

**PENOBSCOT COUNTY SNOW REMOVAL
KINGMAN/PRENTISS
SEASONS 2021/22 – 2025/26**

Bid Quotation Sheet

_____ 37.18 _____

Total number of centerline miles of
road per demographic sheet for this area.

Plowing price per mile, 1st year

Plowing price per mile, 2nd year

Plowing price per mile, 3rd year

Total plowing price per mile, year 1-3

Plowing price per mile, 4th year (Optional)

Plowing price per mile, 5th year (Optional)

Total plowing price per mile, year 1 – 5

**Does your plowing bid include the fuel clause as described in Section 8 B (Page 5) of
the Instructions to Bidders?**

_____ **Yes**

_____ **No**

Price per yard of sand, 1st year

Price per yard of sand, 2nd year

Price per yard of sand, 3rd year

Price per yard of sand, 4th year (Optional)

Price per yard of sand, 5th year (Optional)

Contractor's Name: _____

Address: _____

Phone: _____

**PENOBSCOT COUNTY SNOW REMOVAL
KINGMAN-PRENTISS
SEASONS 2021/22 – 2025/26**

“INSTRUCTIONS TO BIDDERS”

1. The Penobscot County Commissioners are soliciting bid proposals for snowplowing and sanding of the roads in the Unorganized Territories of Kingman & Prentiss. The bid specifications are comprised of the following sections, all of which represent an integral part of the County’s request for bid proposals.

1. Quotation Sheet
2. Instructions to Bidders
3. Company Equipment & Experience Questionnaire
4. County Map & Demographics
5. Sample Contract

Prospective bidders should familiarize themselves with all the sections of these specifications as an incomplete bid proposal may be grounds for disqualification. Any questions concerning these specifications shall be addressed to: Shaw Weeks, Director, Penobscot County Unorganized Territory Administration, 97 Hammond Street, Bangor, ME 04401 by emailing sweeks@penobscot-county.net or calling 942-8566.

2. All bids must be submitted on the attached quotation sheet supplied by the County and included herein. **All bids must be signed and placed in a sealed envelope bearing the name and address of the bidder and clearly marked on the outside: PENOBSCOT COUNTY SNOWPLOWING & SANDING BID FOR KINGMAN & PRENTISS,** and addressed to:

Penobscot County
Unorganized Territory Administration
Shaw Weeks, Director
97 Hammond Street
Bangor, ME 04401

No bid will be accepted after the time specified for **BID CLOSING.**

3. **Sealed bids are due by 4:30PM on Monday, June 21, 2021** at the Penobscot County Commissioners Office. Bids will be opened at 9:30 AM, Tuesday, June 22, 2021 at the regular meeting of the Penobscot County Commissioners.

INSTRUCTIONS TO BIDDERS (Continued)

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4. Qualifications for Bidders: After the bid opening, Penobscot County may make such investigation as it deems necessary to determine the ability of the bidders to perform the work. Bidders shall furnish to the County all such information and data for this purpose as the County may request. The County of Penobscot reserves the right to REJECT any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Penobscot County Commissioners that such bidder is properly qualified to carry out the obligation of the contract and to complete work contemplated therein.
5. The contract period is for three (3) years with an option for two (2) one-year renewals by mutual consent of the parties. The contract will commence on the first snowfall of the season in 2021 and will terminate on the last snowfall of the final year the contract is in place.
6. A Performance Bond to the County of Penobscot in the amount of 65% of the annual contract price, with a corporate surety, licensed to do business in the State of Maine and approved by the County of Penobscot, will be required for faithful performance of this contract, unless at their option, the County Commissioners allow the bid subject to the terms listed below. This will be an ANNUAL Performance Bond, renewable 30 days prior to the commencement date. The party to whom this contract is awarded will be required to execute this agreement 30 days prior to commencement, if not, the County may at their option, consider the bidder in default or may allow the bid, which would require the Contractor to execute the contract under the following terms and conditions: In lieu of a Performance Bond, Penobscot County will pay one-half of the sand payment when invoiced. The remaining half will be paid upon the satisfactory completion of the contract at the end of the season. In addition, a non-refundable fee amounting to 3% of the contract price for the season in which a Performance Bond is not provided will be withheld from the December payment.
7. The Contractor shall carry comprehensive general liability, insuring to include but not limited to, manufacturer and contractor's liability, contractual liability, complete operations liability, and automobile insurance including hired and non-owned, naming Penobscot County as an additionally insured party. Limits of which shall not be less than **(\$1,000,000) one-million dollars and no cents** for the combined bodily injury and property damage. Said insurance shall be provided by an insurance company licensed to do business in the State of Maine. The Contractor shall also carry adequate insurance to cover the risk and requirements specified under the Maine Worker's Compensation laws of the State of Maine, if applicable. In lieu of Worker's Comp insurance, the Contractor must provide certification of Independent Contractor status with

