



**Kennebec Valley Community College**  
**92 Western Avenue**  
**Fairfield, ME 04937**

**Competitive Bid**  
**Request for Proposal**  
**This is Not an Order**

**Snow Removal Services**

<b>Date:</b>	<b>September 6, 2017</b>
<b>Site Walk-thru:</b>	<b>September 25, 2017</b>
<b>Proposal Due On:</b>	<b>September 29, 2017</b>
<b>Return Proposal To:</b>	<b>Michael Marcoux, Facilities Maintenance Engineer</b> <b>Kennebec Valley Community College</b> <b>92 Western Avenue</b> <b>Fairfield, Maine 04937</b>
<b>Phone:</b>	<b>207-453-5036</b>

# Competitive Bid Request for Proposal

## Snow Removal Services

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## Competitive Bid Request for Proposal Snow Removal Services

### 1.0 Introduction

*Kennebec Valley Community College (KVCC) is soliciting proposals for snow removal services for its Fairfield Campus located at 92 Western Avenue, Fairfield, Maine. The contractor must be currently in the business of providing snow removal services and able to provide appropriate equipment for snow removal for the duration of the contract.*

Duration of the contract will be for one year, renewable twice, with reasonable inflationary increases, and by mutual agreement.

A detailed explanation of the scope and specifications is contained in **Section 6.0, Scope of Services**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 8.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

Please refer to **Enclosure 1: Standard Terms and Conditions Applicable to All MCCS Contracts**.

### 2.0 Background

Kennebec Valley Community College (KVCC) is a comprehensive community college offering technical, career, and transfer education in addition to customized training for businesses and industries in Kennebec, Somerset, Waldo and Knox Counties. The College is located on two campuses in mid-Maine. Its 70-acre main campus in Fairfield, Maine, is reached by taking Exit 132 off Interstate 95. The new 600-acre Harold Alfond Campus is located seven miles north of the Fairfield campus on U.S. Route 201 in Hinckley, Maine.

Kennebec Valley Community College's Fairfield Campus has nine main parking lots along with several drives; the area for which snow removal is need is approximately 6.37 acres.

### 3.0 Schedule / Modifications

Description	Day/Date	Time
RFP Issued	9/6/2017	
Pre-bid Meeting and Walkthrough	9/25/2017	By Appointment
Proposals Due On	9/29/2017	3:00 P.M. EST
Award Decision & Notification	10/2/2017	

Contacting references may require this period to be extended.

### 4.0 Examination of Specifications and Schedule

Each bidder or his or her authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to this RFP. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part or in whole.

### 5.0 Submission of Bids

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, **must be received no later than: September 29, 2017 by 3:00 P.M. (EST)** .

All proposals are to be marked "Snow Removal Services" and submitted by mail, email, or delivered to:

Mail proposals to:

Michael Marcoux, Facilities Maintenance Engineer  
Kennebec Valley Community College  
92 Western Avenue  
Fairfield, ME 04937

Or deliver proposals to:

Kennebec Valley Community College  
King Hall Maintenance Office #137  
92 Western Avenue  
Fairfield, ME 04937

**Email:** [mmarcoux@kvcc.me.edu](mailto:mmarcoux@kvcc.me.edu)

## 6.0 Scope of Services and Specifications

The Scope of Services set forth in this Request for Proposal (RFP) represents an outline of the services the College anticipates the successful proposer to perform and is presented for the primary purpose of allowing the College to compare proposals. The precise scope of services shall be negotiated between the College and the successful Proposer.

### 6.1 Scope

1. All parking lots and roadways shall be cleared of snow, slush, and ice in a timely manner before the start of day by 6:00 a.m. or earlier.
2. All parking spaces must remain clear throughout the entire season
3. Circumstances during the day and night may dictate that the parking lots and roadways be cleared periodically throughout the day
4. At the start of snow removal the contractor shall push snow banks back far enough to allow for future storms
5. When snow banks are at a point in which snow can no longer be pushed far enough back; the snow should be removed to a designated area on campus
6. Snow shall be cleared only after an accumulation of two (2) inches at the start of each storm
7. During storms containing ice all roadways and parking lots must be treated with salt, sand, or a combination of the two
8. After each plowing, when the roadways and parking lots are clear, the contractor will be responsible for treating the areas with salt, sand, or a combination of the two. If the temperatures are above freezing and melting is occurring during the day, no salt or sand will be necessary during that time and will be the discretion of the Contractor and KVCC Facilities Maintenance Engineer.
9. During the evening if freezing reoccurs, the contractor shall treat necessary areas with salt, sand, or a combination of the two
10. No salt treatment shall be used on dry pavement
11. Salt, sand, or a combination should only be applied if necessary
12. When classes are cancelled due to inclement weather; the contractor will be notified in advance by the Facilities Maintenance Engineer by either phone or text messaging no later than 5:30 a.m. that day
13. When classes are delayed the contractor will be notified of such delays by the Facilities Maintenance

Engineer regarding the time of opening. The contractor will be responsible for clearing the parking lots and drives at least one hour prior to the beginning of classes to allow staff and faculty access to the campus before classes begin

