

Town of Pittsfield
Request for Proposals
Snowplowing and Sanding

The Town of Pittsfield is requesting proposals for independent contractors for the snow plowing and sanding of specified public roads in the Town of Pittsfield for the winter season 2024/2025. The successful contractor will be required to meet the specifications as indicated on Exhibit A. The roads list for this contract is identified in Exhibit B. All proposals must be based upon cost per road mile for the entire winter season.

Copies of Exhibit A and Exhibit B may be obtained at the following locations:

1. Town Office, located at 112 Somerset Avenue
2. Town's website at pittsfield.org
3. Email Public Works Director: transferstation@pittsfield.org
4. Telephone: 207-487-3136

Proposals must be received at the Pittsfield Town Office at 112 Somerset Avenue, Pittsfield, Maine 04967 no later than 11:00 a.m., September 11, 2024.

EXHIBIT A
Town of Pittsfield
Specifications/Contract Sections
Snow Plowing

The following specifications shall be met by any CONTRACTOR with whom the Town of Pittsfield contracts for the plowing of public roads.

I. SPECIFIC ROADS

The Town of Pittsfield shall specify the roads that are included in a contract with any selected contractor. The list may be amended with the addition or deduction being prorated against the contract value.

II. SNOW PLOWING AND SANDING

- a. The CONTRACTOR shall assure the roads contracted for are kept open, passable, and free of public safety hazards, with surfaces properly treated to reduce skidding. Additional plowing and winging back of existing snow allowing for additional snow deposits shall be required. The Town of Pittsfield shall provide the CONTRACTOR with the sand/salt supplies to be applied exclusively to contracted roads.
- b. It shall be the responsibility of the CONTRACTOR to initiate plowing and/or sanding as weather requires to properly maintain the roadways in a safe condition. The Director of Public Works may also direct the CONTRACTOR to initiate plowing and sanding operations, if in his judgment, it is required.
- c. Upon conclusion of a winter weather event, the CONTRACTOR shall be responsible for clearing any accumulations from the travel ways, reapplying sand as needed, and assuring snow rows are pushed back sufficiently to permit additional snow to be plowed out of the travel ways.
- d. The winter season is defined as October 1 through May 1.

III. EQUIPMENT REQUIRED

- a. The CONTRACTOR shall be required to furnish sufficient equipment to accomplish the contract work. An inventory list of the equipment to be furnished for the season shall be provided by the CONTRACTOR to the Town prior to the beginning of the winter season. The CONTRACTOR shall list any equipment owned, leased, or subcontracted.
- b. The CONTRACTOR shall be solely responsible for all maintenance, readiness, and operation of all equipment. If the CONTRACTOR takes a piece of equipment out of service, they are required to notify the Town of Pittsfield Public Works

Director or his designee immediately and indicate what the comparable replacement equipment shall be. The Town of Pittsfield will not furnish any equipment, supplies, parts, or fuel.

- c. If any and/or all of the CONTRACTOR'S equipment becomes inoperable or unavailable, the CONTRACTOR shall hire additional replacement equipment, and any necessary operators, at the CONTRACTOR'S expense. If the CONTRACTOR fails to do so, the Town may, in its option, hire equipment and operators, as it deems necessary. The cost of such expense shall be deducted from the Contract payments. If such a cost exceeds payments due to the CONTRACTOR, then the cost shall be charged to the CONTRACTOR.

IV. BONDS AND INSURANCE

- a. The CONTRACTOR shall file with the Town of Pittsfield a Surety Bond or Letter of Credit covering the terms of the contract specifications in the full amount of the Contract from a surety company authorized to do business in the State of Maine and satisfactory to the Town of Pittsfield, or a Letter of Credit from a bank authorized to do business in the State of Maine and satisfactory to the Town. Said executed Surety Bond or Letter of Credit shall be required for the faithful performance of the Contract and the indemnification of the Town against all loss by reason of any claims, deficits, objects, liens, encumbrances, damages, negligence, or cost of suit arising from the non-fulfillment of any provisions of the Contract. The CONTRACTOR shall submit such Surety Bond or Letter of Credit to the Town no later than the beginning of the winter season. The CONTRACTOR shall not receive payments as listed in the payment schedule section until receipt of the Surety Bond or Letter of credit to the satisfaction of the Town.
- b. The CONTRACTOR shall maintain during the specified operations period of the contract, at their own expense, public liability insurance to include contractor's liability and all vehicle liability for not less than one million dollars (\$1,000,000). The CONTRACTOR shall furnish the Town with certificates of such insurance, listing the Town of Pittsfield as additional insured, and replacement or renewal certificates as they may fall due. Such insurance certificates shall be submitted by the beginning of the winter season. Such insurance shall be non-cancelable with respect to the Town's interest without at least ten (10) days' written notice to the Town Manager. Should the Town receive notice of cancellation, the Town will secure either a continuation of the public liability insurance or a replacement contractor to complete the contract work, with the cost of such insurance or replacement contractor deducted from the Contract payments.
- c. The CONTRACTOR will protect and hold harmless the Town from any and all damages to any person or property that may occur in the performance of the contract or from suit or judgment or other things whatsoever that shall occur in such performance or growing out of anything to be done hereunder and from any

loss, cost, expense of defending such claims, including attorney's fees.

