

## **CONTRACTED SNOW AND ICE CONTROL SERVICES**

Parties interested in providing contracted snow plowing and deicing services for the City of Columbus need to fill out and submit the Snow Plowing and Deicing Questionnaire included with this posting to Kimberly Howe at [kahowe@columbus.gov](mailto:kahowe@columbus.gov). For questions, or to obtain a Snow Plowing and Deicing Questionnaire (if unable to download the questionnaire with this posting), contact Kimberly Howe at [kahowe@columbus.gov](mailto:kahowe@columbus.gov).

**THIS OPPORTUNITY IS NOT A BID OPPORTUNITY.** Parties that respond with an interest in providing snow plowing deicing services will be contacted to discuss scope of services/pricing and determine if contract terms agreeable to both parties can be reached. The Snow Plowing and Deicing Questionnaire will aid in this process. If terms are agreed upon, a City standard services contract will be executed. A copy of the City standard contract is provided with this posting.

This advertisement is anticipated to run through October 31, 2026, with the goal of having all contracts executed by November 30, 2026. Advertisement and contracting may end earlier once enough contracts are put in place to service the City's needs. Interested parties are encouraged to respond as soon as possible.

**The following sections will form the basis of the scope of services for each contract.**

### **OVERVIEW**

The City of Columbus, Department of Public Service, is responsible for snow removal from City streets. This year, the City seeks to engage independent contractors for the provision of snow removal and deicing on an on-call, as-needed basis to supplement City crews on residential streets. Residential streets generally have speed limits of 25 miles-per-hour, carry little to no through movement, have lower traffic volumes, and have a primary purpose of providing access to abutting property. While it is anticipated that only residential streets will be plowed by contractors, other street types may also be plowed by contractors if the City has a need for assistance and the contractor is willing to do so.

Deployment of independent contractors to assist in City snow removal and deicing operations is dependent on the contractors' equipment and staffing capabilities; the City's preference is for fully staffed equipment that can be used for every event. The specifications that follow are intended to generally describe the nature of the work to be performed and the standards of performance to which each contractor (the "Contractor") will be held.

### **PERIOD OF SERVICE**

The City anticipates any resulting service contract will be a seasonal agreement inclusive of the period commencing December 1, 2026, and concluding April 30, 2027 (the "Snow Season").

### **STANDARD OF PERFORMANCE**

The Contractor and its staff are expected to perform services under this contract with the same diligence as used on its other contracts. Contractor and staff will act in a professional and courteous manner when encountering or interacting with City staff and the general public. The City reserves the right to reject the use of a Contractor or any of its staff due to uncourteous or inappropriate behavior or for incompetence or insubordination. The City further reserves the right to reject the use of any Contractor equipment on the basis of suitability or safety.

## **COMPENSATION**

### Rates

Interested parties will list rates on the Snow and Ice Control Questionnaire. The City may accept the listed rates or negotiate the rates. Hourly rates will be paid as agreed upon. Contractor should note that hourly rates are to be inclusive of all costs, including usage of equipment, labor, fuel, maintenance, mileage, internal dry runs, orientation, training, etc. The City will compensate the Contractor for any City-specific training required. In-service time will be tracked from the time the Contractor reports to the designated location to begin a shift until they complete the work and report back to the designated location. The city reserves the right to redirect the contractor from one location to another during the active shift. Travel to or from a Contractor's home base to the designated reporting location will not be compensated.

### Guaranteed Minimum Payment

The guaranteed minimum payment is intended to offset the costs associated with the mobilization of equipment and operators by the Contractor in response to service request(s) from the City. Contractor will state on the Snow and Ice Control Questionnaire the total guaranteed minimum payment expected to be received if the City contracts with the Contractor to perform services for the 2026/2027 season. The terms of the guaranteed minimum payment will be agreed upon after negotiations are complete and contained within the scope of the contract document.

In general:

- The City will prepay the guaranteed minimum payment in three equal installments. The first installment will be paid following the execution of the service contract between the City and the Contractor, with the second and third installments in January and March, respectively.
- The Contractor will keep the guaranteed minimum payment even if the Contractor is not contacted to perform services.
- Contractor will not be paid for services until services provided exceed the guaranteed minimum payment amount paid at that time. Invoices will be deducted from the amount prepaid to the Contractor until the total invoice amounts exceed the guaranteed minimum payment. The contractor will receive additional payment from the City for services rendered in excess of the guaranteed minimum payment.
- Contractors that fail to provide snow plowing services when contacted by the City will be required to return the unearned guaranteed minimum payment. Failure to return this portion of the guaranteed minimum payment when services are requested by the City, but services are not provided, will constitute a breach of contract and may result in contract termination and/or legal action.

