



CITY OF SOUTH PORTLAND

Purchasing Office – Room 105
P.O. Box 9422
25 Cottage Road
South Portland, Maine
04116-9422

Invitation to Bid

SNOW REMOVAL OF SCHOOL PARKING LOTS

Sealed bids for Multi-year Plowing of the School Parking Lots and School Yards for the City of South Portland, Maine, as specified below, in the Specifications and Proposal, will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine until 2:00 P.M., Tuesday, August 1, 2017, at which time they will be publicly opened and read aloud. Proposals received after that date and time will not be considered.

Bids shall be submitted on the attached bid form in sealed envelopes, plainly marked "Bid #20-18 Plowing School Parking Lots" and shall be addressed to the purchasing agent at the above address.

Each bid must be accompanied by a deposit of \$1,000.00. This may be a properly certified check, bank treasurer's check, bank cashier's check, bank money order, cash or a bid bond. Checks and money orders shall be made payable to the City of South Portland and will be deposited in its account. Such deposits will be returned to the bidders within a reasonable time after signing of contract.

Each bid must also be accompanied by an insurance certificate for public liability, property damage and worker's compensation. If the successful bidder fails to sign and return the contract and performance bond within 14 days after notification by the City that it is ready for signature, his/her bid will lapse at the election of the City and his bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw his/her bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages.

The successful bidder will be required to sign a standard City contract and provide a performance bond in the amount of \$15,000.00.

If your business is a foreign corporation, limited liability company, limited partnership and or limited liability partnership, you must include with your bid, proof from the Maine Secretary of State's office that you are qualified to do business in the State of Maine.

The term of the contract resulting from this bid shall be for a three year period beginning at contract signing. The City of South Portland reserves the right to extend the contract as it expires a year at a time up to and including a total of five years if mutually agreeable and the successful bidder agrees to the same terms and prices.

Monday through Friday 8:00 A.M. - 4:30 P.M.
Telephone (207) 767- 7608
Fax (207) 767-7620

It is the custom of the City of South Portland to pay its bills within 20 to 30 days following completion of work and receipt of bills for all work covered by the contract. In submitting bids under attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes.

The City of South Portland reserves the right to waive all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing ordinance.

Questions regarding this bid should be directed to Russ Brigham, Director of Buildings and Grounds at 207-871-0555 Ext. 3016 or cell #207- 415-3931.

Colleen C. Selberg
Purchasing Agent

SOUTH PORTLAND SCHOOL DEPARTMENT

WORK SPECIFICATIONS

SCOPE: This bid is for contract plowing of 7 school yards and parking lots and the School Bus Maintenance Garage, including operators and equipment, effective October 15, 2017 through May 31, 2018. Optional location of Memorial Middle School are also included with the proposal and will be decided to be included or not based on contract discussion with contractor. Also included in this proposal is the hauling of excessive snow accumulation when so requested by the Director of Buildings and Grounds. At the direction of the Director of Buildings and Grounds snow may be moved, hauled or dumped on property of the School Department as directed. All services shall be performed in a good, workmanlike and prompt manner so that the disruption of school department services by snow events is minimized at all locations. This includes ensuring snow is plowed off of the parking spots and out to the corners, utilizing all fence access provided at both SPSHS, Brown, and Kaler Schools. The contractor is not to pile snow on sidewalks. It is the responsibility of the bidder to review each school site for the size, access, snow pile locations, drains, and other items that could impact their ability to perform the work required.

EQUIPMENT: Bidders must list equipment available. Bids shall be submitted for the cost per location per inch level per snow event. A "snow event" shall be the snow from a single weather system as identified by the national weather service. Bids shall include all costs, including equipment, operators, fuel and supplies. Bidders must have equipment sufficient in the judgment of the City to efficiently plow and remove snow from all school yards and parking lots in a thorough, prompt manner for school department operations at all locations. The bidder will also guarantee the City that in his/her use of plowing equipment, he/she will be plowing at least 3 different school yards at the same time.

