

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE

PLOWING AND REMOVAL OF SNOW FROM
PARKING FACILITIES

AT THE

THE NORTHERN MAINE REGIONAL AIRPORT

PRESQUE ISLE, MAINE

Date: August 23, 2011

CITY OF PRESQUE ISLE
PLOWING AND REMOVAL OF SNOW FROM
PARKING FACILITIES
AT THE
THE NORTHERN MAINE REGIONAL AIRPORT

SECTION 1. GENERAL

The City of Presque Isle, is seeking bids from qualified companies for Plowing and Removing Snow at the Northern Maine Regional Airport Parking Lots from November 1, 2011 through April 30, 2014. These include a total of three parking lots with one at the passenger terminal, one at the general aviation terminal and one at the North Hangar complex.

SECTION 2. STANDARD CONDITIONS

1. The bidder shall be responsible for all taxes, fees and permits required of this proposal.
2. The bidder shall be responsible for the proper disposal of any waste generated.
3. The bidder shall serve in the capacity of an independent contractor and shall not be deemed an employee or representative of the municipality. The bidder understands and agrees that he is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the City, and for whom no insurance, group life insurance, vacation and sick leave, worker's compensation, unemployment and similar benefits available to City employees will accrue. The bidder further understands that annual information returns as required by the Internal Revenue Code or State of Maine Income Tax Law will be furnished to the bidder for his Income Tax records.
4. Unless otherwise stated all bids shall be in a lump sum basis for each of the three years of the contract term with one option for clearing the gravel overflow lot at the passenger terminal.
5. Any bids received after the date and time of opening will be rejected and returned unopened to the bidder. Time shall be determined as indicated on the clock where bids are received.
6. Unless otherwise stated all bids shall be submitted on the bid form supplied by the City.
7. The City reserves the right to reject any or all bids and to waive any informalities as it deems necessary. The City Council shall retain the right to determine what constitutes an informality. In its decision, the City Council may consider if other bidders are placed at a disadvantage by its decision. In all cases, the decision by the City Council shall be final.
8. Fax bids will not be accepted.
9. No bid may be withdrawn for a period of 60 days after the bid opening.
10. The bidder shall be responsible to provide all labor, materials and equipment necessary to perform the work or supply the material(s) requested in this bid and shall insure a timely completion of the work involved or the material(s) supplied in conformance with generally accepted work standards. The bidder hereby agrees to fully complete the project within the term of this agreement. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.

11. The bidder shall not sublet, sell, transfer, assign or otherwise dispose of this agreement or any portion thereof, or of his right, title, or interest therein, without written request to and written consent of the city manager, except to a bank. No subcontracts or transfer or agreement shall in any case release the bidder of his liability under this agreement.
12. If you fail to perform according to the terms of this contract at the time and in the manner specified, that failure shall be a breach of contract. In the event of a breach, the City shall immediately give oral notice to you. In the event that you still do not perform your duties, the City shall have the following options:
 - a. Terminate this contract: We may terminate the contract by sending you a written notice, stating the reason for termination. You will be paid for all work which is satisfactory done by that time. Money from your bond will be used to cover any and all cost incurred by the City in performing the work outlined in this contract, including reasonable attorney's fees.
 - b. We may hire a substitute contractor to plow and sand the parking lots for any period of time we consider necessary. This substitution will be paid with money from your bond
 - c. The City may also seek any other legal remedies available to enforce this contract.
13. The Bidder agrees to indemnify, defend and save harmless the City, it's officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the bidder in the performance of this contract and against any liability, including costs and expenses, for violation of propriety rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use of, disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.
14. Any and all notebooks, maps, plans, working papers or other work produced in the performance of this contract are property of the City.
15. Failure to provide requested information at the time the bid is submitted shall result in the bid being rejected.

SECTION 3. BIDDER QUALIFICATIONS

Bids are solicited from those firms experienced with commercial snow and ice removal, to plow and remove snow that might accumulate either from direct snowfall or drifting caused by wind, from the various surface parking lots at the Northern Maine Regional Airport.

The past record for deliveries and/or services of a bidder, or of the manufacturer of a make being bid, may be a factor in making an award of this bid, if the City of Presque Isle feels it is to its advantage to do so.

Furnish a statement listing your firm's commercial area qualifications to plow and remove snow. Furnish a listing with a minimum of three (3) facilities that you have done snow plowing/removal operations, such listing shall include the facility names, a management contact person with phone number for each location listed. Identify the individual(s) who will be the supervisor used in the contract. Include resumes describing their previous commercial snow plowing/removal experience.

