# **REQUEST FOR PROPOSAL FOR Snow Plowing Services**

Request for Proposal No: 2025-09-29 Date of Issue: October 1, 2025

Proposal Closing Date and Time: October 10, 2025, 5:00 p.m. MST **Proposal** to be RECEIVED by the Town PRIOR TO Proposal Closing Date and Time

to be RECEIVED by the Town PRIOR TO Proposal Closing Date and Tir above.

#### **RETURN TO:**

Town of Keystone Joshua Weber, Director Public Works 1628 Saints John Road Keystone, Colorado 80435 jweber@keystoneco.gov

THIS REQUEST FOR PROPOSAL ("RFP") IS NOT A COMPETITIVE BID BASED ON PRICE ONLY. The request for proposal allows the Town of Keystone, Colorado (the "Town") to select the service provider that best meets the needs of the Town, taking into consideration proposer qualifications, price, products, and service capabilities and other factors relevant to the Town's policies, programs, administrative resources, and budget.

This RFP has been published at the Town of Keystone Official Website: Home | Town of Keystone

All proposers must email the Public Works Director at the email above before the end of the Proposal Closing Date and Time to receive addenda to this RFP. All proposers are responsible to periodically check-in with the Town Public Works Director for relevant updates prior to the submittal of a proposal.

# PROPOSER'S CERTIFICATION

Note: return this page with your proposal.

The undersigned, as an authorized agent oproposer (initial all):	of the proposer, hereby certifies that the	
( ) has received adden	dums;	
( ) is familiar with all instructions, stated in this RFP;	terms and conditions, and specifications	
( ) is qualified to perform the work an	d services outlined in this RFP;	
( ) will hold the proposal valid until	(date);	
be held as confidential, proprietary, c	ed any information that proposer requests or trade secret information not subject to lorado Open Records Act (Section 12 o	
Company Name	Authorized Signature	
Mailing Address	Printed Name	
Town, State, Zip Code	Title	
Federal Employee ID Number (FEIN)	Phone Number	
Type of Entity (Sole Proprietorship, LLC, Partnership, LLP, Corporation, etc.)	Fax Number	

Web site (if applicable)

**Email Address** 

#### **REQUEST FOR PROPOSAL RFP NO. 2025-10-01**

The Town seeks to hire a qualified service provider (the "Service Provider") for snow plowing in the Town of Keystone.

The estimated areas of Service are as follows:

#### **EXHIBIT "A"**

Wapiti Way, being 0.08 miles Elk Spur Lane, being 0.07 miles

Total Mileage Plowed: 0.15 miles

The Town anticipates that it will enter into a task order contract. The initial term of the contract will be from November 1, 2025, through April 30, 2026. The Service Provider is to provide all the necessary labor, equipment and supplies required for the satisfactory completion of the work as an independent contractor.

Proposals are to be addressed and delivered to the Public Works Director for the Town of Keystone, in accordance with the Instructions to Proposers and all other requirements as referenced in this RFP. Proposals will be received until the Proposal Closing Date and Time set forth on the cover page of this RFP, at which time a representative of the Town will publicly announce the names of those firms or individuals submitting proposals. No other public disclosure will be made if and until award of contract.

Proposers must register with the Town to receive updates during this RFP process. To register, send an email to jweber@keystoneco.gov

The Town will use the following tentative schedule for the selection process:

- Issue requests for proposals: September 29, 2025
- Proposal Closing Date and Time: October 10, 2025, at 5:00 p.m.

The Town reserves the right to modify this schedule at any time. Should the Proposal Closing Date and Time change, the Town will send notice by email to those potential proposers registered with the Town.

TOWN OF KEYSTONE
Joshua Weber
Public Works Director

#### INSTRUCTIONS TO PROPOSERS

- 1. Proposers responding to this RFP must submit their proposals in the format specified in this solicitation.
- 2. One (1) copy in hard copy or electronic copy of the proposal must be submitted on or prior to the Proposal Closing Date and Time:

Town of Keystone Joshua Weber, Public Works Director 1628 Saints John Road Keystone, CO 80435 jweber@keystoneco.gov

- 3. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:
  - RFP Title: Snow Plowing and Sanding Services
  - RFP Number: 2025-09-05
  - Proposal Closing Date and Time: October 10, 2025, at 5:00 p.m.
  - The Proposer's name and address

