



# ***YORK COUNTY COMMUNITY COLLEGE***

112 College Drive, Wells ME 04090

## **REQUEST FOR PROPOSALS**

**For:** Snow Plowing & Removal

**Date of Release:** March 20, 2023

**Bids Due By:** April 5, 2023 at 2:00 p.m.

**Point of Contact:** Mike McNeil, Director of Institutional Operations  
mmcneil@yccc.edu, 207-216-4336

### **SCOPE OF WORK:**

York County Community College (YCCC) seeks proposals for snow plowing and removal at its campuses at 112 College Drive in Wells and 60 Community Drive in Sanford, Maine. The contract will be for two years with an option to extend the contract for one additional year. The average snowfall in Wells and Sanford is 51 and 60 inches, respectively.

The scope of work includes plowing the paved driveways and parking lots; clearing sidewalks and doorways; and clearing the emergency access road / right of way at the Wells campus. These areas, inclusive of both locations, total about 285,000 square feet. The scope includes treating ice with sand and salt as needed. The contractor will provide all necessary equipment, labor, fuel, and materials such as sand and salt.

Snow removal will take place to the College's satisfaction. That said, YCCC recognizes the volume, intensity, and timing of storms varies and is unpredictable. The College is not open 24/7, is closed on weekends, and closes in the event of major storms. Therefore, the College offers some flexibility in terms of full snow removal beyond certain minimum expectations. Those minimum expectations include but are not limited to:

- Snow plowing and removal will be triggered at accumulations of one inch.
- Ice treatment, such as deploying sand and salt, will be triggered whenever icy conditions occur.
- Snow removal operations will take place on a round-the-clock basis as needed.

- School officials will communicate with the contractor around storms about whether the school is expected to be open or closed.
- On days when the school is open following the conclusion of a storm, snow removal is expected to be completed by 6:00 a.m. Entry areas are expected to be sanded and salted by 7:00 a.m.
- During active storm events, whether the school is open or not, safe access to the campuses will be maintained between the hours of 6 a.m. and 9 p.m., Monday-Friday, defined as plowing of driveways to main entrance areas.
- During active storm events, or when the school is closed, full clearance of parking lots etc. may take place in a less timely manner, provided work is completed prior to the next time the school re-opens at 6 a.m.
- After snow removal operations have been completed, the contractor may need to return to the site on the same day to address run-off, re-freezing, or similar conditions.
- YCCC does not anticipate hauling will be required. In higher volume situations, snow may be piled in parts of parking lots that are seldom used, at mutually agreed upon locations. Piling in drainage swales or pond areas is not permitted.
- The contractor will place snow stakes to mark curbs, etc. between November 8-21 (the second or third week of November) and remove such stakes not later than April 15.
- The contractor may leave certain equipment on site during the snow season, parking such equipment at a mutually agreed upon location.
- The contractor will communicate to the College the names and contact information for the supervisor(s) responsible to managing snow removal operations.
- The contractor will repair any damage to lawns, landscaping, fixtures or other YCCC property not later than May 15.
- Spring cleanup will include a sweeping of all paved areas, which will be completed by April 30.

Bidders are welcome to conduct site visits to inform their bids at their own convenience. Please contact Mike McNeil to let him know if and when you expect to be on campus.

**PROPOSAL REQUIREMENTS:**

Pricing: Provide a fixed annual cost inclusive of any and all snow or ice events. The selected vendor shall invoice the College in six equal installments, net 30 days, on or about the 15<sup>th</sup> of the month beginning October 15.

Tax Exempt: YCCC is exempt from sales, property, and excise taxes.

Lead Contact: State clearly your company's lead contact and contact information. The lead contact must be authorized by the organization to enter into contracts.

Business Profile: A statement of qualifications.

Scope of Work: Statement of items to complete the project and deliverables. State any assumptions relevant to preparation of the response.

List of Equipment: Include a list of available equipment, e.g. make, model, and size of vehicles; blade length; front-end loader; dump trucks etc.

Registered and Inspected: Statement acknowledging equipment will be registered and inspected.

Licensed: Statement acknowledging that any personnel operating equipment will be licensed for the class of equipment being used.

Insurance: Statement acknowledging proof of general liability insurance at \$2 million will be required of the selected vendor.

Reciprocal Obligations: Bids must specify any obligations by YCCC.

Optional Information: Proposals may include additional information such as qualifications, a list of key personnel to be assigned to the project, and references.

**ADDITIONAL REQUIREMENTS:**

Proposals shall remain firm for ninety (90) days from the bid due date.

By submitting a proposal, the bidder agrees and assures the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

The bidder shall be responsible for all costs associated with this proposal up to and including any contract that may result from this proposal.

**EVALUATION CRITERIA:**

Proposals will be evaluated on the basis of understanding of the project, capacity to perform the work in a timely manner, cost, experience, references, and other criteria deemed appropriate by YCCC. YCCC reserves the right to reject any or all proposals, to waive any formality in any proposal, and generally take such actions as shall be in its best interest. YCCC may, at its discretion, conduct interviews with finalists.

**PROPOSAL SUBMISSION:**

- A. The RFP due date is April 5, 2023 at 2:00 p.m. Late proposals will not be read or considered.
- B. Submit proposals in a sealed envelope plainly marked to Mike McNeil at YCCC, 112 College Drive, Wells, ME 04090. Proposals may be submitted by email to mmcneil@yccc.edu with the subject heading RFP SNOW REMOVAL.
- C. Questions should be directed to Mike McNeil by email to mmcneil@yccc.edu. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be posted as addenda on the YCCC website and sent to the attention of any vendor who has inquired about the project. YCCC will not be bound by oral responses to inquiries or written responses other than addenda.
- D. YCCC expects to award the project within 30 days of the due-by date. All bidders will be notified of the outcome.

**NOTICE TO VENDORS AND BIDDERS:  
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

The following 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 the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnify;
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 MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
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;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; 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 the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background 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 MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.
5. Any MCCS entity shall have the option to purchase goods and services from VENDOR under the same terms and conditions set forth in this Agreement.