

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE

PLOWING AND REMOVAL OF SNOW FROM

THE
AIRLINE TERMINAL PARKING FACILITY

AT THE

PRESQUE ISLE INTERNATIONAL AIRPORT

650 AIRPORT DRIVE

PRESQUE ISLE, MAINE

Date: September 17, 2020

CITY OF PRESQUE ISLE
PLOWING AND REMOVAL OF SNOW FROM
THE AIRLINE TERMINAL PARKING FACILITIES
AT THE
THE PRESQUE ISLE INTERNATIONAL AIRPORT

SECTION 1. GENERAL

The City of Presque Isle is seeking bids from qualified companies for Plowing and Removing Snow (to include salting and sanding) at the Presque Isle International Airport Airline Terminal Parking Lots located at 650 Airport Drive from October 1, 2020 through April 30, 2021. These include all the paved lots and travel ways at the Airline Terminal parking facility. The City of Presque Isle is also seeking bids for the option of including the removal of snow and applying ice melt to the sidewalks at the Airline Terminal.

SECTION 2. STANDARD CONDITIONS

1. The bidder shall be responsible for all taxes, fees and permits required of this proposal.
2. The bidder shall be responsible for the proper disposal of any waste generated.
3. The bidder shall serve in the capacity of an independent contractor and shall not be deemed an employee or representative of the municipality. The bidder understands and agrees that he is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the City, and for whom no insurance, group life insurance, vacation and sick leave, worker's compensation, unemployment 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 for the one year contract term to remove snow and ice from the Airline Terminal Parking Facility. In addition, unless otherwise stated all bids shall be in a lump sum basis for the option 1: a one year contract term to remove snow from the sidewalks and apply ice melt at the Airline Terminal.
5. Any bids 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 informalities as it deems necessary. The City Council shall retain the right to determine what constitutes an informality. In its decision, the City Council may consider if other bidders are placed at a disadvantage by its decision. In all cases, the decision by the City Council shall be final.
8. Fax bids will not be accepted.
9. No bid may be withdrawn for a period of 60 days after the bid opening.
10. The 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. The bidder hereby agrees to fully complete the project within the term of this agreement. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.

11. The 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. If you fail to perform according to the terms of this contract at the time and in the manner specified, that failure shall be a breach of contract. In the event of a breach, the City shall immediately give oral notice to you. In the event that you still do not perform your duties, the City shall have the following options:
 - a. Terminate this contract: We may terminate the contract by sending you a written notice, stating the reason for termination. You will be paid for all work which is satisfactory done by that time.
 - b. The City may also seek any other legal remedies available to enforce this contract.
13. The Bidder agrees to indemnify, defend and save harmless the City, it's officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, 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 rights, 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 property of the City.
15. Failure to provide requested information at the time the bid is submitted shall result in the bid being rejected.

SECTION 3. BIDDER QUALIFICATIONS

Bids are solicited from those firms experienced with commercial snow and ice removal, to plow and remove snow that might accumulate either from direct snowfall or drifting caused by wind, from the various paved parking lots at the Air Carrier Terminal.

The past record for deliveries and/or services of a bidder may be a factor in making an award of this bid, if the City of Presque Isle feels it is to its advantage to do so.

Furnish a statement listing your firm's commercial area qualifications to plow and remove snow. Furnish a listing with a minimum of three (3) facilities that you have done snow plowing/removal operations, such listing shall include the facility names, a management contact person with phone number for each location listed. Identify the individual(s) who will be the supervisor used in the contract. Include resumes describing their previous commercial snow plowing/removal experience.

SECTION 4. SUBMITTING A BID

All bid proposals must be submitted in a sealed envelope clearly marked "BID, Airport Snow Removal" on the outside of the envelope. Bids must be received by September 30, 2020 at 2:00 PM at the City Clerk's Office, 12 Second Street, Presque Isle, Maine 04769. Any questions pertaining to this bid shall be directed to

the Airport Director, Presque Isle International Airport, (207) 764-2550.

All bids shall be opened and read aloud in public on September 30, 2020 at 2:01 PM at the above address.

SECTION 5. INSTRUCTION TO BIDDERS

Hereinafter in these Instructions to Bidders and associated Specifications and Contract Documents, Sponsor means City of Presque Isle, Maine.

Contract Award and Funding: Services under this contract will be funded by the City of Presque Isle and will be subject to all their applicable requirements.

Exceptions: Exceptions to the specifications are to be listed separately, attached to and submitted with the bidder's proposal. The statement of bidder's qualifications must be completed and submitted with the bidder's proposal. Failure to do so may result in disqualification. If the services offered by a bidder under the specifications meets the specifications except for minor factors or reasonably small amounts in dimensions, and if it is determined by the Sponsor that these minor variations from the specifications do not prevent the services being bid from performing as satisfactorily or from being as good as services fully meeting these specifications, then those minor variations in specifications may be waived by the Sponsor, if it deems it to be to its advantage, and the services with the waived variations in specifications will be accepted as fully meeting these specifications.

