

**CITY OF PRESQUE ISLE, MAINE
SNOW REMOVAL FOR THE 2012-2013 WINTER SEASON
INVITATION TO BID**

Sealed Bids are being accepted for snow removal for the 2012-2013 Winter Season.

Bids will be received by the City of Presque Isle, Maine at the City Clerk's office, 12 Second Street, until **10:30 a.m. on Friday August 31, 2012**. Bids will be opened and read aloud beginning at 10:31 a.m. Bids must be submitted in a sealed envelope clearly marked "**SNOW REMOVAL BID**"

Any questions pertaining to this bid shall be directed to the Deputy Public Works Director at (207) 764-2560

All materials and labor required to complete the work will be supplied by the Bidder. The cost and expense of all necessary labor, tools and equipment required to complete the work will be included in the prices stated in the Bids. Specifications can be obtained on the City Website at www.presqueisle.govoffice2.com.

A bid package can also be obtained at the following locations:
City Clerk's Office, 12 Second Street – telephone 760-2720
Public Services, 12 Second Street – telephone 760-2712

The City of Presque Isle is an Equal Opportunity Employer.

Date: August 17, 2012

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR BIDDERS TO

PROVIDE/SUPPLY SNOW REMOVAL FOR THE 2012-2013 WINTER SEASON

**CITY OF PRESQUE ISLE
REQUEST FOR BIDS**

SECTION 1. GENERAL

The City of Presque Isle is seeking bids from qualified individuals and firms (Bidder) for hauling snow from streets and parking lots in Presque Isle for the 2012-2013 winter season. The contract shall be effective November 1, 2012 and expire April 15, 2013. At the sole discretion of the City, two additional one-year contract extensions may be negotiated for 2013-2014 and 2014-2015 seasons.

SECTION 2. STANDARD CONDITIONS

1. Bidder shall be responsible for all taxes, fees and permits required of this request for bids.
2. Bidder shall be responsible for the proper disposal of any waste generated by this request for bids.
3. Bidder shall serve in the capacity of an independent Bidder and shall not be deemed an employee or representative of the municipality. The Bidder understands and agrees that he is an Independent Bidder for whom no Federal or State Income Tax will be deducted by the City, and for whom no retirement benefits, medicare, vacation and sick leave, workers compensation, employment 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, FOB Presque Isle, in U.S. funds.
5. Any bid 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 informality as it deems necessary. The City Manager shall retain the right to determine what constitutes informality. In his decision, the City Manager may consider if other bidders are placed at a disadvantage by his decision. In all cases, the decision by the City Manager shall be final.
8. Fax bids will not be accepted.
9. No bid may be withdrawn for a period of 30 days after the bid opening.
10. 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. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.

11. 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. The performance of work or the delivery of material under the contract may be terminated by the City in whole, or from time to time, in part whenever for any reason the City manager shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent to which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall be terminated on the contract date.
13. Bidder agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Bidders, sub bidders, material men, laborer, 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 right, 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 the property of the City.
15. Failure to provide requested information at the time the bid is submitted may result in the bid being rejected.

SECTION 3. BIDDER QUALIFICATIONS

- A. Complete 'Statement of Bidder Qualifications' form.
- B. Name and qualifications of the project coordinator.
- C. List of similar work performed or material delivered to include the names, addresses and telephone numbers of people who can be utilized as a reference check.

SECTION 4. SUBMITTING A BID

All bids must be submitted in a sealed envelope clearly marked “**SNOW REMOVAL BID**” on the outside of the envelope. Bids must be **RECEIVED by August 31, 2012 at 10:30 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 Deputy Public Works Director at (207) 764-2560.

All bids shall be opened and read aloud in public on August 31, 2012 at 10:30 AM at the above address. Final award of the bid is expected to be made on or about September 5, 2012 by the City Manager and/or City Council. His/their decision shall be final. Bidders are welcome to attend the bid opening and City Council meeting (if needed).

SECTION 5. SCOPE OF WORK

Bids shall be subject to the following requirements:

1. The City shall supply a snowblower with operator to load the snow onto the Bidder's trucks. The Bidder shall furnish all other equipment and personnel necessary to complete the work in a timely and efficient manner. This section pertains to the removal of snow from City streets only.
2. The Bidder shall furnish all equipment for the removal of stockpiled snow from Public Parking lots. Loading and hauling snow from the public parking lots consists of removing the stockpile of snow when the storage areas are full. This is generally done four or five times per season at the discretion of the Deputy Public Works Director or his designee.
3. Snow hauling in the downtown area is totally dependent on the frequency of storms, the amount of snowfall, and temperature. The City may require that snowbanks and windrowed snow be removed from the downtown area anytime that parking or maneuvering vehicles becomes difficult, especially during the holiday season, which is from Thanksgiving to New Year's Day. "Downtown area" is that area within ½ mile radius of the Main Street/ State Street intersection.
4. The Deputy Public Works Director or his designee will give as much notice as possible prior to hauling snow, but not less than 3 hours.
5. The City will provide a snow dumping area and plow it prior to snow hauling.
6. Snowbanks must be cleared from (a) sidewalks, (b) around and generally within 12 inches of trees, signs, poles, guywires, etc., and (c) to ground level. Bidder shall exercise caution around trees to prevent damage to the bark and branches. Bidder shall not blow snow on the trees. The snow shall be cleaned from traffic islands on or adjacent to the streets being hauled and shall be cleaned from all intersecting street corners of streets being hauled, for a distance of 25 feet back from the gutter lines.
7. Parking stalls must be scraped so that (a) the face of the curbing is visible, (b) catch basin grates are visible and (c) minimal snow/ice is allowed to accumulate on the pavement in the parking stalls.
8. The City may require snow to be removed anytime that the temperature rises and significant or prolonged melting occurs. An example would be "January thaw" or when rain is forecasted and street flooding is possible.
9. Any damage to trees, utility poles, buildings, signs, etc., caused by the Bidder's personnel or equipment shall be reported to the Deputy Public Works Director as soon as practical. Bidder shall be responsible for any repairs required.
10. Bidder shall warn motorists when snow is being loaded by way of signs placed conspicuously around the work area. Signs must be reflectorized for night use.
11. Bidder shall clean up snow that is spilled during loading or trucking, including snow that

