



**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>October 25, 2017</b>
<b>Site Walk-thru:</b>	<b>By Appointment</b>
<b>Proposal Due On:</b>	<b>November 8, 2017</b>
<b>Return Proposal To:</b>	<b>Phil Newcombe, Facilities Maintenance Engineer</b> <b>Kennebec Valley Community College</b> <b>92 Western Avenue</b> <b>Fairfield, Maine 04937</b>
<b>Phone:</b>	<b>207-557-2574</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 Harold Alfond Campus located on U.S. Route 201 in Hinckley, 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.

### 3.0 Schedule / Modifications

Description	Day/Date	Time
RFP Issued	10/23/2017	
Pre-bid Meeting and Walkthrough	By Appointment	By Appointment
Proposals Due On	11/08/2017	3:00 P.M. EST
Award Decision & Notification	11/09/2017	

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: November 8, 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:

Phil Newcombe, Facilities Maintenance Engineer  
Kennebec Valley Community College  
92 Western Avenue  
Fairfield, ME 04937

Or deliver proposals to:

Kennebec Valley Community College  
Alfond Facilities Office  
391 Green Road  
Hinckley, ME 04937  
(Call (207) 557-2574, prior to coordinate delivery of proposal)

**Email:** [pnewcombe@kvcc.me.edu](mailto:pnewcombe@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. KVCC reserves the right to alter the Scope of Services as it deems necessary.

The contractor is responsible for clearing snow from all designated roads, parking lots and entrances, providing labor for clearing snow, and treating roads and parking lots with salt and sand. KVCC will be responsible for the clearing of snow from walkways and the treatment of walkways. KVCC does have minimal capacity to sand isolated slippery areas on roads and parking lots.

## 6.1 Scope

1. All primary parking lots and roadways shall be cleared of snow, slush, and ice in a timely manner by the start of day of 6:00 a.m. or earlier. Secondary areas must be cleared within twelve (12) hours after the storm. Doorways are to be cleared no later than 7:00 a.m. or 1 hours before the scheduled start of classes. For smaller storms, KVCC may opt to not use labor.
2. Application of salt must be completed by 7:00 a.m. unless actively plowing an ongoing storm. The decision to delay treatment must be approved by the Facilities Maintenance Engineer.
3. A map will be provided to the contractor with details of primary and secondary areas to be plowed, areas to pile snow, areas not to pile snow, among various other details.
4. All predetermined areas must remain clear throughout the entire season; unless agreed upon by the contractor and KVCC Facilities Maintenance Engineer.
5. Circumstances during the day and night may dictate that the parking lots and roadways be cleared periodically throughout the day.
6. At the direction of the Facilities Maintenance Engineer, snow piles will be removed to a designated area on campus.
7. Salt is to be used exclusively, unless directed otherwise by KVCC. Salt, sand, or a combination should only be applied if necessary. No salt, sand, or a combination of shall be used on dry pavement.
8. 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.
9. 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. KVCC may opt to not remove snow from areas, based on need and weather forecasts.
10. When classes are cancelled for the entire day due to a storm, the contractor 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. KVCC reserves the right to opt not to maintain the road and parking lots during a closure.
11. The contractor shall adequately take measures to protect the property of KVCC, adjacent properties, and the public. The contractor shall be responsible for any damages or injuries caused by negligence of the contractor or its employees.
12. 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. Damages to property shall be immediately reported to the Facilities Maintenance Engineer.

13. 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.**
14. Equipment shall be in good working condition at all times to avoid unnecessary breakdowns and shall have backup equipment available if needed. Any equipment found leaking fluids is to be immediately repaired, or removed from the campus. The contractor is responsible for cleanup of all fluid leaks and spills caused by either their equipment or workers.
15. 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.
16. KVCC shall be notified before the commencement and after completion of any work. Notification may be made using telephone, email, or text messaging.
17. The KVCC Harold Alfond Campus is a tobacco-free campus. The tobacco policy prohibits all smoking and use of all tobacco products. A copy of the KVCC tobacco policy will be accessible to the contractor.

## **6.2 Equipment**

1. Articulating loader with minimum three (3) yard capacity and pusher blade (To remain on site at all times) KVCC will supply a dedicated parking space that has reasonable access to a 120 volt receptacle.
2. Additional equipment, as listed by the contractor. Equipment listed must be equipment that is available and expected to be used; as needed.
3. 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**

Invoices may be submitted weekly, biweekly, or monthly as established by the contractor and KVCC. The agreed upon billing period shall remain in effect for the duration of the contract. All invoices 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. KVCC shall not be charged for rest breaks of employees or down time of equipment such as time working on equipment, breakdowns, or time freeing equipment.

Invoiced equipment hours will be for when the equipment arrives on campus and is in operation.

A weekly summary of service rendered for equipment, labor, and materials shall be submitted regardless of the invoicing frequency.

## 6.4 Prices

1. Hourly equipment rates per piece of equipment
2. Hourly for manual labor provided
3. Cost for sand per ton and including application
4. Cost for salt per ton and including application
5. Cost for sand/salt combination per ton and including application
6. Minimum amounts for hours and materials may be specified.

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:

Phil Newcombe, Facilities Maintenance Engineer  
Kennebec Valley Community College  
92 Western Avenue, Fairfield, Maine 04937  
*or via email at [pnewcombe@kvcc.me.edu](mailto:pnewcombe@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:  
October 25, 2017

By:  
Kennebec Valley Community College  
Phil Newcombe, Facilities Maintenance Engineer  
92 Western Avenue  
Fairfield, Maine 04937

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

October 25, 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.