14. When classes are cancelled for the entire day due to a storm, the contract will maintain a clear path to the main entrances of buildings for emergency vehicles to enter in case of fire or other emergencies. This also applies to weekends and holidays
15. Any damage to property at any of KVCC's facilities shall be the responsibility of the contractor to fix, repair, or replace to back to its original quality using the same materials at no expense to the college
16. The contractor will provide all necessary equipment for plowing and sanding in order to perform snow removal in a timely manner. See proposed equipment list: **Equipment 6.2**
17. Equipment shall be in good working condition at all times to avoid unnecessary breakdowns and shall have backup equipment available if needed.
18. The contractor and contractor's equipment must be able to manage large snow storms of heavy deep snow and other inclement weather conditions that may range anywhere from ice to rain.

## **6.2 Equipment**

1. 4 x 4 loader with pusher blade minimum 14'; articulating loader preferred. (To remain on site or be readily available to be on site at all times)
2. ¾ ton trucks with plow
3. ¾ or one ton trucks with plow and sander
4. Proposed additional equipment by contractor

Equipment types are negotiable provided the equipment to be used is mutually agreed up by the contractor and Facilities Maintenance Engineer.

## **6.3 Payment to Contractor**

Monthly invoices at the end of each month shall be submitted for services rendered to the Facilities Maintenance Engineer. Each invoice shall include in detail: dates and hours worked, hours and rates for equipment used, and any materials with quantities used such as salt and sand.

## **6.4 Prices**

1. Hourly equipment rates per piece of equipment
2. Cost for sand per ton and including application
3. Cost for salt per ton and including application
4. Cost for sand/salt combination per ton and including application

Prices must remain set for the entire snow-plowing season.

## 7.0 Contractor's Insurance

The Contractor will be required to carry worker's compensation insurance and liability insurance. Protecting KVCC and the Contractor from all claims of bodily injury or death, and property damage, arising out of work performed under this agreement. The Contractor agrees to carry all insurance required throughout the contract agreement and shall notify KVCC of any cancellations. If cancellation arise the contractor must seek and secure another insurer for coverage of equal value. The contractor agrees to carry at a minimum not less than \$300,000.00 in liability for any individual claim or all claims arising out of a single occurrence. Verification of insurance coverage must be provided by the insurer to KVCC prior to the commencement of work.

## 8.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Michael Marcoux, Facilities Maintenance Engineer  
Kennebec Valley Community College  
92 Western Avenue, Fairfield, Maine 04937  
*or via email at [mmarcoux@kvcc.me.edu](mailto:mmarcoux@kvcc.me.edu)*

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

## 9.0 Bid Review and Evaluation

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

### 1. Evaluation Method

- A. Specifications Match
- B. Equipment List
- C. Hourly Equipment Rates
- D. Cost of salt per ton; including application
- E. Cost of sand per ton; including application
- F. Cost of sand/salt mixture per ton; including application
- G. Comparative Analysis of Proposals

## **10.0 Preparation of Bids**

KVCC seeks the proposal that meets the specifications noted in this RFP. KVCC will review all proposals. The bidder shall include with the proposal any terms and conditions specific to their proposal.

Each valid proposal shall include:

- The contractor's name(s)
- Contact information ( Address, phone, Fax, Email)
- Company quote with detailed specifications and pricing.
- Company specific terms and conditions

## **11.0 Withdrawal of Bids**

All proposals must be valid for at least ten (10) days after the proposal due date, after which time proposals shall expire unless the proposer had been notified and agrees to an extension.

KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals, and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facilities.

## **12.0 Taxation and Compliance**

MCCS d/b/a KVCC is an educational institution organized under the laws of the State of Maine and so its purchase of goods is exempt from state, federal, and 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.

Dated:

September 6, 2017

By:

Kennebec Valley Community College

Michael Marcoux, Facilities Maintenance Engineer

92 Western Avenue

Fairfield, Maine 04937

Enclosure: 1. Standard Terms and Conditions applicable to All MCCS Contract

September 6, 2017

Kennebec Valley Community College  
Competitive Bid Request for Proposal  
Snow Removal Services

**Enclosure 1**

**NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS  
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL KVCC CONTRACTS**

The following Kennebec Valley Community College (KVCC) standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of KVCC. These terms and conditions derive from the public nature and limited resources of KVCC.

**KVCC DOES NOT AGREE TO:**

1. provide any defense, hold harmless or indemnity;
2. waive any statutory or constitutional immunity;
3. apply the law of a state other than Maine;
4. procure types or amounts of insurance beyond those KVCC already maintains or waive any rights of subrogation;
5. add any entity as an additional insured to KVCC policies of insurance;
6. pay attorneys' fees or costs for any other entity;
7. promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. permit an entity to change unilaterally any term or condition once the contract is signed; and
9. automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other like offer to do business with KVCC, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between KVCC and your entity, and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of KVCC any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize KVCC to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless KVCC in any and all legal actions that seek to compel KVCC to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between KVCC and your entity.