INSTRUCTIONS TO BIDDERS (Continued)
PAGE 3 of 3

the Maine Worker's Comp Board. The successful bidder, shall within **(10) ten days** after receipt of notification of contract award, furnish certificates evidencing its compliance with the provisions of this paragraph. A current copy of your insurance, general and auto liability, Worker's Compensation and Performance Bond or a letter from your insurance company stating that you are an eligible candidate for such insurance policies MUST BE SUBMITTED WITH YOUR BID. Failure to comply with this item could result in disqualification of bid. Such policy shall provide that the County be given a minimum of **(30) thirty days** written notice regarding any change, cancellation or lapse of policy.

8. A. Enclosed, you will find the county maps with the areas to be plowed and sanded outlined. Also enclosed, is a demographic sheet for Penobscot County. The County is asking for a (2) two step proposal.
 - 1) Plowing price per mile for the 1st - 3rd year of the contract (and optional 4th and 5th year)
 - 2) Sand price per yard for the 1st - 3rd year of the contract (and optional 4th and 5th year)

Penobscot County purchases the salt.

- B. In addition, Penobscot County is offering the option to submit your bid with or without a fuel adjustment clause. The clause shall read as follows:
If the average monthly price of diesel rises above \$5.00 per gallon as reported by the Energy Information Administration for the New England area, the Contractor will charge the County a fuel surcharge. The surcharge will be the cost per gallon above \$5.00 for every gallon purchased during that month and attributed to this contract. The Contractor will be responsible to submit fuel receipts and a mileage log for all gallons used on the roads under this contract. Payment of the fuel surcharge will be made at the end of each season with the mutual consent of both parties.
9. The County of Penobscot, through its County Commissioners, reserves the right to ACCEPT OR REJECT any or all bids, in whole or in part. The County of Penobscot, acting through its County Commissioners, reserves itself the exclusive right to accept high bid, when in the County Commissioner's sole discretion, believes it would be in the best interest of the Unorganized Territories. In making such a decision, the Penobscot County Commissioners may consider, but not be limited to, any of the following factors; quality, specifications, quality of materials bid, access to suppliers, location and reputation of the bidder.

Kingman:

Prentiss:

Total Contract Mileage	37.18
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**PENOBSCOT COUNTY SNOW REMOVAL
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SEASONS 2021/22 - 2025/26**

Equipment & Experience Questionnaire

In accordance with the specifications, each bidder shall answer the following questions.
All questions should be answered. Failure to do so may be cause for disqualification of bid.

1. A) Name of bidder or organization?

B) Number of vehicles presently owned by you or your organization? _____

C) Name of insurance carrier? _____

D) Amount of insurance on **EACH** vehicle? _____

E) Make, model and year of **EACH** vehicle? _____

F) Capacity of **EACH** vehicle? _____

G) Years of **ACTUAL** service of **EACH** vehicle? _____

H) Present condition of **EACH** vehicle? _____

2. A) Will new vehicles be purchased for this contract? _____

B) If so, type of body and capacity? _____

3. A) How many years of experience as a contractor have you or your organization had?

B) In what municipalities, or for what, major clients? _____

4. If a corporation, state:

A) Date when organized? _____

B) Under the laws of what state organized? _____

C) Names of officers: _____

5. Have you ever failed at any time to complete a contract? If so, with what municipality? State the circumstances; _____

6. Have any of partners or officers ever failed to complete a contract? If so, state the name of the individual/officer, the municipality or client and the circumstances:

7. Have you, your organization or any member of it, ever withdrawn your bid, when you or your organization was the lowest bidder on a municipal contract? _____

8. Have any liens of any kind been filed against **ANY** of your contracts? Give details;

9. Are you or any of your employees prevented from lawfully becoming employed in this country because of Visa or Immigration Status? _____
10. Have you or any of your employees ever been convicted of any felony or misdemeanor (other than a minor traffic violation?) _____
11. Give the name, address and telephone number of the surety **(Bonding)** company which will furnish you with a performance bond as set forth in the specifications for work.

Name	Address	Telephone
12. Are there <u>ANY</u> unsatisfied judgments recorded against you, your partnership, organization or any member of it? _____		

13. If so, give the name and address of each creditor and the amount of each judgment:

14. Give the names and addresses of the principals of the firm:

If you need additional space, please feel free to attach a sheet of paper. Be sure to number your answers to correspond with the questionnaire.

