



REQUEST FOR BID PROPOSALS

For On-Call Emergency Snow Plowing and Salting

In the City of Sanford/Village of Springvale, Maine

The City of Sanford, Maine will receive sealed bids for: **On-Call Emergency Snow Plowing and Salting** in the City of Sanford/Village of Springvale until **11:00 a.m. on Tuesday, October 29, 2019** at the Public Works Office, 156 School Street, Sanford, Maine, at which time and place all bids will be publicly opened and read aloud. The Notice of Bids, Instructions to Bidders, Bid Specifications, and Bid Proposal Exhibits are available at the Public Works Office and online at www.sanfordmaine.org under **Businesses: Bids: Open Bids.**

DATE: October 11, 2019

By: Matthew Hill, P.E.

Matthew E. Hill, P.E.
Public Works Director
City of Sanford, Maine



INSTRUCTIONS TO BIDDERS:

Bids shall be received by the City of Sanford, Maine at the place and until the time specified in these Instructions to Bidders for: **On-Call Emergency Snow Plowing and Salting in Sanford/Springvale** then publicly read aloud for the information of bidders and other interested parties who may be present either in person or by representative.

1. PREPARATION OF BIDS

- a. Bid forms furnished by the City of Sanford or copies thereof shall be used, and strict compliance with the requirements of the Invitation to Bid, these instructions, and the instructions printed on the forms is necessary. Any bidder not utilizing the Bid Proposal Exhibits attached hereto shall be considered non-responsive to the Invitation to Bid. Each Bid Proposal Form must be accompanied by a copy of the Specifications.
- b. Each bid must give the full business address of the bidder and be signed by an authorized representative or partnership name by one of the members of the partnership or by any authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter and such bid must be accompanied by a satisfactory Certificate of Corporate Resolution, properly executed, clearly stating that such person is authorized to so bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to their signature the word "President," "Secretary," "Agent," or other title without disclosing their principal, may be held to be the bid of the individual signing.
- c. Erasure or other changes in the bids must be explained or noted over the signature of the bidder.
- d. Anyone submitting a bid shall agree to pass along to the City of Sanford any discounts, rebates or subsidies available as a result of abnormal or seasonal market conditions.



2. ALTERNATIVE BIDS

Alternative bids will not be considered unless explicitly called for in the Request for Bid Proposal.

4. CONDITIONS OF WORK

Each bidder must visit the sites of work and inform themselves of the conditions relating to the area in which the work shall be performed. Failure to do so will not relieve a successful bidder of their obligations to furnish all equipment, material, and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in this Request for Bid Proposals. The City of Sanford disclaims any and all responsibility for injury to bidders, their agents, or others while examining the work site or at any other time.

5. EXAMINATION OF SPECIFICATIONS AND SCHEDULE

Each bidder or their authorized agent is expected to examine the specifications, contract documents and all other instructions pertaining to the work, which will be open to his inspection. Failure to do so will be at the bidders own risk, and they cannot secure relief on the plea of error in the bid. At its sole discretion, the City of Sanford may accept or reject bids that do not comply with the specifications, contract documents and all other instructions pertaining to the work.

6. PERSONS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one person by or in the name of their clerk, partner, or other person, all such bids shall be rejected.

7. QUALIFICATIONS OF BIDDER

Each bidder must furnish a statement of bidders experience and their organization's experience with regard to the work specified as noted in the Bid Exhibits. The statement shall be submitted with the bid. The City of Sanford shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City of Sanford all such information and data for this purpose as the City of Sanford may request.

The City of Sanford reserves the right to reject any and all bids at its sole discretion.



8. SUBMISSION OF BID

Each bid shall be placed in a separate envelope clearly marked on the outside:

BID FOR: On-Call Emergency Snow Plowing and Salting and this envelope shall be placed in a second envelope for mailing purposes if necessary.

9. TIME OF OPENING OF BIDS

Bids received prior to the time of opening will be kept unopened in a secure place. The officer whose duty it is to open them will decide when the specified time has arrived at their sole discretion, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Electronically submitted bids (email or fax) will not be considered.

Bids will be received at the Department of Public Works located at 156 School Street in Sanford, Maine until **11:00 am on Tuesday, October 29, 2019** at which time they will be opened and read aloud for the Public.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bids confers no right for the withdrawal of the bid after it has been opened. No bids may be withdrawn within a period of thirty (30) days after the opening of bids.

11. FORM OF AGREEMENT

The successful bidder shall be required to sign a standard City of Sanford Service Agreement, a copy of which is attached hereto in the Bid Exhibits.

12. FINANCIAL REQUIREMENTS OF THE CONTRACTOR

All insurances as noted in the standard City of Sanford Service Agreement, a copy of which is attached hereto in the Bid Exhibits.



