

Regional School Unit 22
Hampden • Frankfort • Newburgh • Winterport

24 Main Road North
Hampden, Maine 04444

Phone: 207.862.3255
Fax: 207.862.2789



Nicholas Raymond, Superintendent

Christine Boone, Assistant Superintendent

Request for Proposal

Snow Plowing/Removal and Sanding

(3 Years: 2024/25, 2025/26, 2026/27)

RFP Due Date: April 23, 2024

The Board of Directors of Regional School Unit #22 is accepting Bids for Snow Removal/Sanding for the district's driveways, parking areas, and walkways at the Hampden Academy, Reeds Brook Middle School, McGraw/Weatherbee Schools, Superintendent's Office, Fire Station, Bus Garage, Leroy H. Smith School, and Samuel L. Wagner Middle School for the 2024/25, 2025/26, and 2026/27 school years.

Please contact William Booth, Director of Facilities for any questions, requests for clarifications or interpretations. Responses will be handled as addenda to this RFP and will be communicated to all potential vendors.

Contact: William Booth
Email: bbooth@rsu22.us
Address: 24 Main Road North
Hampden, ME 04444

Submission of Proposals are due: **April 23, 2024, by 2:00 PM** - Proposals are to be hand delivered or mailed with one (1) original and three (3) copies.

Deliver to: William Booth, RSU 22 Director of Facilities,
Superintendent's Office
24 Main Rd N
Hampden, ME 04444
RE: Snow Plowing/Removal and Sanding

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from all prospective Respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before April 19, 2024, by 5:00 P.M.

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency, or omission therein;

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The Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to bbooth@rsu22.us.

Any proposal received at the designated location after the time and date specified for receipt shall be considered non-responsive. Any non-responsive proposal will not be evaluated for award. Each Respondent must in its RFP, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or acknowledge receipt of; any addenda shall not relieve a Respondent of the responsibility for complying with the terms thereof.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the District determines that circumstances warrant it. A Proposal will be disqualified if the Fee Proposal is not contained within a separate sealed envelope.

PROPOSAL TERMS AND REQUIREMENTS

RSU 22 reserves the right to reject any and all proposals, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by RSU 22 to be in the best interest of the District. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

Proposals must be signed in ink by an official authorized to bind the Respondent to its provisions for at least a period of Ninety (90) days from the due date of this RFP. Failure of the successful Respondent to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of the RFP, Addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. The proposal shall be no more than 40 pages total in length (20 sheets, not including Contract Compliance, printed in a double-sized format. Proposals should not include any plastic covers, binders, or other non-recyclable materials. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for technical proposal and separate fee proposals must be clearly marked

"RFP RSU 22 Snow Plowing/Removal and Sanding"

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All proposals become the property of RSU 22 once reviewed, whether awarded or rejected.

Coverage and Participation: The intended coverage of this RFP and any resulting agreement, shall be for Snow Plowing/Removal and Sanding specific to the RSU 22 Campuses in Hampden and Winterport. RSU 22 reserves the right not to enter into any contract, to add or delete elements, or to change any element of coverage and participation at any time without prior written notification and without any liability or obligation of any kind or amount.

Good Faith Statement: All information provided by RSU 22 in this RFP is offered in good faith. Individual items are subject to change at any time. RSU 22 makes no certification that any is without error. RSU 22 is not responsible or liable for any use of the information or any claims asserted there from.

Background:

The RSU #22 school district is comprised of the four towns of Hampden, Newburgh, Winterport and Frankfort. Currently there are approximately 2360 students receiving an education at our seven schools.

Four of the schools are elementary schools: Earl C. McGraw (grades K-2) and George B. Weatherbee (grades 3-5) in Hampden, Newburgh Early Childhood Center (PreK only) in Newburgh, and Leroy H. Smith (grades PreK-4) in Winterport.

Two of the schools are middle schools: (grades 6-8) at Reeds Brook serving Hampden and Newburgh and (grades 5-8) at Samuel L. Wagner serving Winterport and Frankfort.

Hampden Academy (grades 9-12) is the single high school for the district. Total district enrollment is 2360 students who are instructed and supported by 375 administrators, teachers, specialists, and staff.

SCHEDULE

The following is the solicitation schedule for this procurement.