#### No telephone or facsimile proposals will be accepted or considered.

- 4. Proposals must be sent by electronic mail, United States mail, or hand delivered, allowing sufficient delivery time to ensure physical receipt in the Public Works office by the Proposal Closing Date and Time. The validation of the time and date received will occur in the Town of Keystone Public Works office. Any proposer may withdraw a proposal at any time prior to the Proposal Closing Date and Time.
- 5. Proposals must be dated and signed (electronic signature is acceptable) by a duly authorized partner or corporate officer, with that person's name and title clearly identified. All the proposal terms, conditions, contents, fees and charges shall be guaranteed by the proposer for a minimum of ninety (90) days from the date of submission of the proposal to the Town.

- 6. **Checklist** The following information must be included with your proposal in this order:
  - Proposer's Certification Page (page 2 of the RFP) (must be the front page of your proposal).
  - Addenda Acknowledgments (if any). <u>Note</u>: if addenda are issued, the same will be sent via email.
  - Qualifications and Experience, specifying as necessary the types of snow plowing services identified in the Scope of Work the Proposer will provide to the Town.
  - Company profile, including overall size and the number of technicians/personnel locally providing service for each type of trade service selected in the proposal.
  - References (minimum of three (3) references).
  - Copies of any license or certification that is essential to the services offered.
  - Sample 2025 Cost Estimate completed with the Proposer's proposed costs for the work.
- 8. All changes in the RFP documents shall be through written addendum and furnished to all proposers via email.
- 9. Proposers who have questions concerning the submission of proposals or the RFP process must submit written questions to Joshua Weber <a href="mailto:jweber@keystoneco.gov">jweber@keystoneco.gov</a> at least one (1) week prior to the Proposal Closing Date and Time. The Town, at its discretion, may not respond to questions submitted after that date.
- 10. The proposals may be reviewed by a selection committee. The committee may request additional information from proposers or request personal interviews with one or more proposers. The weight to be given to each evaluation criterion will be as determined by the selection committee, if any. Final evaluation and selection may be based on, but not limited to, any or all of the following:
  - Information presented in the proposal.
  - Ability of the proposer to provide quality and timely products and services.

- Service reliability and consistency of quality.
- Qualifications and experience of the proposer.
- Insurance and ability to bond.
- References.
- Rates/fees.
- 11. All proposals timely submitted shall become the property of the Town and shall be retained in accordance with the Town's records retention schedule.
- 12. **Public Inspections of Proposals.** The Town is a Colorado governmental entity. Therefore, all information included in proposals and other written information submitted by the proposer to the Town is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes Sections 24-72-201, *et seq.* ("CORA"). Proposers should expect that the proposal may be viewed by the general public and competitors once submitted to the Town. Under CORA, trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data may not be subject to disclosure under CORA ("Confidential Information").If proposer requests any restrictions on the use or inspection of Confidential Information contained within the proposal, Proposer must:
  - (a) clearly identify *and segregate* any portion(s) of its proposal that it believes constitutes Confidential Information as defined above.
  - (b) place a cover page on such segregated Confidential Information requesting that such Confidential Information be restricted from inspection under CORA, and
  - (c) state with such request, on the cover page, the statutory basis for the request under CORA (the reasons the segregated information is Confidential Information as defined above).

Neither a proposal in its entirety, nor proposal price information will be considered Confidential Information. Any information that will be included in any resulting contract cannot be considered Confidential Information. Co-mingling of Confidential Information with information that is not Confidential Information is not acceptable.

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If Proposer fails to satisfy (a) through (c) set forth above, the Town may treat the entire proposal as a public record available for inspection by the public under CORA. However, if Proposer satisfies (a) through (c), the Town intends to redact or withhold such identified and segregated material in response to a CORA request. If the Town is subject to a legal challenge (e.g., mediation, litigation) as a result of the redaction or withholding of such Confidential Information, Proposer shall be responsible to enter into an agreement with the Town to cover all Town costs incurred, including penalties that may be imposed by a judge, to defend its CORA response, with the Town retaining full discretion on how to defend and to what extent. If Proposer fails to enter into such agreement, it shall be discretionary with the Town whether to defend the legal challenge.