TIME & CONDITIONS: All elementary school properties must be made accessible by 7:00A.M, the middle schools by 5:30 AM and the high school by 4:30 AM., regardless of whether school is closed due to cancellation. The School Bus Garage must be accessible by 4:00 A.M. Much of this work will be night work. It is almost impossible to plow when schools are in session, due to parked cars. Plowing operations should begin during the latter part of the storm to assure the opening of parking lots unless requested to do earlier by the Director of Buildings and Grounds. It will be necessary for the successful bidder to meet with the Director of Building and Grounds to perform pre-season property inspection and determine the locations snow to be plowed and stored

BREAKDOWN OF EQUIPMENT: In the event of breakdown of contractor's equipment, contractor will be required to obtain substitute equipment on a subcontractor basis at no additional cost to the School Department.

DAMAGE ASSESSMENT: All damage to school property by contractor shall be repaired by the contractor. The 3rd week of September, the contractor will meet with the Director of Building and Grounds to perform a preseason property inspection. Any property damage or issues will be noted, and a report will be generated. A copy will be provided to the contractor, copy will be provided to the Business Manager and the Director of Building and Grounds will retain a copy. The first week of May, the contractor or contractor's representative shall meet with the Director of Buildings and Grounds to survey plowed areas for plowing related damage. Repairs must be completed by the end of May, unless contractor and the Director have agreed on another completion schedule.

PENALTY: Should contractor fail to perform services in accordance with this contract the City may use its equipment to complete this work, and charges for such work completion shall be charged to the contractor at the School Department's time and one-half rates, and said charges may be deducted from payments to contractor under the agreement.

SLEET AND SLUSH: Sleet and slush also require plowing. References in this specification, the proposal and the agreement to "snow" include sleet and slush. School vacation, weekends and holidays will require the same plowing operations as if school were in session.

INSURANCE: A liability insurance policy protecting the South Portland School Department against claim for damages because of bodily injury, including death and property damage which may arise as a result of and/or during operations by the subcontractor, or any subcontractor either directly or indirectly employed by the contractor, shall be carried by the successful bidder. The School Department disclaims responsibilities for damages of all kinds.

SALT AND SAND: The City is responsible for ALL sanding and salting operations. We are not requesting salt/sand services from contractor.

PROPOSAL: On the proposal page, the contractor should indicate the total charge by location for any snow event. This price should be regardless of the number of times the lot is plowed. Option #1 is plowing services based per storm by inches accumulated during a snow event. A snow event will be based on the amount of accumulated snow during a 24 hour period. Option#2 is plowing services based on per location per event regardless of the inches accumulated during a snow event. The snow totals accumulated will be based on the National Weather Service in South Portland, Maine (Fairchild). The plowing contractors are required to fill-out the proposal sheets completely with regards to option #1 and #2.

SCHOOL YARDS AND LOCATIONS: This work covers the following locations:

Small School	83 Thompson Street (Willard Square area)
Dyer School	52 Alfred Street
Kaler School	165 Kelsey Street
Skillin School	180 Wescott Road
Brown School	37 Highland Avenue
Mahoney Middle School	240 Ocean Street
Memorial Middle School	120 Wescott Road
S.P. High School	637 Highland Avenue
Bus Maintenance Garage	1142 Highland Avenue

The South Portland School Department may elect to plow any of the above listed location at its option. Should the School Department choose to clear the parking lots of any location, the plowing contractor will not invoice for the location in question. In general, the school will plow Memorial Middle School, but will have times where it is necessary to have it done.

PROPOSAL OPTION #1

The UNDERSIGNED hereby proposes to Plow & Remove Snow from the School Yards and Parking Lots for the period from November 1st to April 30th, of each year starting with November 1st, 2017 as agreed to by both parties until the end April 30th, 2020 including all labor, materials and equipment necessary to complete the work in a manner satisfactory to the School Department, in accordance with the attached Invitation to Bid and Work Specifications at the following prices (Bidders must not modify column ranges and must bid a price for each location in each column):