<u>Activity/Event</u>	<u>Anticipated Date</u>
Pre-Proposal Meeting	March 15, 2024 @ 11:00 AM – Superintendent Office
Proposal Due Date	April 23, 2024 by 2:00 PM – Superintendent Office
Interview Contractors	April 24-25, 2024
Contractor Selection	April 26, 2024

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Award May 1, 2024

Contract July 1, 2024

Note:

The above schedule is for informational purposes only and is subject to change at RSU 22's discretion. Proposals submitted shall define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by RSU 22 and the selected firm.

INTERVIEW

RSU 22 has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation by the Respondent, including the person who will be the project manager on this Contract, followed by questions and answers. Respondents selected for interview will be expected to be available that week.

General terms

Consideration of Proposals: The District reserves the right to reject any and all proposals; to accept portions of bids and alternates in any order or combination; is not obligated to accept the lowest or any RFP; and may waive any informality or irregularity in submittal procedures.

Proposal Binding Period: Prices quoted in the Vendor's response for all labor and materials will remain in effect for a period of at least ninety (90) business days from the issuance date of the Vendor's response. Labor rates should remain in effect for the length of the project.

Price Stability: Contract prices and discounts shall be fixed at a not to exceed price at the time the contract is signed. In no case shall the price exceed the proposal price.

Proposal Ownership: All proposals shall remain the property of RSU 22.

This RFP is not an offer to contract. Acceptance of a proposal neither commits RSU 22 to award a contract to any supplier, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. We reserve the right to contract with a supplier for reasons other than lowest price. We will thoroughly examine each proposal for best price, product quality, performance measures, flexibility, and customer support.

Proposals are to be made in good faith, without fraud, collusion, or connection of any kind with any other contractor for the same work. All bidders must complete in their own interest and in their own behalf. If you are subcontracting any portion of this agreement, you must identify the

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subcontractor in your proposal and agree that all subcontractors are bound to all terms and conditions of this RFP.

The supplier will absorb all costs incurred in the preparation and presentation of the proposal. All suppliers who submit proposals will be notified of the results of the selection process.

RSU 22 reserves the right to reject any or all proposals, in whole or in part, with or without cause, even if all the stated requirements are met. In addition, RSU 22 may enter into negotiations with one or more entities simultaneously and award a contract without notification. At the sole discretion of RSU 22, bidder presentations may be requested before award of the contract. RSU 22 may also request the opportunity to view a demonstration of the proposed technology.

Debarred Bidders or Subcontractors: A vendor who is currently subject to state or federal debarment order or determination shall not be considered for evaluation by the procurement team.

Conflict of Interest: A vendor may be disqualified on the basis of a real or apparent conflict of interest that is disclosed by the proposal or other data available to the Company.

Hold Harmless/Indemnification: The Vendor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Vendor, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. The Vendor shall hold harmless and indemnify the RSU 22 and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage or injury, real or alleged resulting from any act or omission of the Vendor. The Vendor shall, upon written demand by the RSU 22, assume and defend at the Vendor's sole expense any and all such suits or defense of claims.

Information provided to Bidders: The Vendor is deemed to have examined the Bid Documents and satisfied itself as to the sufficiency of the information provided and that its pricing summary covers the cost of complying with all the requirements of the Bid documents and of all matters and things necessary for the due and proper performance and completion of professional services.

Pricing: All Pricing should be submitted free of any sales tax. RSU 22 is sales tax exempt.

References: Provide a list of at least three (3) current references where similar work was successfully being performed. The reference list is to include contact individuals, company name, current email address, and current telephone numbers. RSU 22 reserves the right to

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contact any individuals that are listed for references regarding the technology, vendor, service, or any other factor.

Oral Contracts: Any alleged oral contracts or arrangements made by a respondent with any employee of RSU 22 will be superseded by the written contract.

Amending or Canceling Requests: RSU 22 reserves the right to amend or cancel this RFP, at any time, if it is in the best interest of RSU 22.

Rejection for Default or Misrepresentation: RSU 22 reserves the right to reject the proposal of any vendor that is in default of any prior contract or for misrepresentation.

Clerical Errors in Awards: RSU 22 reserves the right to reject inaccurate awards resulting from clerical errors.

Rejection of Qualified Proposals: Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP. Please note that sealed bids received after the above stated deadline may be rejected and considered disqualified, and no faxed bids will be accepted.

Dispute Resolution: Vendor disputes arising out of, or relating to, the contract must be submitted in writing to the Director of Facilities. The Director of Facilities will issue a decision within 10 business days. Vendors that wish to appeal the decision must do so by contacting the Superintendent within 5 business days of notification of the Director of Facilities. The Superintendent will issue a decision within 10 business days of receiving a written appeal of the Director of Facilities decision. The decision of the Superintendent is final.

