

# City of Rockland

## INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

### SNOW REMOVAL SERVICES

- 1. GOODS/SERVICES** – The City of Rockland (the “City”) is seeking proposals for **SNOW REMOVAL SERVICES** as described in the attached Specifications and consistent with the terms and conditions of the “Contract Documents,” defined below. Each firm responding to this Request for Proposals will be referred to as the “Bidder” and the firm selected to provide services to the City of Rockland, together with its owners, officers, employees, agents, and/or subcontractors, will be referred to as the “Contractor”.
- 2. BID FORM** – All bids must be submitted in conformity with the requirements of the Specifications contained herein and the Official Bid Form included herewith. The submission of a bid on a form other than the Official Bid Form shall constitute grounds for rejection of the bid. Upon execution by the City, the Official Bid Form, and such other documents as stated below, shall serve as the contract.
- 3. BID DOCUMENTS** – Bid documents shall be enclosed in an envelope sealed and clearly labeled **"Snow Removal Services, Not To Be Opened Until 2:00 PM, Thursday, December 8, 2016"** so as to identify the item for which a bid is submitted and guard against opening prior to the time set therefore.
- 4. TIME FOR RECEIVING BIDS** – Bids received prior to the time of opening will be securely kept unopened. All bids shall be delivered to City Manager, City of Rockland, 270 Pleasant Street, Rockland, ME 04841, prior to **2:00 PM on Thursday, December 8, 2016**.
- 5. BID OPENING** – The Bid Opening Meeting will be held on **Thursday, December 8, 2016** at Rockland City Hall, 270 Pleasant Street, Rockland, Maine. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.
- 6. BIDS TO REMAIN OPEN** – All bids shall remain open and may not be withdrawn for a period of sixty (60) days after the day of the bid opening, but the City may, in its discretion, release any bid.
- 7. AWARD OF CONTRACT** – The Contract will be awarded to the lowest responsible bidder, whose bid complies with all the conditions of the Contract Documents, provided the bid is reasonable, and it is in the best interest of the City to accept it as determined by the City Manager. The City reserves the right to reject any or all bids in whole or in part as it is deemed in the best interest of the City, renegotiate any contract and waive any informality which does not compromise the actual bid. In determining the most advantageous bid, the City reserves the right to consider quality, workmanship, service, and dependability of the product and manufacturer, independent of price. Upon execution by the City, the Official Bid Form, together with the other Contract Documents shall serve as the Contract.

The City Manager will give preference to local bidders if the difference between bids submitted by a company whose headquarters is located in Rockland and/or who pays excise tax on their vehicles in

Rockland and those not located in Rockland is 5% or less. If the two lowest bids are within 5% of each other and have each been submitted by companies located in Rockland, then price, quantity, quality and reliability of past or expected service shall be the only consideration in awarding the bid, or in deciding to reject any and all bids.

- 8. COMPLIANCE OF CONTRACT DOCUMENTS** – Before submittal of this bid, each Bidder must examine the Contract Documents thoroughly. The submission of a bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of these specifications.
- 9. DEVIATIONS/CHANGE ORDERS** – All deviations from the Specifications must be set forth in writing by use of the enclosed form marked "Statement of Compliance/ Deviations from Specifications." The information provided on the form must fully and completely describe each such proposed deviation and the reasons why each such deviation is fully equal or superior to the specifications. If there are no deviations, please state same. The executed "Statement of Compliance/Deviations from Specifications" *must* be submitted with the bid. The failure of a Bidder to submit the form with the bid, if the City accepts the bid, shall be deemed to constitute grounds for rejection of the bid. It is incumbent upon the Bidder to supply any and all additional information regarding any deviation from the Specifications, which in the opinion of the bidder may assist the City in evaluating compliance of the bid.
- 10. INTERPRETATIONS** – All questions about the meaning or intent of the Contract Documents shall be submitted in writing to City Manager, City of Rockland, 270 Pleasant Street, Rockland, ME 04841. Replies will be issued by addenda, mailed, sent via facsimile or delivered to all parties recorded by the City as having received bid documents. Questions received less than five (5) working days prior to the date fixed for opening bids will not be answered. Only those interpretations provided by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 11. COMPLIANCE WITH LAWS; LICENSE AND PERMIT REQUIREMENTS** – The submission of a bid will constitute an incontrovertible representation and warranty by the Bidder that the Bidder shall comply with all requirements of law, including the ordinances of the City of Rockland, in any way relating to the performance of the contract, including obtaining any and all required licenses and permits from any and all governmental agencies having any jurisdiction relating thereto, except for permits required by the City, which will be obtained by the City.
- 12. PAYMENT** – The City shall pay the Contractor for such all services and expenses at the rate set out in its Official Bid Form. The Contractor shall maintain time and expenses records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice. The City will approve said invoices within five (5) days of receipt, or reply in writing as to any reason for denying approval, and shall pay said invoices within twenty-five (25) days after approval. Successful Bidder shall keep cost records and accounts pertaining to this Contract available for inspection by City representatives for three (3) years after final payment. Copies shall be made available on request. If the services rendered do not meet the requirements of the Contract, the Contractor will correct or modify the work to comply with the Contract. The City may withhold payment for such work until the work meets the requirements of the Contract.