SECTION 4. SUBMITTING A BID

All bid proposals must be submitted in a sealed envelope clearly marked "BID, Airport Snow Removal" on the outside of the envelope. Bids must be received by September 2, 2011 at 10:00 AM at the City Clerk's Office, 12 Second Street, Presque Isle, Maine 04769. Any questions pertaining to this bid shall be directed to

the Airport Director, Northern Maine Regional Airport, (207) 764-2550.

All bids shall be opened and read aloud in public on September 2, 2011 at 10:01 AM at the above address.

A MANDATORY pre-bid meeting will be held for interested firms at 10:00 a.m., Tuesday, August 23rd in Airport conference room. Only those firms represented at this meeting may bid on the work.

SECTION 5. INSTRUCTION TO BIDDERS

Hereinafter in these Instructions to Bidders and associated Specifications and Contract Documents, Sponsor means City of Presque Isle, Maine.

Contract Award and Funding: Services under this contract will be funded by the City of Presque Isle and will be subject to all their applicable requirements.

Exceptions: Exceptions to the specifications are to be listed separately, attached to and submitted with the bidder's proposal. The statement of bidder's qualifications must be completed and submitted with the bidder's proposal. Failure to do so may result in disqualification. If the services offered by a bidder under the specifications meets the specifications except for minor factors or reasonably small amounts in dimensions, and if it is determined by the Sponsor that these minor variations from the specifications do not prevent the services being bid from performing as satisfactorily or from being as good as services fully meeting these specifications, then those minor variations in specifications may be waived by the Sponsor, if it deems it to be to its advantage, and the services with the waived variations in specifications will be accepted as fully meeting these specifications.

Verbal Agreements: No verbal agreements or conversations with any agent or employee of the Sponsor either before or after execution of the contract shall affect or modify any of the terms or obligations contained in any of the contract documents.

Tax Exemption: The City of Presque Isle is exempt from payment of taxes imposed by the State of Maine and/or the Federal Government. Such taxes must not be reflected in the bid price.

Payment Schedule:

The City will pay a total of \$_____ for 2011-2012; \$_____ for 2012-2013 and \$_____ for 2013-2014 for your services, in installments as follows:

- 10% on or about December 15, 2011, 2012, 2013
- 20% on January 15, 2012, 2013, 2014
- 20% on February 15, 2012, 2013, 2014
- 20% on March 15, 2012, 2013, 2014
- 20% on April 15, 2012, 2013, 2014
- 10% on May 15, 2012, 2013, 2014

This schedule of payments may be modified in the event of a breach of contract.

Contract Time: The Contract time shall be stipulated in the Bid Proposal. A contract time of five (10) calendar days from the date of award is desired.

Reserved Rights: The Sponsor reserves the right to accept the bid on one or more items of a proposal, on all the items of a proposal, or on any combination of items of a proposal. The City also reserves the right to waive any informalities in bids, to accept any bid and to reject any or all bids should it be deemed for the best

interest of the Sponsor to do so. No bidder may withdraw his bid for a period of 60 days following the bid opening.

SECTION 6. PERFORMANCE BOND

You must furnish a Contract Bond, satisfactory to the City, in an amount equal to 50% (fifty percent) of the contract price for 2011-2012, 2012-2013 and 2013-2014. This bond must be obtained prior to signing this agreement. The purpose of the performance bond is to make money available to the City in the event that you do not complete part of all of your duties under this contract. The money will be used to get the work completed. A copy of the bond shall be included in the bid.

SECTION 7: SCOPE OF WORK

You agree to remove ice and snow and control ice in three parking lots located at the Northern Maine Regional Airport. These parking lots include the paved portion of the passenger terminal parking lot, the general aviation terminal parking lot and the North Hangar Complex parking lot. We would also like a separate quote for the gravel overflow portion of the passenger terminal lot. You may also elect to clear this overflow portion of the passenger terminal lot to accommodate the rental cars. Your duties will run from November 1, 2011 to April 30, 2012, November 1, 2012 to April 30, 2013 and November 1, 2013 to April 20, 2014.

The contractor shall plow and remove snow in a timely and efficient manner to permit normal operations of the three parking lots during snowfall/icing events. These lots include the passenger terminal lot, general aviation terminal lot and the north hangar complex lot.