13. LIQUIDATED DAMAGES

Failure by an awarded Contractor to report within thirty (30) minutes to a Call-Out made by the Director of Public works or their designee to the Contractor's phone number of record for Emergency Snow Plowing and Salting shall constitute grounds for the imposition of liquidated damages by the City upon the Contractor. Damages shall be calculated at \$100.00 per hour for the duration of the emergency response by the Department of Public Works but shall not exceed \$1,500.00 per 48-hour period. The liquidated damages amount shall either be billed to the Contractor directly or deducted from the Contractor's invoiced payment at the discretion of the Director of Public Works.

14. AWARD OF CONTRACT

The Sanford City Council reserves the right to reject any or all bids, to waive any or all formalities in the bidding, to evaluate bids, and otherwise to act as it deems to be in the best interests of the City of Sanford. The decision of the Sanford City Council in awarding a bid shall be in accordance with the City of Sanford's Purchasing Manual.

The City reserves the right to accept multiple bids and establish a prequalified list of contracted companies to perform work on a project-by project basis or as Contractors' schedules and availabilities allow for the convenience of the City.

15. TAXATION AND COMPLIANCE

The City of Sanford is a municipal corporation organized under the laws of the State of Maine and so its purchase of goods is exempt from State, Federal, local sales, and use taxes. The successful bidder agrees to comply with all applicable Federal, State, and local statutes, laws, codes, rules, regulations, ordinances, and orders in the performance of the contract.

DATE: October 11, 2019

City of Sanford

By:

Matthew E. Hill, P.E.

Public Works Director

SPECIFICATIONS

For On-Call Emergency Snow Plowing and Salting City of Sanford/Village of Springvale, Maine

I. Scope of Services

The work covered by this contract shall include Streets/Roads in the City of Sanford/Village of Springvale hereafter referred to as "City". The period of this contract is for one (1) year beginning on **November 14, 2019 through May 31, 2020**. The Contractor will apply salt after plowing as directed by the Department of Public Works. The specific routes will be at the discretion of the Director of Highways or their designee.

II. Providing Snow Plowing/Salting Equipment

- A. The Contractor shall provide all equipment needed, plus such additional equipment as may be necessary to perform the work herein described to the satisfaction of the City's Council and the Sanford Public Works Director.
- B. All trucks/equipment provided by the Contractor plowing in Sanford/Springvale must have radio contact with each other. The Public Works Department will provide hand held 2-way radio's at the beginning of each shift.
- C. The City shall provide the Contractor with salt as needed during a storm event. The salt provided shall be used for Sanford/Springvale's roadways and Public property exclusively. Unused salt shall be returned to the Department of Public Works.
- D. Inspection of equipment by the Director of Public Works, the Garage Maintenance Supervisor, or their designee shall be required to prior seasonal operations. All vehicles and equipment listed in the Bid Exhibits must be available and ready for inspection. Any substantial defects noted by the Director of Public Works, the Garage Maintenance Supervisor, or their designee shall be corrected to the Department's satisfaction prior to its use or operation as part of this Contract. A valid Inspection Sticker is required throughout the snow season at the time of the inspection.

This inspection will be coordinated between the Department and the Contractor at the annual **Pre-Plow Meeting hosted by the Department, which will be held on Thursday, October 31, 2019 @ 9:00 am at City Hall 919 Main Street Sanford, Maine 04073**. The Contractor or their representative will be required to attend this meeting. The Contractor is encouraged to bring along any and all operators who will be performing this work.

III. REQUIRED SAFETY EQUIPMENT

A. The following is a list of required safety equipment and safety requirements:

1. Strobe lights on each piece of equipment;
2. No loose metal hanging on the plow;
3. No spilling or leaking of oil or fuel;
4. No plow trucks with bulk storage tanks;

All trucks need to be registered, inspected, and insured during all performance periods of this contract.

IV. PERFORMANCE

A. The Contractor will commence plowing operations immediately upon notification by the Director of Highways or their designee. Operations will continue until all of roads in Sanford/Springvale are cleared of snow to meet the approval of the Public Works Director or their designee.

B. During active snowplowing operations all Contractor vehicles assigned to their area should remain on the site unless otherwise indicated by the Public Works Director, Director of Highways, or their designee. Once snowplowing operations have begun, the Contractor may be excused from the site at the discretion of the Public Works Director or their designee.

C. The Contractor will follow the generally accepted methods and practices of plowing to ensure a reasonable degree of safe conditions be made available to the driving Public. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and monitored by the City.

D. The Contractor will replace or reimburse the City of Sanford for the replacement cost of guardrail, guardrail posts, route markers, route marker posts, sign posts or guard posts, mailboxes, fencing, and any other items that are damaged by reason of snowplowing operations under this agreement if deemed responsible by the City's Public Works Director. The responsibility of the Contractor will be at the sole discretion of the Director of Public Works and will be judged in the following manner:

If the answer is "yes" to any of the following questions:

1. Was the Contractor operating outside of their normal or directed scope of operations for road treatment or against the interests of Public safety?
2. Did the Contractor intentionally cause the damage?
3. Was the Contractor negligent in their actions?