## **OPERATIONAL SERVICES**

The City seeks to retain the services of the Contractor on an on-call, as-needed basis during inclement weather to plow snow from and deice City residential streets. The Contractor must be capable of providing the equipment, supervision, and labor necessary to perform the required operational services. The City will, at its sole discretion, determine when and how, if at all, to utilize the Contractor in City snow removal and deicing operations.

When requested, the Contractor will plow and/or salt designated local streets to remove snow to make roadways passable for vehicular travel. Snow removal will be performed in a manner which maintains visibility at intersections and avoids blocking or pushing snow into or onto private property or other public property not owned by the City. The City will provide specific instructions regarding full width or partial width plowing based on the specifics of the storm event and operations at that time. In the event full

width plowing is required, the Contractor must plow the entire width of each street from the adjacent intersection, clearing snow from curb to curb where possible. If the Contractor is unable to plow a street from curb to curb due to a portion of the street being obstructed by vehicles, debris, or other objects, the Contractor is expected to make its best effort to clear the area around said obstruction(s) to ensure the largest possible portion of the street is cleared and passable.

City operations are managed from 5 different locations in Columbus. The City will make every effort to assign a Contractor to locations near the Contractor's preferred areas, but cannot guarantee that that locations within or near the preferred area will be available and/or assigned.

Deicing services may be needed whenever freezing temperatures exist or are predicted. The Contractor may be asked to apply sand, salt, brine, or another deicing agent ("City spreading materials") to local streets if any of the Contractor's vehicles are equipped to do so. All spreading materials will be provided by the City. When directed by the City, the Contractor should perform deicing services immediately following snow removal to prevent further snow, frost, and ice build-up on cleared roadways. The unauthorized use of City spreading materials for any other purpose than application on local roadways as directed by the City is prohibited and will constitute a breach of contract and may result in contract termination and/or legal action.

The City will provide the contractor with a cell phone or smart tablet equipped with an app that will enable the City to track the progress of the work for internal and external sharing and data tracking purposes. The Contractor will be required to utilize this app to ensure proper data tracking is maintained.

Under no circumstance will the Contractor permit any of its operators to work more than 16 hours in a 24- hour period. After 16 hours of work, a minimum downtime of 8 hours is required before an operator may return to service. Additionally, under no circumstances will the Contractor be permitted to complete private work when operators and equipment are assigned to an active role for the City.

### **EQUIPMENT REQUIREMENTS**

The Contractor will list on the Snow and Ice Control Questionnaire the type of equipment anticipated to be available to perform snow plowing services for the City under this contract. All equipment used by the Contractor will be of a sufficient type, capacity and quantity to safely and efficiently perform the required work and will comply with all applicable safety standards promulgated by the local, state, and federal government. Equipment is subject to inspection by the City. Additionally, all vehicles used in connection with the contract must be properly registered and insured. If the Contractor provides equipment other than that which is solely owned by the Contractor, doing so will not relieve the Contractor of any requirements stated herein. The Contractor is responsible for fueling its equipment and performing any maintenance or repairs necessary to keep its equipment in operable condition. The Contractor also is responsible for the security of its equipment at all times. Equipment may not be stored on City property during the snow season, but the City will coordinate with the contractor to stage equipment at an outpost immediately prior to a storm event. The contractor must affix a magnetic sign or window cling, provided by the City, to their vehicle stating they are a contractor for the City of Columbus.

### **PERSONNEL REQUIREMENTS**

All operators must:

- 1) Be 18 years of age or older
- 2) Be directly employed by the Contractor
- 3) Have sufficient skill and experience to perform the work assigned to them

- 4) Possess all licenses, permits, and qualifications legally required to perform the work
- 5) Be able to read English and understand maps and emergency road procedures
- 6) Be able to communicate in and understand instructions provided in English
- 7) Have a working cell phone available for maintaining contact with City personnel during snow and ice removal operations. This is in addition to the cell phone or smart tablet provided by the City to track progress. The City reserves the right to issue a spare radio to the operator for communications in lieu of using a cell phone; the radio remains property of the City and must be returned at the conclusion of the operators shift.

The use of an operator not meeting the above requirements will constitute a breach of contract and may result in contract termination and/or legal action.

The City reserves the right to conduct background checks on any potential operator provided by the Contractor; this includes checking all driving records. Additionally, the Contractor may provide additional operators during the term of the contract, and the City will expedite reviews as quickly as possible. Approval of potential operators will take a minimum of 7 days. If the Contractor fails to provide an approved operator when services are requested by the City, lack of service will constitute a breach of contract and may result in contract termination and/or legal action.