The typical hours of operation of the passenger terminal are from 4:00 AM until 10:00 PM. However due to the possibility of a late arriving flight, the passenger terminal during a storm needs to be accessible until the last flight of the day has arrived. To provide for efficient use of resources, the contracted firm will need to interface with Airline staff to determine if they have late arrivals for the last flight of the day. To accommodate late arrivals, the travel lanes and the car rental slots will need to be kept open at a minimum. The snow removal operations for the thirty car rental parking spaces must be coordinated with the operators of the three car rental companies located at the airport. They will need to move cars to allow you to clean out their slots. Their hours of operation are from 8:00 AM until the last flight of the day has arrived. The buildup in the car rental slots should not exceed three inches at any time during their hours of operation. The passenger terminal parking lot has a very high percentage of overnight parking which will require the contracted firm to return periodically through the day to clear parking slots that become vacant after the arrival of flights. The sidewalks for the passenger terminal will continue to be cleared by airport staff. The contracted firm will need to coordinate with the airport staff on when the sidewalks will be cleared to allow for the snow to be removed from the travel lane.

The general aviation terminal is typically open from 4:00 AM to 7:30 PM Monday through Friday. On Saturday, the hours are 4:00 AM to 5:00 PM and 7:00 AM to 5:00 PM on Sunday. The general aviation terminal has to be accessible by ambulance 24/7 due to the basing of a medical evacuation plane. After hours, a travel lane to the ramp gate and to the building is absolutely necessary to support the medical aircraft. This parking lot does not have a high percentage of overnight parking. Therefore after hours, the majority of the parking lot is empty and can be easily cleared.

The North Hangar complex has no set hours of operation. Critical assess is only required for the UPS truck in the mid morning and in the early evening. All that is required is a travel lane from Missile street to the electric ramp entrance gate. This parking lot does not get a great deal of use. The majority of the parking lot can be cleared at anytime.

While we are not specifying that the parking lots need to be cleared after every lite dusting of snow, they do need to be cleared in such a way as to prevent the build up of packed snow on these surfaces which can quickly turn to ice or slush.

The contractor will be responsible to furnish and apply road salt and salted sand as needed to the parking lot areas to maintain safe and efficient vehicle movement. A straight salt application shall be made to all open parking lot areas when snow/freezing rain first starts to accumulate, and then be applied as needed for the duration of the weather event. Salted sand shall be applied to all areas of hard packed snow/ice (road salt is the preferred application material, with salted sand being used to enhance traction, when needed). Parking lot aisles, and parking spaces, as they become vacant, shall have snow promptly removed during the storm. The contractor shall have available/sufficient back-up/relief personnel to keep the operation going 24/7 during extended periods of snowfall/icing.

The contracted firm shall furnish a sufficient and stable number of trained and qualified personnel to operate his snow removal equipment. The contractor will furnish, for each snow removal operation, a supervisor, experienced in snow removal operations, who shall supervise and direct the operation of the equipment. The supervisor shall also be the operator of one of the pieces of equipment.

The contractor shall bear all costs for the repair or replacement of any Airport owned facilities or equipment of any type that is damaged by the operation of his equipment in the performance of the resulting contract, including, but not limited to, privately owned vehicles, signs, sign posts, utility poles, buildings, trees, shrubs, and lawn areas .

CONTRACTOR'S EQUIPMENT REQUIREMENTS

The following equipment will be required, as a minimum, for the work:

- one (1) vehicle equipped with a minimum of a one cubic yard capacity material ;
- Bidder should describe equipment which it plans to use for plowing travel lanes and moving snow and keeping snow beyond the boundaries of each parking lot.
- one (1) all wheel drive skid steer front end loaders (Melrose Bobcat model 763, or equivalent) with ½ cubic yard standard bucket and minimum of 8' snow pusher blade with quick coupler attachment; an acceptable substitute will be a small articulating utility loader. Equipped with ½ cubic yard standard bucket and minimum of 8' snow pusher blade with quick coupler attachment. Under no circumstances can the parking slots be simply back dragged with a snow pusher blade.

All equipment shall be equipped with an amber warning beacon for use during operations. Contractor's equipment/personnel shall be equipped with company frequency radios for communication and direction of the snow removal operation. A portable radio with the contractor's frequency shall be furnished to the Director, or designee for use of the City to communicate with the snow removal supervisor/crew during operations. In lieu of a portable radio, the supervisor can be equipped with a cell phone. However, the supervisor will need to be able to contact the crew.

HOURS OF WORK

The contractor's firm shall be available at any time during the award period, and to commence snow plowing and removal operations as soon as needed to meet the requirements of this scope of work. It is imperative that personnel and equipment are in a state of readiness to meet these requirements.