- spills out around the sides of the snowblower. No snow shall be plowed or left in the parking stalls in the downtown area.
12. This Request for Bids only includes the removal of the plowed snow, not the actual plowing of streets and parking lots.
 13. All work shall be on a “stand-by” and “as needed” basis as determined by the Deputy Public Works Director or his designee.
 14. All work shall be at the direction of the Deputy Public Works Director or his designee, who shall have sole discretion in determining the starting and ending times, amount of snow to be removed, placement, dumping sites, roadways to be cleaned, and any and all other factors in the removal of snow.
 15. A list of roadways and parking lots subject to snow hauling is attached as Exhibit A. Specific roadways and parking lots subject to hauling shall be determined by the Deputy Public Works Director or his designee based on snow accumulation, weather, and road conditions.
 16. The Deputy Public Works Director or his designee shall have the exclusive authority to terminate the use of equipment, if the equipment and/or driver are not performing efficiently, effectively, or safely.
 17. All equipment shall have properly functioning exhaust mufflers. Use of engine brakes is prohibited.
 18. Bidders shall furnish evidence of liability insurance coverage on the equipment and drivers for the period of the work in a minimum amount of \$400,000 for any single injury, \$400,000 for any accident, and \$150,000 for property damage.
 19. Throughout the performance of the contract, Bidder is acting in an independent capacity and not as an employee, officer or agent of the Municipality. Additional personnel needed by Bidder to fulfill his/her contractual duties shall be provided by Bidder at his/her expense. Bidder is solely responsible for complying with all State and Federal laws including but not limited to workers compensation law, minimum wage law, employment security law, and drug/alcohol testing laws and regulations including 49CFR Part 382. Bidder is also solely responsible for maintaining his/her vehicles and equipment in a safe and legal condition, including lights described in Paragraph C.3 of the Maine Motor Vehicles Title 29A Section 2054.
 20. Each Bidder must also present his/her evidence of compliance with federal drug testing laws and regulations, including 49CFR Part 382. Evidence of compliance may be in the form of a letter from a third party administrator that the Bidder is a member of a drug/alcohol testing consortium.
 21. Payment for work performed shall be made the 1st and 15th day of the months of January, February, March, and April creating eight (8) equal payments based on the lump sum bid. No additional payments will be made. Fuel surcharges Will Not be allowed.
 22. The City reserves the right to decrease the Streets hauled or the number of times hauled and to negotiate corresponding price reductions.
 23. A list of suggested equipment includes the following:

- A. Be able to supply up to 20 trucks
- B. Grader of sufficient size to remove ice and packed snow from parking stalls
- C. Front end loader with power angle plow
- D. Skid steer machine or comparable to clean sidewalks and curbs
- E. Front end loader to pile snow as it is dumped. Piling with a backhoe loader is not acceptable
- F. Service truck/pickup truck

The City will supply back up equipment with operator for limited periods of time to cover Bidder breakdowns. City equipment time will be charged to the Bidder at current market rates. Rates will be agreed upon at contract signing.

EXHIBIT A

STREETS

- Parsons Street – Connector to Mechanic Street
- Turner Street
- School Street
- Mechanic Street – State Street to Judd Street
- Chapman Street – Main Street to City Limits – occasional
- Dyer Street – State Street to Park Street
- Park Street – Main Street to State Street
- Main Street – University Street to Reach Road
- Maysville Street – North Main Street to North Street
- North Street – Main to Griffin Street, including the traffic islands
- Allen Street
- Blake Street
- Charles Street
- Church Street
- Hall Street
- State Street – Turner Street to Fleetwood Street
- Second Street
- Third Street
- Riverside Drive
- Academy Street - Main Street to Erskine Street
- Howard Street
- Pleasant Street
- Cedar Street
- Maple Street
- Hillside Street
- Wilson Street
- Judd Street
- South Street
- Summer Street
- Winter Street

PARKING LOTS

- City Hall
- Public lot across from City Hall
- Salvation Army and Riverside Restaurant
- Parking lot behind 515 Main Street
- Riverside Drive Lots

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

Name of Bidder: _____

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

Permanent Main Office Address: _____

Federal ID Number: _____

When Organized: _____

If a corporation, where incorporated? _____

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

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

The Undersigned hereby authorizes and request any person, firm, or corporation to furnish any
information requested by the City of Presque Isle in verification of the recitals comprising this Statement
of the Bidder's Qualifications.

Attest Name of Bidder: _____

By: _____

Title: _____

Dated: _____

“SNOW REMOVAL BID” BID FORM
Bid Opening August 31, 2012 at 10:30 a.m.

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

Bidders Name: _____

Address: _____

Telephone Number: _____

The following bid is submitted in response to the Request for Bid for snow removal for the 2012 - 2013 winter season:

The undersigned certifies that the information provided on the Bid Form is correct.

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

Does the Bidder meet the qualifications per Section 3 and provided attachments, if required, to this Bid Form? _____yes _____no

ITEM	BID PRICE
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Lumps Sum Bid 2012-2013 Winter Season	\$ _____
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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 Request for Bid.