**13. TERM AND TERMINATION OF CONTRACT** – The Services to be performed under this contract shall be from December 2016 through May 2017, or as the need to remove snow shall dictate. The Services shall be coordinated with the City’s Director of Public Services, or his designated representative. Notwithstanding the above, if the Contractor defaults in this agreement to provide Snow Removal Services to the City’s satisfaction, or in any other way fails to provide service in accordance with the contract terms, the City shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) days, the City may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. If the City terminates this contract in whole or in part because of the Contractor’s default as aforesaid, the Successful Bidder is liable to the City for any excess costs of said services.

**14. GENERAL ADMINISTRATION** – The City Manager, or the Manager’s designee, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

**15. INDEMNIFICATION** – To the fullest extent permitted by law, the Contractor does agree to defend, indemnify and hold harmless the City, its officers, agents and employees, from and against all claims, damages, losses or expenses, just or unjust, including but not limited to costs of defense, arising out of or resulting from the performance of services hereunder, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, its officers, agents or employees, anyone directly employed by it, or anyone for whose act it may be liable, except to the extent that said claim, damage, loss or expense is caused by the City, its officers or employees.

**16. INSURANCE** – The Contractor must agree to procure and maintain, at its expense, commercial general liability insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, which may arise from the performance of services hereunder. The minimum amounts of coverage are:

<b>Type of Insurance</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
General Liability – Bodily Injury & Property Damage Combined	\$1,000,000	\$2,000,000
Automobile Liability – Combined Bodily Injury and Property Damage	\$1,000,000	
Umbrella/Excess Liability	\$1,000,000	\$1,000,000
Worker’s Compensation & Employer’s Liability	\$500,000 (Each Accident); \$500,000 (Disease Policy Limit); \$500,000 (Disease Each Employee)	

Each such certificate shall list the City as an additional insured and contain a statement of the insurer’s obligation to notify the City at least thirty (30) days prior to cancellation of any policy covered thereunder. The City shall be furnished with a Certificate of Insurance. In the event the City is required to defend itself, the Contractor shall reimburse the City's costs, including reasonable

attorneys' fees, for defense of such liabilities which arise out of the Contractor's negligence. In any claim which may arise as a result of intentional or negligent acts or omissions of the Contractor, the comprehensive general liability insurance policy provided by the Contractor shall be deemed primary protection against such claims and the City shall not be called upon to contribute to a loss otherwise payable by the Contractor's insurer due to its insured's act or omission.

**17. SUBLETTING OR ASSIGNING CONTRACT** – Neither City nor Successful Bidder shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the other.

**18. INDEPENDENT CONTRACTOR** – Throughout the performance of this Contract, the Contractor is acting in an independent capacity and not as an employee, officer or agent of the City. The Contractor at its expense shall provide additional personnel needed by the Contractor to fulfill its contractual duties. The Contractor 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 49 CFR Part 382). The Contractor is also solely responsible for maintaining its vehicles and equipment in a safe and legal condition.