Under no circumstances is the Contractor or any of its operators permitted to transport private or underage passengers in vehicles used during the performance of operational services for the City.

Additionally, neither the Contractor nor any of its operators may work while under the influence of alcohol, illegal drugs, or any medications capable of causing impairment. If the Contractor or an operator is found to be impaired, the City will prevent the Contractor or the operator from starting work or direct the Contractor or the operator to stop working immediately. The use of impaired personnel will constitute a breach of contract and may result in contract termination and/or legal action.

### **CONTRACTOR ORIENTATION, TRAINING, DRY RUNS**

The Contractor will attend a mandatory orientation meeting prior to performing any operational services for the City. The City will establish the date, time, and place of the meeting and provide notice of the meeting to the Contractor at least two weeks in advance. The City reserves the right to require additional training and completion of dry runs of potential routes. Failure of the Contractor, or representative, to attend the orientation meeting, attend training, or complete dry runs will constitute a breach of contract and may result in contract termination and/or legal action. Contractors are strongly encouraged to bring staff that will be performing the work to this meeting. Compensation for orientation, city training and/or dry runs will be paid at rates established in the contract.

### **SERVICE REQUEST AND MOBILIZATION**

The Contractor will designate one or more individuals to act on its behalf as the point(s) of contact for communication with the City and provide written notice to the City of the name and pertinent contact information, including a working telephone number, for the designated contact person(s). The City will use that information to request operational services from the Contractor when the need arises (the "service request"). The Contractor, and its operators, will have 4 hours, or other time as agreed upon when the service request is made, to report to the designated reporting location fully prepared to render assistance to the City. Failure of the Contractor to respond to a service request will constitute a breach of contract and may result in contract termination and/or legal action.

## **CORRECTING DEFICIENT PERFORMANCE**

The City may inspect the work performed by the Contractor to determine if the work has been completed in accordance with the specifications set forth herein. The expectation is that all operational services performed by the Contractor will be performed to meeting the City's expectations. The Contractor is required to correct any deficiencies reported to or observed by the City at no additional cost to the City within 6 hours of the City giving notice of the deficient work to the Contractor. Nothing in the service contract will be construed as to require the City to pay the Contractor for any deficient work or work not completed in accordance with the agreed upon terms and conditions of the service contract. Failure of the Contractor to correct any deficient work after receiving notice of the same will constitute a breach of contract and may result in contract termination and/or legal action.

## **NON-PERFORMANCE**

Not precluding any provision that would require contract termination by the City, the following actions constitute non-performance and a breach of contract, and may result in contract termination and/or legal action by the City and require the Contractor to return the unused portion of the guaranteed minimum payment:

1. The Contractor fails to provide the necessary equipment and operators as required in these specifications.
2. The Contractor fails to respond to or does not accept multiple service requests from the City.
3. The Contractor fails to show to the reporting location within the required timeframe following receipt of a service request from the City.
4. The Contractor fails to perform operational services in accordance with these specifications.

In the event(s) of non-performance by a Contractor, the City will request those services from another contractor.

## **ACCIDENT REPORTING**

The Contractor is required to immediately report to the appropriate authorities any accidents they are involved in during performance of operational duties for the City, regardless of severity. Call for emergency assistance, if necessary. The Contractor also is required to report the accident to the City as soon as possible thereafter.

The Contractor must submit any written report of any accident they are involved in during Contractor or operator performance of operational services for the City, regardless of severity. A copy of any warning, ticket, or citation issued by responding authorities must be given to appropriate City personnel within 48 hours.

The City is not liable for any injury or property damage that occurs in the course of the Contractor providing operational services pursuant to the service contract.

## **CONTRACT COMPLIANCE**

All Contractors who are party to a contract as defined in Columbus City Code 3901.01 must register with the City and hold a valid contract compliance certification number before a contract can be executed. Contractors not already registered with the City, or those that need to verify registration has not expired, must go to Vendor Services at <http://vendorservices.columbus.gov/> to register or verify registration status.

Vendor Services contact information:

**Email:** [vendorservices@columbus.gov](mailto:vendorservices@columbus.gov)

**Phone:** 614-645-8315

**ADDITIONAL TERMS AND CONDITIONS**

Additional terms and conditions may be added as the program is being finalized. These additional terms and conditions will be ready prior to contract execution and will be agreed to by both parties before being made a part of the contract. A contract example with standard City terms and conditions and applicable workers' compensation and liability insurance requirements is included, starting on the next page.