Contractor's Name: _____

Address: _____

Telephone: _____

The Penobscot County Commissioners, acting in their capacity as Municipal Officers, in and for the Unorganized Territories of Kingman & Prentiss, herein after referred to as **"THE COUNTY"**, in accordance with the vote of said Commissioners at their regular meeting held _____, 2021 enter into contract with _____, of _____, Maine, hereinafter referred to as **"THE CONTRACTOR"**, for removal of snow and the sanding of roads, hereinafter described and designated under the following terms;

- Kingman:**

Prentiss:

Total Contract Mileage	37.18
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2. The Contractor shall perform the duties required in this contract for the snow seasons 2021/22 – 2025/26. However, by mutual consent of the parties, this agreement may be subject to two (2) one-year renewals. If renewed, all of the terms of this agreement remain in full force and effect. The payment for any renewal period is set forth in the final paragraph of this agreement. This contract will commence at the first snowfall of the season in 2021 and will terminate at the last snowfall of the season that the contract is in effect.
3. The Contractor shall furnish adequate equipment and manpower necessary to perform the work, herein specified, to the satisfaction of the Penobscot County Commissioners or their designee.
4. The Contractor shall furnish at least **(4) four** vehicles of sufficient size and weight to plow and sand said roads. Three vehicles shall be primary and one shall be the back up. Both vehicles shall have a **GROSS VEHICLE WEIGHT** of over **32,000 lbs.** Both vehicles shall be in running condition, be fully functional, inspected with a valid State of Maine sticker, registered and insured. The County reserves the right to inspect all vehicles prior to the award of this contract, and at any time during the term of this contract.
5. The Contractor shall commence plowing and sanding operations when the snow on the road surface has reached a depth of **(2) TWO** inches, either from actual snowfall or from drifting caused by wind, and continue same until the roads are cleared of snow to the **OUTSIDE** of the shoulders. Careful attention should be given to the melting action so as to remove any and all slush as soon as possible. During severe storms or drifting, plows shall be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided, snow shall be removed to the outside of the shoulders. In the event of icing conditions, sanding or salting shall commence **immediately** and continue until a safe traveling roadway is provided. If in the opinion of the Penobscot County Commissioners or their designee, the shoulders of the road need to be winged back from regular snowfall or a major storm, the Contractor shall be notified by the County to perform this work. It shall be the Contractors responsibility to perform this task. If the Contractor fails to perform this task, the County shall hire extra equipment to perform this task and deduct from the payments owed the Contractor, for the cost of such functions.
6. The Contractor agrees to provide sufficient sand for operations required under this contract. The County estimates that a minimum of **(100) One hundred** cubic yards of sand will be necessary for each centerline mile of road. The Contractor will be notified of the sand allocation prior to the putting up the material. At the discretion of the Penobscot County Commissioners, material not used during any one season may be subtracted from the contract's sand allocation the following year.

- A. Maximum graduation of sand shall be **(1/2) one-half** inch, and **ALL** sand shall be screened to that size prior to use on the road. The Penobscot County Commissioners, or their designee, may inspect the screening during the actual processing including the mixing of salt, to assure quality control.
 - B. The Contractor will mix **100 lbs.** of salt with each cubic yard of sand, before the sand is stockpiled. The County will furnish the salt. DEP regulations require mixing to take place on the asphalt pad or inside the salt/sand storage facility. Any salt that migrates off the asphalt pad must be cleaned up immediately.
 - C. Sanding trucks shall be equipped with either a tailgate or hopper sander, which is capable of calibrating the amount of salt/sand spread per mile, to ensure the uniformity of the application.
 - D. The Contractor shall pay particular attention to the sanding of hills, curves and intersections, and to apply extra salt/sand to such locations when necessary.
- 7. If applicable, the Contractor shall clean snow away from all trash containers utilized in the collection of trash in the area covered by this contract.
 - 8. The salt/sand stockpile will be stored in the County's facility. By the execution of this contract, the Contractor warrants that the salt/sand stockpile(s) are in compliance with all local, County and State environmental rules, regulations and statutes. The Contractor agrees to indemnify the County for any liability, claims, demands, causes of action or damages incurred as a result of the use of or stockpiling of salt/sand.
 - 9. During the months November through April, the Contractor will be responsible for two-thirds of any electricity charges for the salt/sand storage facility that are over and above the average monthly charges for the months May through October.
 - 10. The Contractor agrees to have **ALL** of the salt/sand stockpiled by **November 5th** of each contract year.
 - 11. The Contractor shall supply to the County, a telephone number by which the County may have **continuous (24) twenty-four hour contact** with the Contractor to answer any complaints or receive special instructions from the Penobscot County Commissioners or their designee.
 - 12. The Contractor shall furnish a **Performance Bond** in the sum of **(65%) sixty-five percent** of the yearly contract price, amounting to **(\$)** prior to October 1, **annually**. The Performance Bond must be purchased through a corporate surety, licensed to do business in the State of Maine and approved by the County of

Penobscot. If a Performance Bond is not presented by October 1, the County Commissioners may at their option, consider the Contractor in default or may allow him to execute the contract under the following terms and conditions: In lieu of a Performance Bond, Penobscot County will pay one-half of the sand payment when invoiced. The remaining half will be paid upon the satisfactory completion of the contract at the end of the season. In addition, a non-refundable fee amounting to 3% of the contract price for the season in which a Performance Bond is not provided will be withheld from the December payment.