**19. EQUAL OPPORTUNITY; HARASSMENT; WAGE STANDARDS** – **The awarding party, the City of Rockland, Maine, is an Equal Opportunity Employer.** In the execution of the contract, the Contractor and all subcontractors agree and undertake not to discriminate in their hiring or in the furnishing of goods or services required by this Contract on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status, and to provide reasonable accommodations to qualified individuals with disabilities upon request. All employees, agents, or subcontractors of the Contractor who enter into or upon the City's premises for any reason relating to this Contract shall at all times abide by and adhere to all laws, regulations, and/or City policies against sexual harassment and discrimination, and shall not engage in, and shall report to the City, any criminal or nefarious conduct on City property.

**20. CONTRACT DOCUMENTS** – The following documents constitute the Contract Documents:

- A. Instructions to Bidders and General Conditions
- B. Official Bid Form and Agreement
- C. Specifications
- D. Best Management Practices for Discharge of Waste Snow at the Rockland Solid Waste Facility;
- E. Statement of Compliance/Deviation from Specifications
- F. Experience Statement

**21. DOCUMENTS REQUIRED TO BE SUBMITTED WITH BID** – The following documents **must** be submitted with the bid in order for such bid to be considered complete. Any bid that does not include each and every of these documents shall constitute cause for rejection of the bid.

- A. Executed Official Bid Form and Agreement
- B. Executed Statement of Compliance/Proposed Deviations from Specifications
- C. Executed Experience Statement

## **City of Rockland**

### **SPECIFICATIONS**

#### **SNOW REMOVAL SERVICES**

SPECIFICATIONS — Bidder must be able to comply with the following Specifications:

- \* Bidder must own or subcontract six (6) wheeler trucks or six (6) tri-axle trucks;
- \* Bidder shall adhere to, and train participating personnel in, the Best Management Practices for the Discharge of Waste Snow at the Rockland Solid Waste Facility, attached hereto.
- \* Bidder shall be able to provide up to (6) wheeler trucks or six (6) tri-axle trucks within 4 hours of notification by Public Services during and or after each snow event when requested.

INFORMATION TO BE SUPPLIED BY BIDDER — Bidder shall include on the attached Official Bid Form the following information, and such other information as will assist the City in analyzing the proposals:

- Hourly rate
- Call In arrangements
- Equipment back up arrangements
- Number of 14 cu. yd. wheelers or 18 cu. yd. tri-axes (or greater) with drivers. No truck sides will be used to meet required body size.
- Option for backhoe with driver.

**BEST MANAGEMENT PRACTICES  
FOR DISCHARGE OF WASTE SNOW AT THE  
ROCKLAND SOLID WASTE DISPOSAL FACILITY**

1. The discharge shall not cause a visible oil sheen, foam, or floating solids, other than ice or snow, at any time, or which would impair the usage designated by the classification of the receiving waters.
2. The effluent shall not contain materials in concentrations or combinations, which are hazardous or toxic to aquatic life, or which would impair the usages designated by the classification of the receiving waters.
3. The discharge shall not impart color, taste, turbidity, toxicity, radioactivity or other properties, which cause those wastes to be unsuitable for the designated uses and characteristics ascribed to their class.
4. Notwithstanding specific conditions of this permit, the effluent must not lower the quality of any classified body of water below such classification, or lower the existing quality of any body of water if the existing quality is higher than the classification.
5. The discharge of snow shall not cause impoundment of the receiving waters or alter its flow and snow shall not be allowed to accumulate on the inter-tidal areas or wetland.
6. The discharge of snow shall only occur at the Municipal Fish Pier, unless otherwise approved by the Department in writing.
7. Only snow which is removed from areas where the use of sand or sand/salt mixtures is restricted may be discharged. All waste snow collected for disposal via discharge must *be* removed from the collection area within 72 hours following the end of a snow event.
8. Snow which is visibly contaminated with oil, chemicals, hazardous wastes or substances, or solid waste (other than incidental street litter not controllable through litter removal best management practices) shall not be discharged. Snow collected from areas affected by chemical spills or other circumstances which may result in the presence of toxic compounds in toxic amounts shall not be discharged.
9. Chemical spills or other circumstances which may result in the presence of toxic compounds in toxic amounts shall not be discharged.
10. The permittee shall employ reasonable best management practices to minimize the presence of incidental street litter in snow collected for discharge at the approved site(s).