COST PER INCH LEVEL PER SNOW EVENT
 Period: November 1st, 2017 to April 30, 2018

<u>SCHOOL</u>	1" – 3"	3.1" – 6"	6.1" – 9"	9.1" – 12"
Small School				
Dyer School				
Kaler School				
Skillin School				
Brown School				
Mahoney Middle School				
SP High School				
Bus Maintenance Garage				
Memorial Middle School				

Inch level per the National Weather Service Portland (Fairchild) snowfall total.
 Second option year

COST PER INCH LEVEL PER SNOW EVENT
 Period: November 1, 2018 to April 30, 2019

<u>SCHOOL</u>	1" – 3"	3.1" – 6"	6.1" – 9"	9.1" – 12"
Small School				
Dyer School				
Kaler School				
Skillin School				
Brown School				
Mahoney Middle School				
SP High School				
Bus Maintenance Garage				
Memorial Middle school				

Inch level per the National Weather Service Portland (Fairchild) snowfall total.

COST PER INCH LEVEL PER SNOW EVENT
 Third option year
 Period: November 1, 2019 to April 30, 2020

<u>SCHOOL</u>	1" – 3"	3.1" – 6"	6.1" – 9"	9.1" – 12"
Small School				
Dyer School				
Kaler School				
Skillin School				
Brown School				
Mahoney Middle School				
SP High School				
Bus Maintenance Garage				
Memorial Middle School				

Inch level per the National Weather Service Portland (Fairchild) snowfall total.

PROPOSAL OPTION #2

The UNDERSIGNED hereby proposes to Plow and Remove Snow from the School Yards and Parking Lots for the period from November 1st to April 30th, 2018 and each year thereafter from November 1st to April 30th as agreed to by both parties until the end April of 2020, including all labor, materials and equipment necessary to complete the work in a manner satisfactory to the School Department, in accordance with the attached Invitation to Bid and Work Specifications at the following prices (Bidders must not modify column ranges and must bid a price for each location in each column):

COST PER STORM

	<u>Period:</u>		
	11/1/2017 –	11/1/2018 –	11/1/2019 –
	04/30/2018	04/30/2019	04/30/2020

Small School			
Dyer School			
Kaler School			
Skillin School			
Brown School			
Mahoney Middle School			
SP High School			
Bus Maintenance Garage			
Memorial Middle School			

- The School Department may elect to exercise it’s option for year four (4) and year five (5) for snow plowing and removal services
- Any storm over 12 inches of snow will be priced out using the 12 inch rate plus the amount over a foot, beginning with the rate chart again. For Example: A 14” storm will be billed at the 12” rate plus the 1” – 3” rate.
- The School Department may elect to use option #1 or #2 at it’s discretion for each year of the agreement.
- The School Department may cancel this agreement with 30 days written notice to the contractor.

The undersigned shall provide the following equipment. Rates above include all charges, including equipment, operators, fuel and supplies. A proposal may be rejected if the equipment listed is not sufficient in the judgment of the School Departments to perform the work in accordance with the bid invitation. The bidder also guarantees the School Department that in his/her use of plowing equipment, he/she will be plowing a number of different school yards at the same time.

List the cost, number and size of available units of each type:

Equip & Operator (Included)	Number Available	Cost/hr.
Pickups with 8’ plows		
___ Yard Dump Trucks w/ plow		
___ Yard Dump Truck w/ plow		
___ Yard Dump Truck w/ plow		
___ (size) Loaders with plow boxes		
___ (size) Front End Loaders		

Date: _____

Bidder: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Print Name: _____

Title: _____

Mailing
Address: _____

Zip Code _____ DATE: _____

Telephone: _____ Fax: _____

E-Mail: _____

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. Bid must include \$1,000 deposit or bid bond as specified in the bid invitation. Sealed bids are due as provided in the bid invitation.

South Portland School Department

AGREEMENT

THIS AGREEMENT is made this ___day of _____, 2017 by and between the SOUTH PORTLAND SCHOOL DEPARTMENT, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "SCHOOL DEPARTMENT"), and _____ (hereinafter "CONTRACTOR"),
WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the SCHOOL DEPARTMENT and the CONTRACTOR agree as follows:

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the material and perform all of the work described in the specifications entitled: Bid #XX-18 Plowing School Parking Lots and contractors proposal dated _____ which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Specifications, and the Drawings in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be commenced by November 1st and fully completed on or before April 30th the following year, each year of the contract.