You will perform required duties for the City before proceeding to private contracts

SECTION 8: COST ADJUSTMENTS: DIESEL FUEL

Adjustments for extraordinary fuel price increases will be considered if the price of diesel fuel increases or decreases by more than ten (10%) percent, and remains higher for thirty (30) consecutive days. The base price will be the average retail price for diesel fuel in Presque Isle on November 1, 2011, 2012 and 2013. No deduction will be made if fuel prices fall below the base price. The price adjustment will be based on the contractors' actual fuel costs and not on the full contract price. An adjustment will be allowed for each ten percent (10%) increase on the base price, provided such increase is sustained for at least 30 days. Fuel

adjustments will only be made in 10% increments above base price.

Example: Nov 1 base price is \$3.00/gal. By December 1 fuel has increased to \$3.30/gal and stays there for 30 consecutive days, the City will pay the contractor thirty cents (\$0.30) for each gallon used in the performance of this contract. The contractor shall present fuel slips with vehicle numbers, dates and gallons used.

SECTION 9: COST ADJUSTMENTS: EXTRAORDINARY SEASONAL TOTAL SNOWFALL

A contract price adjustment will be allowed if the seasonal snowfall total is 20% less than or 20% more than the ten year average as documented by the Presque Isle Public Works Department. The ten year average snowfall from 2000-2009 is 121.85 inches as measured by P.I. Public Works. A one time payment, or deduction, equal to ten percent (10%) of the current seasonal contract price shall be made in the event of an extraordinary snow season.

“Extraordinary Season” means either at least 20% higher or lower than average snowfall.

STATEMENT OF BIDDER'S QUALIFICATIONS
(If desired, the bidder may submit additional information.)

1.0 Name of Bidder: _____

Bidder is: Corporation() Partnership() Individual()

2.0 Permanent Main Office Address: _____

2.a Treasury Number (Employer's ID No.): _____

3.0 When organized: _____

4.0 If a corporation, where incorporated? _____

5.0 How many years have you been engaged in business under your present firm or trade name?

6.0 Similar Projects Completed:

7.0 Similar Projects Under Construction:

8.0 Proposed Equipment to be Used on Project:

9.0 A financial statement may be required of the successful bidder prior to award.

The Undersigned hereby authorize and requests any person, firm, or corporation to furnish any information requested by the Sponsor in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Attest

Name of Bidder: _____

By: _____

Title: _____

Dated: _____

SUMMARY OF BIDS

TOTAL BID:

Plowing and Removal of Snow from Parking Facilities the Northern Maine Regional Airport.

2011-2012 Clearing of three parking lots
\$ _____ (_____ dollars total)

2011-2012 Option 1: Clearing of Gravel Passenger Terminal Parking lot located between Passenger Terminal and Airport Maintenance Building
\$ _____ (_____ dollars total)

2012-2013 Clearing of three parking lots
\$ _____ (_____ dollars total)

2012-2013 Option 1: Clearing of Gravel Passenger Terminal Parking lot located between Passenger Terminal and Airport Maintenance Building
\$ _____ (_____ dollars total)

2013-2014 Clearing of three parking lots
\$ _____ (_____ dollars total)

2013-2014 Clearing of Gravel Passenger Terminal Parking lot located between Passenger Terminal and Airport Maintenance Building
\$ _____ (_____ dollars total)

The above prices shall include all labor, materials, equipment, incidentals, expenses, overhead, profit, insurance, etc., to cover the finish work except for allowable cost adjustments in the Scope of Work.

Bidder understands that the Sponsor reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the actual date of the bid opening.

Upon receipt of written notice of acceptance of this bid, Bidder will execute a formal contract in 10 calendar days.

Respectfully Submitted:

Name of Bidder: _____

By: _____ Title: _____

BID FORM

Deadline: 10:00 am Friday, September 9, 2011

Submit to: City Clerk
12 Second Street
Presque Isle, ME 04769-2459

Company name: _____

Address: _____

Telephone/Fax: _____

The following bid is submitted in response to the Request for Bid for Plowing and Removing Snow at the Northern Maine Regional Airport Parking Lots from November 1, 2011 through April 30, 2014. These include a total of three parking lots with one at the passenger terminal, one at the general aviation terminal and one at the North Hangar complex.

The undersigned certifies that the information provided on the Bid Form is correct and that the bid meets or exceeds the specifications.

Have all specifications been met? _____yes _____no If no, have all deviations been listed on a separate page attached to this Bid Form? _____yes _____no

Base Price Bid: \$ _____

Signature: _____

Printed Name: _____

Date: _____

By affixing my signature I certify that I have the authority to submit and bid and further certify that this bid meets or exceeds all requirements of the bid.