- d. The CONTRACTOR will be required to file evidence with the Town indicating he had provided Worker's Compensation Insurance (in accordance with the Worker's Compensation Act in the State of Maine) for all employees employed by the CONTRACTOR for the performance of the work outlined in the Contract. The CONTRACTOR shall furnish the Town with certificates of such insurance by the beginning of the winter season and shall furnish the Town satisfactory evidence of payment of any premiums as they fall due. Such insurance shall be non-cancelable with respect to the Town's interest without at least ten (10) days' written notice to the Town Manager. Should the Town receive notice of cancellation, the Town will secure continuation of the Worker's Compensation Insurance, with the cost of such insurance to be deducted from the contract payments.

V. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR is considered an independent contractor and is solely responsible for compliance with all state and federal income tax laws, worker's compensation laws, drug and alcohol laws, and traffic safety laws. The CONTRACTOR shall ensure compliance with all commercial vehicle operation laws, including participation in any drug and alcohol testing program for licensed commercial vehicle operators. The Town assumes no liability for testing or follow-up procedures to ensure the CONTRACTOR'S compliance with the laws. The employees of the CONTRACTOR are in no instance considered employees of the Town.

VI. PAYMENT SCHEDULE

- a. The Town of Pittsfield will make payment in five (5) installments. The contractor will submit a monthly statement to the Town on the 15th of December, January, February, March, and April. The Town shall process and make payment within ten (10) working days of receipt of such statements. Payments shall be held in abeyance upon receipt of a complaint from one of the designated representatives. Such complaints must be made prior to the issuance of payment.

VII. PERFORMANCE AND NOTIFICATION

- a. Roads subject to the Contract will be periodically reviewed to assure that they are in satisfactory condition. The Public Works Director or his designee shall be authorized to contact the CONTRACTOR and inform them of any complaints of unsatisfactory road conditions (as defined in Section II). The CONTRACTOR is required to address the unsatisfactory road condition immediately. In the event the CONTRACTOR fails to address the unsatisfactory road conditions, the Town may engage another contractor, the costs of which shall be deducted from the

CONTRACTOR'S payment.

- b. If the Public Works Director or his designee determines the CONTRACTOR demonstrates insufficient overall performance and/or response, the Town will notify the CONTRACTOR in writing as to the exact insufficiencies and the exact remedy. This notification must stipulate a time period for completion of these insufficiencies. Failure to remedy the insufficiencies within the defined time period, the CONTRACTOR will be subject to Section VIII.

VIII. DEFAULT AND REMEDIES

- a. In the event the CONTRACTOR defaults under the terms of this Contract, the Town may terminate the contract and retain substitute snowplow services, the cost of which shall be chargeable to the CONTRACTOR to the extent it exceeds the prices specified in the Contract. The CONTRACTOR shall bear any expense or legal cost of the Town in connection with its enforcement of action under any term of the Contract.

EXHIBIT B
Town of Pittsfield
List of Roads for Snow Plowing

Spring Road	1.7 miles
Phillips Corner Road	3.0 miles
Higgins Road	4.3 miles
Pooler Road	1.2 miles
Powers Road	2.1 miles
Beans Corner Road	3.0 miles
Sibley Pond Road	1.0 miles
Wilson Road	0.4 miles
Hussey Road	1.1 miles
Snakeroot Road	4.1 miles
Johnson Flat Road	1.3 miles
Mount Road	0.6 miles
Taylor Road	0.5 miles
Webb Road	2.3 miles
Berry Road	0.6 miles
Crawford Road	1.0 miles
Total	28.2 miles

In addition to this, the Town of Pittsfield also evaluating the possibility of extending this bid process to include snowplowing and sanding services for the entire town. Interested parties are encouraged to submit proposals for the above routes and indicate their interest in bidding for the comprehensive town-wide services on the “Optional Bid” line on the bid submission form.

**TOWN OF PITTSFIELD
 BID SUBMISSION FORM
 WINTER MAINTENANCE CONTRACT**

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
24/25 Plowing/Sanding (Roads in Exhibit B)	28.2	Road Miles	\$ _____	\$ _____
<u>OPTIONAL BID:</u>				
24/25 Plowing/Sanding <u>ALL</u> Town Roads	54.2	Road Miles	\$ _____	\$ _____

TOTAL BID (IN FIGURES): \$ _____

TOTAL BID (IN WORDS): _____

LIST OF EQUIPMENT TO BE USED FOR THIS CONTRACT: _____

The undersigned acknowledges the receipt of **Exhibit A** and **Exhibit B**.

Date: _____

Signed: _____

Name: _____

Title: _____

Representing: _____

Address: _____

Telephone: _____

The Town of Pittsfield reserves the right to accept and/or reject any and all bids.