Verbal Agreements: No verbal agreements or conversations with any agent or employee of the Sponsor either before or after execution of the contract shall affect or modify any of the terms or obligations contained in any of the contract documents.

Tax Exemption: The City of Presque Isle is exempt from payment of taxes imposed by the State of Maine and/or the Federal Government. Such taxes must not be reflected in the bid price.

Payment Schedule:

The City will pay a total of \$_____ for 2019 for your services, in installments as follows:

- 10% on or about October 15, 2020
- 25% on December 15, 2020
- 25% on February 15, 2021
- 20% on March 15, 2021
- 10% on April 15, 2021
- 10% on May 15, 2021

This schedule of payments may be modified in the event of a breach of contract.

Contract Time: The Contract time shall be stipulated in the Bid Proposal. A contract time of five (10) calendar days from the date of award is desired.

Reserved Rights: The City of Presque Isle reserves the right to accept the bid on one or more items of a proposal, on all the items of a proposal, or on any combination of items of a proposal. The City also reserves the right to waive any informalities in bids, to accept any bid and to reject any or all bids should it be deemed for the best interest of the City of Presque Isle to do so. No bidder may withdraw his bid for a period of 60 days following the bid opening.

SECTION 6. PERFORMANCE BOND

This one year contract does not require a performance bond.

SECTION 7: SCOPE OF WORK

You agree to remove ice and snow and control ice in the paved portions of Air Carrier Terminal parking lots located at the Presque Isle International Airport, 650 Airport Drive, Presque Isle, Maine. We would also like a separate price for removal of snow from the Air Carrier Terminal sidewalks to include the application of ice melt to remove ice. Your duties will run from October 1, 2020 to April 30, 2021.

The contractor shall plow and remove snow in a timely and efficient manner to permit normal operations of the paved parking lots during snowfall/icing events. These paved areas include the travel ways that connect the passenger parking lot, car rental spaces and the employee parking lot. All snow from the rental car and employee parking areas and their associated travel lanes shall be removed to the grassy area south of the line of spruce trees that are located along the southern edge of the employee parking lot.

The typical hours of operation of the Air Carrier terminal are from 4:00 AM until 9:30 PM. However due to the possibility of a late departing or arriving flight, the Air Carrier terminal during a storm needs to be accessible until the last flight of the day has departed and/or arrived. To provide for efficient use of resources, the contracted firm will need to interface with Airline staff to determine if they have late arrivals or departures. To accommodate late arrivals and departures, the travel lanes and the car rental slots will need to be kept open at a minimum. The snow removal operations for the thirty car rental parking spaces must be coordinated with the operators of the three car rental companies located at the airport. They will need to move cars to allow you to clean out their slots. Their hours of operation are from 8:00 AM until the last flight of the day has arrived. The buildup in the car rental slots should not exceed three inches at any time during their hours of operation. The Air Carrier terminal parking lots have a very high percentage of overnight parking which will require the contracted firm to return periodically through the day to clear parking slots that become vacant after the arrival of flights. If Option 1 is awarded, the sidewalks for the Air Carrier terminal will need to be kept clear of snow and ice with a combination of snow removal and ice melt application. It is expected that the sidewalks will be maintained to a commercially accepted level similar to Walmart with the goal of preventing slip and falls during periods of inclement weather.

While we are not specifying that the parking lots need to be cleared after every lite dusting of snow, they do need to be cleared in such a way as to prevent the build up of packed snow on these surfaces which can quickly turn to ice or slush.

The contractor will be responsible to furnish and apply road salt and salted sand as needed to the parking lot areas to maintain safe and efficient vehicle movement. A straight salt application shall be made to all open parking lot areas when snow/freezing rain first starts to accumulate, and then be applied as needed for the duration of the weather event. Salted sand shall be applied to all areas of hard packed snow/ice (road salt is the preferred application material, with salted sand being used to enhance traction, when needed). Parking lot aisles, and parking spaces, as they become vacant, shall have snow promptly removed during the storm. The contractor shall have available/sufficient back-up/relief personnel to keep the operation going 24/7 during extended periods of snowfall/icing. For the sidewalk option, it is expected 100% ice melt be applied to eliminate packed snow and ice.

The contracted firm shall furnish a sufficient and stable number of trained and qualified personnel to operate his snow removal equipment. The contractor will furnish, for each snow removal operation, a supervisor, experienced in snow removal operations, who shall supervise and direct the operation of the equipment. The supervisor shall also be the operator of one of the pieces of equipment.

The contractor shall bear all costs for the repair or replacement of any Airport owned facilities or equipment of any type that is damaged by the operation of his equipment in the performance of the resulting contract, including, but not limited to, privately owned vehicles, signs, sign posts, utility poles, buildings, trees, shrubs, and lawn areas.