**City of Rockland**  
**OFFICIAL BID FORM**  
**SNOW REMOVAL SERVICES**

Date: \_\_\_\_\_, 2016

BIDDER'S NAME: \_\_\_\_\_

Mrs. Audra Caler-Bell  
Acting City Manager  
City of Rockland  
270 Pleasant Street  
Rockland, ME 04841

Dear Mrs. Caler-Bell: In accordance with your Advertisement for Bids, Instructions to Bidders & General Conditions, Specifications, Statement of Compliance / Deviations from Specifications and this Official Bid Form, all of which we recognize as composing the Contract Documents for **SNOW REMOVAL SERVICES**, we submit the following:

**A. TRI-AXLE TRUCK HOURLY RATE:** \$ \_\_\_\_\_

HOURLY RATE IN WORDS: \_\_\_\_\_ DOLLARS

Amounts are to be both words and figures. In case of discrepancy, the written word shown shall apply.

**WHEELER TRUCK HOURLY RATE:** \$ \_\_\_\_\_

HOURLY RATE IN WORDS: \_\_\_\_\_ DOLLARS

Amounts are to be both words and figures. In case of discrepancy, the written word shown shall apply.

**B. CALL IN ARRANGEMENTS:** \_\_\_\_\_

\_\_\_\_\_

(Please attach additional sheets if necessary)

**C. EQUIPMENT BACK UP ARRANGEMENTS:** \_\_\_\_\_

\_\_\_\_\_

(Please attach additional sheets if necessary)

**D. NUMBER OF 14 CU.YD. WHEELERS (OR GREATER) WITH DRIVERS:** \_\_\_\_\_

**NUMBER OF 18 CU.YD. TRI-AXLES (OR GREATER) WITH DRIVERS:** \_\_\_\_\_

(No truck sides will be used to meet required body size)  
(Bidder must own or subcontract 6 wheeler trucks or 6 tri-axle trucks)

**E. OPTION FOR BACKHOE WITH DRIVER -HOURLY RATE** \$ \_\_\_\_\_

HOURLY RATE IN WORDS:

\_\_\_\_\_ DOLLARS

Amounts are to be both words and figures. In case of discrepancy, the written word shown shall apply.

(NOTE: The City is under no obligation to accept the above-referenced Option. Such decision shall be at the discretion of the City Manager.)

**E. BIDDER INFORMATION.** Please complete the following. Attach additional sheets as necessary.

<b>Our Company is:</b>	A corporation _____ A partnership _____ Individually Owned _____ Other: _____
<b>Social Security No. or Federal I.D. No. (Submission is voluntary)</b>	
<b>Company Name and Address:</b>	
<b>Name of Principal:</b>	
<b>Minimum Three References: (Provide Addresses and Phone Numbers)</b>	
<b>Telephone Number: Facsimile Number: e-mail Address:</b>	

All sections above must be completed. All deviations from the specifications must be fully explained in writing on the Statement of Compliance/Deviations from Specifications Form and attached to the Official Bid Form, or if no deviations, you must state same.

The City of Rockland reserves the right to reject any or all bids in whole or in part as it is deemed in the best interest of the City, renegotiate any contract and waive any informality which does not compromise the actual bid.

Date: \_\_\_\_\_, 2015

BIDDER: \_\_\_\_\_

Name of Company

By: \_\_\_\_\_

Authorized Representative

Its: \_\_\_\_\_

Title

ATTEST:

\_\_\_\_\_  
City Clerk  
[SEAL]

**NOTE: WHEN FULLY EXECUTED, BID FORM AND OTHER CONTRACT DOCUMENTS REFERENCED IN INSTRUCTIONS AND GENERAL CONDITIONS SHALL SERVE AS CONTRACT**

Date: \_\_\_\_\_, 2016 **CITY OF ROCKLAND**

\_\_\_\_\_  
By: Audra Caler-Bell  
Its: Acting City Manager

ATTEST:

\_\_\_\_\_  
Stuart H. Sylvester, City Clerk

[SEAL]

I certify that the foregoing fully and completely describes each proposed deviation, if any, and the reasons why each deviation is fully equal or superior to those in specified in the Detailed Specifications.

BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

