR ALTERNATIVES and/or VALUE ADDED

Contractor is encouraged to propose an alternative approach to any requirement specified in this RFP when contractor believes that significant saving or value may result for Elk Run Phase IV Homeowners Association.

SECTION V: TERM DURATION & PRICING DETAILS

5.1 Term:

The agreement term will be binding for all services noted below and proposed by contractor unless otherwise agreed to in writing between both parties.

5.2 Price:

Please provide an annual firm price to Elk Run Phase IV Homeowner Association for work commencing on November 1 to April 30 of each calendar year which covers all equipment, tools, materials and labor based on 3 options. Annual firm price shall be paid in five (5) equal monthly payments from November thru April of the designated contract year.

5.2	2.1 Option 1: one year agreement from Nov. 1, 2022 - April 30, 2023
An	nual Firm Price \$
5.2	2.2 Option 2: two year agreement from Nov. 1, 2022 - April 30, 2024
	nual Firm Price \$ tal Two (2) year Price \$
5.2	2.3 Option 3: three year agreement from Nov. 1, 2022- April 30, 2025
An Tot	nual Firm Price \$ tal Three (3) yr. Price \$
	sals must include a list of references (including contact name and phone number) g contracts of similar scope.
Reference	e 1: NAME:
	PHONE:
Reference	e 2:
	NAME:PHONE:
Reference	e 3:
	NAME:PHONE:

Exhibit A:

