

REQUEST FOR PROPOSAL NUMBER: MSVC 2023-19

OFFERS DUE: NLT 4:30 PM, November 22, 2022

PURCHASE ORDER NUMBER: (Hedgesville Public Library) **H2023-435** _____

PURCHASE ORDER NUMBER: (North Berkeley Library) **NB2023-531** _____

THIS SNOW REMOVAL CONTRACT ("Agreement"), is entered into this ___ day of _____, 20___, by and between the Martinsburg Berkeley County Public Library ("Owner"), whose address is 101 West King Street, Martinsburg, WV 25401, and _____, a _____ ("Contractor").

PROPERTY NAME & ADDRESS: _____

CONTRACTOR'S CONTACT NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE #: (____)____ - _____ FAX #: (____)____ - _____ AFTER HOURS #: (____)____ - _____

CONTRACTOR'S E-MAIL: _____@_____

CONTRACTOR'S TAXPAYER ID #: _____

COMMENCEMENT DATE: _____, 20___

TERMINATION DATE : _____, 20___ (subject to earlier termination as provided below).

1. **CONTRACT PERIOD:** **November 16, 2022, or date of award, whichever is later, through April 30, 2023.** Owner shall have the right, in its sole discretion, to terminate this Agreement on five (5) days' prior written notice to Contractor, and Contractor shall be paid for its Services to the effective date of termination.

2. **STATEMENT OF WORK:** This contract will cover all snow removal, including supplies and labor, for the **2022-2023 Season.** It will cover the following Library locations:
 - a. Hedgesville Public Library Parking Lot & sidewalks
207 N. Mary Street
Hedgesville, WV 25427

 - b. North Berkeley Library Parking Lot & sidewalks **excluding the gravel area**
1255 TJ Jackson Drive
Falling Waters, WV 25419

3. **INSURANCE.** Throughout the term of this Agreement, Contractor shall maintain insurance in accordance with the requirements set forth separately on **Exhibit B** attached hereto (for convenient delivery to Contractor’s insurance agent). Contractor shall deliver to Agent a certificate of insurance evidencing that all such coverages are in full force and effect before starting to perform Services, and if Contractor’s insurance shall expire or terminate before the Termination Date, **Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.**

4. **RESPONSE TIME:** Priority for the Hedgesville and North Berkeley branches will be in accordance with the attached schedule of open days for these libraries. (For example, if a storm occurs on Monday evening, since Hedgesville is closed on Tuesdays you would clear the North Berkeley Library first then Hedgesville.)

5. **CLOSINGS FOR LIBRARIES:** The library branches are closed on the days indicated below:

Hedgesville Public Library	Sunday, Tuesday and Thursday
North Berkeley Library	Sunday, Wednesday and Friday

6. **INVOICING:** Upon completion of service, **a separate invoice for each library location** is to be submitted via email to the address listed below. The invoice must include the purchase order number assigned to the contract for the year, date of service, description of service provided, which branch is being invoiced and appropriate pricing. **Invoices must be received, at the address indicated below, no later than 10 calendar days after the last day of month in which services were performed.**

Fiscal Services Manager
Martinsburg Public Library
101 West King Street
Martinsburg, WV 25401
e-mail: walker@mbcpl.org
& Karen.butts@mbcpl.org

7. **PAYMENTS:** Payment will be made within 30 days of receipt of proper invoice in accordance with information listed in paragraph 6, INVOICING.

8. SUBMITTALS: Return this entire form with pricing filled out in the rate column on EXHIBIT C, as well as a copy of your business license, W-9 Request for Taxpayer Identification Number and Certification, workman's compensation and current certificate of insurance.

(PRINTED NAME OF AUTHORIZED SIGNER)

(DATE)

SIGNATURE OF AUTHORIZED SIGNER

ACCEPTED BY:

(PRINTED NAME OF DIRECTOR)

(DATE)

SIGNATURE OF DIRECTOR/APPOINTEE

EXHIBIT A

INSURANCE REQUIREMENTS

During the term of this Snow Removal Contract, Contractor shall comply with the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to Library in form and content satisfactory to Library prior to commencement of the Services. The insurance is as follows:

- a. **Workers' Compensation** in accordance with the laws of the state of WV;
- b. **Employer's liability** in an amount not less than **\$250,000.00**;
- c. **Comprehensive general liability** on an occurrence form for (i) bodily injury and (ii) property damage with limits of at least **\$250,000.00** combined single limit each occurrence, including but not limited to comprehensive form, premises – operation, explosion, collapse, underground hazard, products/completed operations hazard (3 year extension beyond completion of the Services), blanket contractual coverage (including coverage for the indemnity provided under this Agreement), broad form property damage, independent vendors, personal injury (employee exclusion deleted).
- d. **Comprehensive Automobile Liability**, comprehensive form covering owned, hired and non-owned vehicles with limits of at least **\$250,000.00** combined single limit each occurrence.

Owner and Agent shall have no liability or other obligation for any of the insurance, endorsements or other protection required hereunder, including premiums and other charges. The insurance provisions specified herein shall be applicable to any contractors retained by Contractor, and Contractor shall require that such insurance be maintained by all its contractors. All insurance maintained by Contractor shall provide for a waiver of any right of subrogation of the insurers against Agent and Owner.

EXHIBIT C

CONTRACTOR'S PRICES

PRICING FOR SERVICES:

DESCRIPTION	RATE
1. Plow parking lot 2" – 4"	\$
2. Salt parking lot 2" – 4"	\$
3. Clear and salt sidewalk 2" – 4"	\$
4. Plow parking lot 4+'' – 8''	\$
5. Salt parking lot 4+'' – 8''	\$
6. Clear and salt sidewalk 4+'' – 8''	\$
7. Plow parking lot 8+'' – 12''	\$
8. Salt parking lot 8+'' – 12''	\$
9. Clear and salt sidewalk 8+'' – 12''	\$
10. Plow parking lot 12+'' – 24''	\$
11. Salt parking lot 12+'' – 24''	\$
12. Clear and salt sidewalk 12'' – 24''	\$
13. Plow parking lot 24+''	\$
14. Salt parking lot 24+''	\$
15. Clear and salt sidewalk 24'' +	\$
	\$
NOTE: Salt application for ice accumulation only as needed per branch location per Storm. (Freezing rain, ice and/or sleet only)	\$

RETURN ALL REQUIRED INFORMATION (no later than November 22, 2022 @ 4:30 PM) TO:

Martinsburg Berkeley County Public Library
 ATTN: Karen Butts, Purchasing
 101 W. King Street
 Martinsburg, WV 25401
 e-mail: Karen.butts@mbcpl.org