Presentation of Supporting Evidence: If requested, respondent(s) shall present evidence of experience, ability and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the proposals.

Changes to Proposals: No additions or other changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of RSU 22 may be required at the sole expense of the Respondent.

SECTION 2:

SCOPE OF WORK INTRODUCTION

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DESCRIPTION

All bidders will provide evidence of minimum equipment to be used: .

- 1 One (1) One-Ton pickup truck with plow and sander
2. One (1) 2.5 cubic yard loader with plow capability
3. One 3/4 ton pick-up with plow
4. One skip steer/bobcat with snow blower and bucket attachments
5. With larger storms, additional equipment may be required
6. Sanding is required to be 3/4 inch screen or less for

All bidders will provide certificate of insurance depicting the following type of insurance and limits including:

- Automobile liability
- General liability
- Workers Compensation and Employer's liability
- Physical damage

Name of Company

Address of Company

PRINT NAME OF AUTHORIZED SIGNATURE

EMAIL ADDRESS

TELEPHONE No.

FAX

Proposal Certification

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I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of this Request For Proposals, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Invitation to Bid, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Maine Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

RFP - Snow Plowing/Removal and Sanding

REQUIREMENTS

1. Walkthroughs to examine the district snow removal and sanding areas in Hampden and Winterport are allowable by appointment. Vendors require escorts when students are on campus.
2. Companies must be able to provide documentation to demonstrate that they have been successfully performing similar work for at least three years. Provide this documentation in your proposal.
3. Provide a Certificate of Insurance depicting the following type of insurance and limits including: Workers Compensation, Employer's Liability, Comprehensive General Liability, Comprehensive Automobile Liability, Physical Damage and Excess Liability. The vendor selected shall maintain insurance at the levels specified in the contract made with the District for the duration of contract.

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4. Communication - provide management level contact for school administrators to discuss concerns regarding services or performances. Vendor management is solely responsible for performance and discipline of its employees.

5. When requested, the contractor shall cooperate with any ongoing investigation involving economic loss or damage to the buildings or personal property.

6. Fraternalization - The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in activities encompassed by this

Agreement are strictly forbidden from participating in any manner and form of interaction with the students of RSU #22. Violation of this provision may result in the removal of the people involved from the school site and prohibited from working there again.

7. Subcontracting: The vendor is to be the primary service provider and shall perform the work described in this specification with their employees.

a. In general the subcontracting of any part of this work is not allowed. If special situations warrant it the District may allow exceptions if it is in the District's best interest. All situations where a subcontractor is used must be approved in writing by the District prior to the subcontractor beginning work.

8. All personnel working on campus must be current with Criminal History Record Checks (CHRC).

a. Each crew or team shall have a foreman or lead. This person must be able to communicate with the Central Office and the Director of Facilities verbally and in writing. This employee shall check in with the District as needed to coordinate special needs or concerns.

b. The contractor is required to train their staff in all appropriate safety and snow removal, sanding and equipment operation procedures prior to them starting work on the school jobsite. Training shall include manual techniques, procedures, and apparatus training.

c. Safety - The contractor is to provide their crew with all personal protection equipment (PPE) needed to the work described in this specification. This includes PPE devices like gloves, garments, safety vests, ear protection, etc.

9. Equipment

The contractor shall provide all labor, materials and equipment required to perform the services described in this specification. Equipment will be available for district inspection and determination of adequacy for the job. *Provide list of equipment to be utilized during contract period in your proposal.

The minimum equipment requirements include:

One (1) 1-ton pickup truck with plow and sander (Hampden only)

One (1) 2.5 cubic yard, 4-wheel drive loader with plow capability

One skid steer/Bobcat with snowblower and bucket attachments (Hampden only)

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One (1) 3/4ton pickup truck with plow and sander
With larger storms, additional equipment may be required

10. Damage

The Contractor will be responsible for the following: damage to existing landscaping or any damages that occur to buildings, asphalt, concrete, brick or stone surfaces caused by their snow plowing and snow removal services. The Contractor assumes all responsibility for vehicles parked or situated in areas to be plowed. The Contractor must immediately notify the Director of Facilities or their designee, that damage may have occurred. The Contractor shall be liable for any and all damages caused by their service. Contractor will be required to take pictures of damaged areas to include, but not limited to buildings, concrete, asphalt, stone, bricks, vehicles, poles, awnings etc. and provide a copy to RSU #22. RSU #22 shall be added to the Contractor's insurance as the additionally insured for any damage and liability for the purposes of these services. Damage to any landscaping by snow removal is to be repaired by the Contractor in the spring, preferably over April school vacation.