13. No Waiver of Governmental Immunity. Nothing in this RFP or any resulting agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

#### **TERMS & CONDITIONS**

- 1. All participating proposers, by their signature, agree to comply with all of the terms, conditions, requirements, and instructions of this RFP as stated in this RFP. Should the Town omit anything from this document which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall contact the Town Manager as described in the Instructions to Proposers at least one (1) week prior to the Proposal Closing Date and Time.
- 2. The Town reserves the right to:
  - Reject any and all proposals received as a result of this RFP.
  - Waive or decline to waive any informalities and any irregularities in any proposal or responses received.
  - Adopt all or any part of the proposer's proposal.
  - Negotiate changes in the scope of work or services to be provided.
  - Withhold the award of contract.

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- Select the proposer(s) it deems to be most qualified to fulfill the needs of the Town. The proposer(s) with the lowest priced proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal(s).
- 3. All proposals must be signed by an authorized agent of your firm. Any firm or individual submitting a signed proposal shall be deemed to have read and understood all of the terms, conditions and requirements of this RFP.
- 4. The Town shall not be liable for any costs incurred by the proposer in the preparation and production of the proposal, contract negotiations or for any work performed prior to the execution of a contract.
- 5. All proposals and other materials submitted shall become the property of the Town.
- 6. The successful proposer(s) shall be required to enter a written contract with the Town in a form approved by the Town Attorney. In the event of any conflict between this RFP and the contract, the terms and conditions of the contract shall control.
- 7. The Town reserves the right to conduct discussions with proposers, to accept revisions of proposals, and to negotiate price changes at the sole discretion of the Town Manager. During this discussion period, the Town will not disclose any information regarding proposal submittals. Upon the execution of the contract, the proposals will become public record and contents may be disclosed upon request.
- 8. The successful proposer shall be required to indemnify and hold the Town and its agents and employees harmless from and against all suits or actions of any kind, including workers' compensation claims, brought against them for or on account of any damages or injuries received or sustained by any parties, by or from any acts of the successful proposer or its agents or employees in fulfilling its contractual duties to the Town.
- 9. Prior to entering an agreement with the Town, the successful proposer shall have their insurance company send the Town Manager a currently in-force Certificate of Insurance which indicates that insurance coverage has been obtained, including professional liability, which meets the minimum requirements as are required by Colorado law for work to be performed by the proposer and other insurance requirements as may be set forth in the written contract with the Town.

- 10. By submission of the proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer, and that the contents of the proposal have not been communicated by the proposer, or to the proposer's best knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the proposer, and will not be communicated to any person prior to the official opening of the proposals.
- 11. The Town is exempt from sales, use, and excise taxes. Certification of tax exemption will be issued to the proposer upon request. Any appropriate taxes shall be shown as a separate item in the proposal.

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#### **SCOPE OF WORK**

The Contractor will remove snow from all roads and streets within the Town each and every time snow has accumulated to a total depth of four inches from the previous plowing. Areas to be routinely sanded will be designated by the Town Manager in consultation with the contractor. For bidding purposes, it can be assumed that approximately 0.29 lane miles of road for North Fork Rd in the Town of Keystone will need sanding, plowing and snow removal when needed. The proposer must provide its own equipment and purchase the material necessary to complete the work. The type and actual amount of snow plowing work will change annually. The Town will confirm the work for each year through a task order basis generally following the Task Order Steps as described as follows:

#### Task Order Steps

The following steps shall be taken to issue a Task Order:

- Step 1: Each year the Town will identify the plowing and sanding services needed and discuss those with the Service Provider.
- Step 2: The Service Provider will provide a written scope of work along with an estimate of costs to complete the work and a schedule of performance.
- Step 3: The Town Manager will review the scope of work and cost estimate and issue a task order for all, or a portion, of the proposed scope of work that includes the proposed schedule of performance.

#### <u>Invoices</u>

The project invoice shall be in a Town approved format and shall include any detail determined necessary by the Town. Invoices needing substantial adjustments will be returned to the Service Provider for re-submittal.

#### **Coordination Requirements**

Primary coordination for all project activities will be through the Town Manager. Coordination may be required with utility companies or other local governments.

# CONTINUATION SHEET Request for Proposal No. 2025-10-01

# **Sample Cost Estimate**

2025 Services	Amount	Rate	Total
Snow Plowing			
Sanding			
Extra Services			