CONTRACTOR'S EQUIPMENT REQUIREMENTS

The following equipment will be required, as a minimum, for the work:

- one (1) vehicle equipped with a minimum of a one cubic yard capacity material ;
- Bidder should describe equipment which it plans to use for plowing travel lanes and moving snow and keeping snow beyond the boundaries of each parking lot.
- one (1) all wheel drive skid steer front end loaders (Melrose Bobcat model 763, or equivalent) with ½ cubic yard standard bucket and minimum of 8' snow pusher blade with quick coupler attachment; an acceptable substitute will be a small articulating utility loader. Equipped with ½ cubic yard standard bucket and minimum of 8' snow pusher blade with quick coupler attachment. Under no circumstances can the parking slots be simply back dragged with a snow pusher blade.

All equipment shall be equipped with an amber warning beacon for use during operations. A portable radio with the contractor's frequency shall be furnished to the Director, or designee for use of the City to communicate with the snow removal supervisor/crew during operations. In lieu of a portable radio, the supervisor can be equipped with a cell phone.

HOURS OF WORK

The contractor's firm shall be available at any time during the award period, and to commence snow plowing and removal operations as soon as needed to meet the requirements of this scope of work. It is imperative that personnel and equipment are in a state of readiness to meet these requirements.

You will perform required duties for the City before proceeding to private contracts

SECTION 8: COST ADJUSTMENTS: DIESEL FUEL

Adjustments for extraordinary fuel price increases will be considered if the price of diesel fuel increases or decreases by more than ten (10%) percent, and remains higher for thirty (30) consecutive days. The base price will be the average retail price for diesel fuel in Presque Isle on October 1, 2020. No deduction will be made if fuel prices fall below the base price. The price adjustment will be based on the contractors' actual fuel costs and not on the full contract price. An adjustment will be allowed for each ten percent (10%) increase on the base price, provided such increase is sustained for at least 30 days. Fuel adjustments will only be made in 10% increments above base price.

Example: October 1 base price is \$3.00/gal. By January 1 fuel has increased to \$3.30/gal and stays there for 30 consecutive days, the City will pay the contractor thirty cents (\$0.30) for each gallon used in the performance of this contract. The contractor shall present fuel slips with vehicle numbers, dates and gallons used.

SECTION 9: COST ADJUSTMENTS: EXTRAORDINARY SEASONAL TOTAL SNOWFALL

A contract price adjustment will be allowed if the snowfall total exceeds 150 inches over the year term of the contract. Snowfall in excess of 150 inches will be billed on an hourly basis. All bidders should include their hourly rate on the Summary of Bids form. The City of Presque Isle however reserves the right to remove all snow in excess of 150 inches if it is deemed in its best interest

"Extraordinary Season" means snowfall in excess of 150 inches.

STATEMENT OF BIDDER'S QUALIFICATIONS

(If desired, the bidder may submit additional information.)

1.0 Name of Bidder: _____

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

2.0 Permanent Main Office Address: _____

2.a Treasury Number (Employer's ID No.): _____

3.0 When organized: _____

4.0 If a corporation, where incorporated? _____

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

6.0 Similar Projects Completed:

7.0 Similar Projects Under Construction:

8.0 Proposed Equipment to be Used on Project:

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

The Undersigned hereby authorize and requests any person, firm, or corporation to furnish any information requested by the Sponsor in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Attest

Name of Bidder: _____

By: _____

Title: _____

Dated: _____

SUMMARY OF BIDS

TOTAL BID:

Plowing and Removal of Snow from Air Carrier Terminal Parking Facilities at the Presque Isle International Airport.

October 1, 2020 to April 30, 2021 Clearing of all paved parking areas and travel lanes at the Air Carrier Terminal Parking Facility to include salting and sanding per the Scope of Work
\$ _____ (_____ dollars total)

October 1, 2020 to April 30, 2021 Clearing of all paved parking areas and travel lanes at the Air Carrier Terminal Parking Facility to include salting and sanding per the Scope of Work in excess of a snowfall total of 150 inches for the duration of the one year contract (price it by the hour).
\$ _____ per hour (_____ dollars per hour)

October 1, 2020 to April 30, 2021 Option 1: Clearing of all sidewalks at the Air Carrier Terminal Parking Facility to include the application of ice melt per the Scope of Work
\$ _____ (_____ dollars total)

October 1, 2020 to April 30, 2021 Option 1: Clearing of all sidewalks at the Air Carrier Terminal Parking Facility to include the application of ice melt per the Scope of Work in excess of a snowfall total of 150 inches for the duration of the one year contract.
\$ _____ per hour (_____ dollars per hour)

The above prices shall include all labor, materials, equipment, incidentals, expenses, overhead, profit, insurance, etc., to cover the finish work except for allowable cost adjustments in the Scope of Work.

Bidder understands that the Sponsor reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the actual date of the bid opening.

Upon receipt of written notice of acceptance of this bid, Bidder will execute a formal contract in 10 calendar days.

Respectfully Submitted:

Name of Bidder: _____

By: _____ Title: _____