The Contractor will walk with the Director of Facilities (DoF) prior to snow season, document any/all damage. As season progresses, the contractor and DoF will document any change or damage. Contractor will "make it Right" no later than May 1 of that year.

11. RSU #22 values our vendors and service companies, and their qualified personnel. It is our intent to renew contracts whenever possible. The renewal process is based on performance, quality of work, cooperation, promptness, protection of RSU #22 's property and reasonable pricing.

12. Scope of Work - Snow Removal/Sanding Specifications

- a. The Contractor, prior to the first snowfall shall check all areas to note specific plowing areas, exits, borders, landscaping, assigned snow piling areas, and pipes.
- b. The Contractor shall mark or note all permanent hazards including fire hydrants to prevent hitting them after heavy snow. Hydrants shall not be covered over during removal process and must be cleared of snow so hydrants are accessible.
- c. Specifications of Snow/Slush/Sleet Removal:
 - i. Removal of snow, slush, sleet or ice shall occur when one (1") inch or more of snow/sleet, etc. accumulates on the ground surfaces, including parking lots, driveways, walkways etc. Snow removal shall occur as to maintain all surfaces, including parking lots, driveways, walkways etc., in a "slip free" condition, to be cleared of snow and ice at all times. Owner reserves the right to request addition snow removal as needed.
 - d. Plowing operation to begin upon accumulation of one (1) inch or more of snow and/or ice on pavement services for following areas:
 - i. The bus garage parking lot must be cleaned by 5:30 a.m. (Hampden only)
 - ii. Parking lots, driveways, bus loops, walkways, access roads and fire lanes will be clean and ready for schools to open prior to 7:00 a.m. unless school is cancelled for a daytime snowstorm. (All campuses)

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iii. All schools are used on the weekends. Snow removal for bussing and campuses used for extracurricular activities will be coordinated through school's Athletic Directors and the RSU #22 Director of Facilities

iv. When snow and drifting snow continue to fall after the snow has been initially plowed/removed, Contractor may be required to clear the designated areas as needed to assure maximum safety for facility.

v. All fire lanes and access roads need to be plowed every two (2) to three (3) inches of accumulation for emergency access to the properties. (All campuses)

e. Owner reserves the right to postpone snow removal operations when weather, financial or other conditions necessitate a reduction of snow removal services.

f. Specifications of Sanding/Salting (3/4 inch screen or less:

i. Sanding/salting shall occur when 1/4" of snow/sleet or freezing rain accumulates on the ground surfaces, including parking lots, driveways, walkways, etc. Sanding is required to be 3/4 inch screen or less.

g. Sanding and salting shall occur as to maintain all surfaces, including parking lots, loading docks, driveways, etc., in a "slip free" condition. Owner reserves the right to have the contractor sand/salt at other times, including weekends or evenings.

h. The Contractor is required to check parking lots and driveways and sand/salt as needed maintaining "slip free" pavement. Contractor shall remove any ice covered areas. The Contractor may be called back if the Director of Facilities feels that areas are not "slip free" or areas were not cleared or maintained properly. If the contractor is required to return to complete work on more than three (3) occasions, the District may terminate the contract immediately with no obligation beyond the payment of any monthly installment due in the month of termination of contract.

i. If additional sanding/salting is not completed to the owners' satisfaction, the Contractor shall return to address the issue within one hour.

13. Placement of Snow

a) The general pattern for clearing snow operations is to move the snow, as much as possible, in a direction away from the building or buildings. All parking spots need to be clear and not used for the storage of snow unless it is absolutely necessary and must be communicated to RSU #22.

b) Snow/slush/sleet, must be removed from the ground surfaces (i.e. Parking lots, driveways, walkways etc.) and placed in collection areas in a manner which does not create snow piles/mounds which may cause dangerous conditions at any facility. The Contractor shall provide loaders, dump trucks etc. to remove any

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excess snow accumulation. The Contractor shall not push snow into unauthorized areas, and if done, the Contractor, at its sole cost and expense, shall be required to c) remove snow from unauthorized areas.

14. Payment

Five (5) equal payments on the 15th of each month beginning in December

December 15

January 15

February 15

March 15

April 15