CONTRACT PRICE:

3. The SCHOOL DEPARTMENT shall pay the CONTRACTOR for the performance of the Agreement the sums as listed on Contractor's proposal dated _____.

PERFORMANCE BOND:

4. The CONTRACTOR shall furnish to the SCHOOL DEPARTMENT at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of **\$15,000.00** executed by a surety company satisfactory to the SCHOOL DEPARTMENT, guaranteeing the performance and payment by the CONTRACTOR.

GUARANTEE:

5. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the SCHOOL DEPARTMENT's written acceptance of the project.

PERMITS AND LICENSES:

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

CITY'S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the SCHOOL DEPARTMENT when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the SCHOOL DEPARTMENT.

CONTRACTOR'S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the SCHOOL DEPARTMENT, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved.

- (a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

- (b) **Business Automobile Liability**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

(c) **Workers' Compensation Insurance**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) **Professional Liability**

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

(e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the SCHOOL DEPARTMENT prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

(f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the SCHOOL DEPARTMENT of cancellation, non-renewal or material change in coverage or form.

(g) It is recommended that the SCHOOL DEPARTMENT be named as an Additional Insured on the General Liability and Automobile Liability policies.

(h) The CONTRACTOR and the CONTRACTOR'S surety (collectively, the "Indemnitors") shall indemnify and save harmless the SCHOOL DEPARTMENT, its

officers and employees (collectively, the "Indemnitees"), from and against all suits, actions, claims, demands, costs and expenses (including attorney's fees) arising out of or in connection with this Agreement or the activities, equipment, materials or operations of the said CONTRACTOR, its employees, officers, directors, agents, subcontractors or suppliers, for bodily injury, sickness, disease or death, for infringement of any patent, trademark, or copyright or for labor, services or materials performed or supplied for or on behalf of CONTRACTOR, including without limitation, labor, materials or supplies which may give rise to any statutory lien against the SCHOOL DEPARTMENT's property (any of the foregoing shall hereinafter be referred to as a "Claim") whether or not such Claim is attributable to negligence of any Indemnatee. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by CONTRACTOR, or any party working by, through or under CONTRACTOR, under any Workman's Compensation Act or disability or other employee benefit acts. This indemnification obligation shall include Indemnitees' costs and expenses (including attorneys' fees) in enforcing this indemnification obligation. Sums otherwise due to CONTRACTOR may be withheld due to any such Claim, pending satisfaction of the indemnity obligation hereunder and delivery of suitable evidence to that effect to the SCHOOL DEPARTMENT.

(i) Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the SCHOOL DEPARTMENT, or any insurance company on behalf of the SCHOOL DEPARTMENT shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

LIENS:

9. Neither the final payment nor any part of any retained percentage shall become due until the CONTRACTOR, if requested, shall deliver to the SCHOOL DEPARTMENT a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any subCONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the SCHOOL DEPARTMENT to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the SCHOOL DEPARTMENT all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

10. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the SCHOOL DEPARTMENT.

SUBCONTRACTS:

11. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the SCHOOL DEPARTMENT. The CONTRACTOR agrees that it is as fully responsible to the SCHOOL DEPARTMENT for the acts and omissions of its subCONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

12. The CONTRACTOR shall confine its apparatus; the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not encumber the SCHOOL DEPARTMENT'S premises with its equipment or materials.

PAYMENTS:

13. The SCHOOL DEPARTMENT shall make payments on account of the Agreement *within 20 to 30 days* as invoices are submitted for work completed to the satisfaction of the SCHOOL DEPARTMENT.

OTHER:

14. All terms and conditions of the Bid Invitation, Specifications and Proposal are hereby incorporated by reference as if more fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SOUTH PORTLAND SCHOOL DEPARTMENT

BY: _____
Witness

BY: _____
Ken Kunin
Superintendent of Schools

CONTRACTOR

BY: _____
Witness

BY: _____