E. Before acceptance of any bid, all vehicles and/or equipment will be inspected by the Public Works Director or their designee. All vehicles and equipment must be listed on the enclosed equipment/vehicles list.

V. TERM

A. This contract shall be effective beginning November 14, 2019 and ending May 31, 2020.



EXHIBIT 1

BID PROPOSAL FORM

To: City of Sanford
c/o Matthew E. Hill, P.E.
Public Works Director
156 School Street
Sanford, Maine 04073

In response to the Invitation to Bid, Instructions to Bidders, and Specifications for On-Call Emergency Snow Plowing and Salting, City of Sanford/Village of Springvale, Maine, as dated October 10, 2019, the undersigned proposes and agrees as follows:

1. To provide services, according to the above noted instructions and specifications (with exceptions as noted in the Exhibits below) of this proposal;
2. The City of Sanford will provide compensation for said services to the awarded Contractor in the amounts as Bid below at the rate schedule as in the above noted specifications.
3. The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.
4. Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days.

The amounts are to be indicated in both words and in figures. In case of discrepancy, the amount(s) shown in words will govern.

PAYMENT SCHEDULE

1. The City of Sanford agrees to pay for a satisfactory performance of this contract, provided this work is done in accordance with the enclosed specifications and conditions. Payment will be according to the following schedule.



Bid Proposal Rates

\$ _____ **Plow Driver Rate Per Hour**

Written in Words

\$ _____ **Plow Truck Equipment Rate Per Hour**

Written in Words

\$ _____ **Other Equipment** _____ **Rate Per Hour**

Written in Words

\$ _____ **Other Equipment** _____ **Rate Per Hour**

Written in Words

\$ _____ **Other Equipment** _____ **Rate Per Hour**

Written in Words

\$ _____ **Other Equipment** _____ **Rate Per Hour**

Written in Words

\$ _____ **Other Equipment** _____ **Rate Per Hour**

Written in Words

\$ _____ **Other Equipment** _____ **Rate Per Hour**

Written in Words



In compliance with the above notice to bidders the undersigned declares that:

1. The only person or persons, interested in the bids set forth herein as principal or principals is or are named herein and no other person who is not mentioned herein has any interest in this proposal or the contract to be entered into. This proposal is made without connection with any other person or persons, company, or parties making a bid or proposal and it is in all respects fair and in good faith, without collusion or fraud.
2. The undersigned has examined all of the contract documents regarding this bid, and has informed themselves of all the terms and conditions included and set down in said contract documents. They have examined the Invitation, Specifications, Exhibits, and have furnished all information required and exceptions to the proposed work prior to the opening of bids. They have satisfied themselves concerning all nature of the proposed work to be performed.
3. All names and addresses of all persons interested in this bid as principals are as follows:

We have been in business under the present name for ___ years, during which time we have never failed to complete any work or defaulted on any contract awarded.

Dated this _____ day of _____, 2019

BY: _____
(Signature)

(Print name)

(Name of entity)

(Address of entity)

(Title, person signing bid)



EXHIBIT 2

EQUIPMENT LIST VEHICLES

Qty.	Make	Year MFG	Vin/Serial #	Type V or Plow	Width	Height	Length of Wing

Remarks concerning above equipment:



EXHIBIT 3

STATEMENT OF BIDDER'S EXPERIENCE

Please document or attach written testimony as to the experience of the Bidder and/or their Operators performing similar work.

Name of Project: _____
Client Name: _____
Contact Name: _____
Contact Telephone: _____
Year(s) Performed: _____ Roadway Miles Maintained: _____

Name of Project: _____
Client Name: _____
Contact Name: _____
Contact Telephone: _____
Year(s) Performed: _____ Roadway Miles Maintained: _____

Name of Project: _____
Client Name: _____
Contact Name: _____
Contact Telephone: _____
Year(s) Performed: _____ Roadway Miles Maintained: _____



EXHIBIT 4

EXCEPTIONS TO SPECIFICATIONS

Any exceptions, variations, or clarifications to the Specifications must be set forth on this form and included with the Bid Proposal Form. These exceptions must be spelled out in detail, numbered, and make reference to exact page number in specifications.

Failure of the bidder to note on this form any and all exceptions to any portion of the specifications as designated by Matthew E. Hill, P.E. means that the providing of **On-Call Emergency Snow Plowing and Salting, City of Sanford/Village of Springvale, Maine** must meet or exceed in all respects any and all specifications not so noted.

Failure to denote exceptions in the above manner may be cause for rejection of the entire bid.

Exception
Number

Details

Multiple horizontal lines for entering exception details.

Date: _____ 2019

By: _____

(Print Name)