13. The Contractor shall be solely responsible for the cost of permits and boosters required to keep his equipment legal and operating on the roads in the State of Maine.
14. The Contractor shall carry comprehensive general liability, insuring to include but not limited to, manufacturer and contractor's liability, contractual liability, complete operations liability, and automobile insurance including hired and non-owned, naming Penobscot County as an additionally insured party. Limits of which shall not be less than **(\$1,000,000) one million dollars and no cents** for the combined bodily injury and property damage. Said insurance shall be provided by an insurance company licensed to do business in the State of Maine. The Contractor shall also carry adequate insurance to cover the risk and requirements specified under the Worker's Compensation Laws of the State of Maine, if applicable. In lieu of Worker's Comp insurance, the Contractor must provide certification of Independent Contractor status from the Maine Worker's Comp Board. All policies shall provide that the County be given a minimum of **(30) thirty days** written notice regarding any change, cancellation or lapse of policy. The Contractor shall indemnify and save the County harmless from and against any and all loss, damage, actions, claims, suits, judgments, liability and reasonable attorney fees in connection with loss of life, personal injury and or damage to property arising from or out of any occurrence, conduct, operation of or by the Contractor under this contract. The Contractor shall also pay all costs, expenses and reasonable attorney fees that may be incurred or paid by the County in enforcing any and all terms and covenants hereunder.
15. Copies of all certificates of insurance, current inspection certificates, current registrations and booster permits shall be sent to the County prior to **November 1, annually**.
16. The Contractor assumes the risk of all conditions, foreseen and unforeseen, and agrees to continue the work without additional compensation under whatever circumstances, which may develop other than herein provided.
17. The Contractor shall keep himself/herself fully informed of all Federal, State and local regulations, in any manner affecting his/her work or performance of this

contract or any extra work. He shall, at all times, observe and comply with such laws, ordinances and all regulations, whether or not such are mentioned herein, and shall indemnify the County, its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

18. All workers employed by the Contractor shall be competent and skilled in the performance of the work to which they have been assigned. Failure or delay in the performance of this contract due to the Contractor's inability to obtain workers of the number and skill required shall constitute a **DEFAULT** of this contract. In addition, all workers who operate vehicles shall possess a clean driving record. All laborers shall be in good health and physical condition. The Contractor shall abide by the Federal Omnibus Transportation Act in its entirety. The County reserves the right to request documentation from the Contractor concerning the above requirements.
19. The Contractor will **NOT** use a firm name containing the words "**COUNTY OF PENOBSCOT**" or any words implying municipal ownership.
20. To prevent all disputes or litigation, it is to be understood that all questions arising as a result of the proper performance and the amount of work to be paid under this contract, shall be the final and sole decision of the County Commissioners or their designee.
21. The contract or any interest therein or part of, shall not be assigned, whether by operation or otherwise, nor shall any part thereof be subcontracted, without prior written approval of the County first having been obtained.

In consideration of the faithful performance of this work as set fourth above, the County agrees to pay the Contractor, the sum of (\$) per mile, amounting to (\$) per year for the term of this contract, for 37.16 miles of road covered under this contract. A payment of (\$) will be made in **(5) five** separate monthly installments beginning in December of **EACH** contract year and ending in April of **EACH** contract year. The County will also pay (\$) per cubic yard for the stockpiling of new sand.

(Optional Fuel Clause)

In addition, if the average monthly price of diesel rises above \$5.00 per gallon as reported by the Energy Information Administration for the New England area, the Contractor will charge the County a fuel surcharge. The surcharge will be the cost per gallon above \$5.00 for every gallon purchased during that month and attributed to this contract. The Contractor will be responsible to submit fuel receipts and a mileage log for all gallons used on the roads under this contract. Payment of the fuel surcharge will be made at the end of each season with the mutual consent of both parties.

SAMPLE CONTRACT (Continued)
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IN WITNESS OF, the parties to this agreement have executed the same in triplicate on this _____ day of _____, 2021, and hereunto set their hands.

PENOBSCOT COUNTY COMMISSIONERS

Witness

Peter K. Baldacci, It's Chairman

Andre E. Cushing

Laura Sanborn

Witness

Contractor



