



## TOWN OF EAGLE LAKE REQUEST FOR BIDS

### SECTION 1. GENERAL

The Town of Eagle Lake is seeking bids from qualified individuals, and firms (Bidder) to remove snow / slush from driveways, pavement, and parking areas at the:

- **MUNICIPAL BUILDING COMPLEX** located at 36 Devoe Brook Road, Eagle Lake, Maine. This includes a driveway and two (2) parking lots leading into the Fire Department and Town Office.
- **POND BROOK ESTATES** located at 35-39 Convent Road, Eagle Lake, Maine. This includes two (2) driveways and two (2) parkways leading into the two sets of apartment buildings.
- **RECREATION BUILDING** located at 34 Devoe Brook Road, Eagle Lake, Maine. This includes a driveway and walkway leading into the Recreation Building and Skating Rink.

### SECTION 2. STANDARD CONDITIONS

- 1) The Bidder shall be responsible for all taxes, fees and permits required of this request for bids.
- 2) The Bidder shall serve in the capacity of an independent Bidder and shall not be deemed an employee or representative of the municipality. The Bidder understands and agrees that he is an Independent Bidder for whom no Federal or State Income Tax will be deducted by the Town, and for whom no retirement benefits, Medicare, vacation, sick leave, workers compensation, employment and similar benefits available to Town 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.
- 3) Unless otherwise stated all bids shall be in a lump sum basis in U.S. funds.
- 4) Any bid 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.
- 5) Unless otherwise stated all bids shall be submitted on the bid form supplied by the Town.
- 6) The Town reserves the right to reject any or all bids and to waive any informality as it deems necessary. The Board of Selectmen shall retain the right to determine what constitutes informality. In their decision, the Board may consider if other bidders are placed at a disadvantage by their decision. In all cases, the decision by the Board of Selectmen shall be final.
- 7) Fax bids will not be accepted.
- 8) No bid may be withdrawn for a period of 30 days after the bid opening.

- 9) 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. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.
- 10) 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 Town Manager, except to a bank. No subcontracts or transfer or agreement shall in any case release the bidder of his liability under this agreement.
- 11) The performance of work or the delivery of material under the contract may be terminated by the Town in whole, or from time to time, in part whenever for any reason the Town Manager shall determine that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent to which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall be terminated on the contract date.
- 12) The Bidder agrees to indemnify, defend and save harmless the Town, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Bidders, sub-bidders, material men, laborer, 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 right, 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.
- 13) Any and all notebooks, maps, plans, working papers or other work produced in the performance of this contract are the property of the Town.
- 14) Failure to provide requested information at the time the bid is submitted may result in the bid being rejected.

### **SECTION 3. SUBMITTING A BID**

All bids must be submitted in a sealed envelope clearly marked “**SNOW REMOVAL BID**” on the outside of the envelope. Bids must be **RECEIVED by October 18, at 4:00 PM** at the Town Manager’s office, 36 Devoe Brook Road, Eagle Lake, ME 04739.

Any questions pertaining to this bid shall be directed to the Town Manager at (207) 444-5511.

All bids shall be opened and read aloud in public on October 18, 2017 at 5:30 PM at the above address. Bidders are welcome to attend the bid opening and Board of Selectmen meeting (if needed).

**SECTION 4. SCOPE OF WORK**

- 1) Snow removal of the Fire Department and Ambulance Services garage entrance will be a top **priority**.
- 2) All snow must be moved away from the ***MUNICIPAL BUILDING***, especially the Fire Department and Ambulance overhead doors. No snow banks will be allowed next to the building and parking area in between the parking lot and Forest Drive.
- 3) To remove snow / slush from driveways, pavement, and parking areas at the ***POND BROOK ESTATES***, this includes two (2) driveways and two (2) parking lots leading into the two sets of apartment buildings. All snow must be moved away from the building. Snow will be pushed to each side and in the middle of each complex. Due to spring melting, no snow is to remain in front of the complex. No snow banks will be allowed next to the buildings or parking area in between parking lot and Convent Road.
- 4) To remove snow / slush from driveways, pavement, and parking areas at the ***RECREATION BUILDING***, including the skating rink. All snow must be moved away from the recreation building and front of skating rink. No snow banks will be allowed next to the building and front of skating rink facing Devoe Brook Road.
- 5) The Bidder will also be responsible for maintaining his/her equipment in safe, operable and legal condition.
- 6) The Bidder for snow removal and sanding shall provide all necessary equipment, labor and supplies.
- 7) The Bidder shall have the ***MUNICIPAL BUILDING*** areas:
  - a) Cleared of snow / slush to hot top at all times from an actual snowfall of at least two (2) inches or drifting snow caused by wind which may plug up doorways and exits in front of the fire department and ambulance overhead doors and parking lots. The Town office will be cleared before 6:30 a.m. Monday through Friday, and before 8:00 a.m. on Saturdays, Sundays, and Holidays. Snow will also be cleared to hot top from all parking lots in the event that snow continues to accumulate less than two inches each day after the second day (One and one-half inch each day will pack up to six inches in four days).
  - b) On business days in which snow / slush has fallen in excess of two (2) inches during the day the town will be responsible for making sure that the two door entrances are cleared of snow. These two entrances will be the responsibility of the Town (Town office entrances).
  - c) The Bidder will be responsible to salt or sand as needed in front of the overhead doors, parking lots, and driveway.
  - d) The Town will be responsible to salt or sand as needed at the entrances leading into the Town office.

- 8) The Bidder shall have the **POND BROOK ESTATES** area:
- a) Sufficiently cleared of snow / slush to hot top at all times from an actual snowfall of at least two (2) inches or drifting snow caused by wind which may plug up the parking lot. The parking lots and sidewalks will be cleared before 6:30 a.m. Monday through Sunday. Snow will also be cleared to hot top from all parking lots in the event that accumulation continues to accumulate less than two inches each day after the second day. (One and one-half inch each day will pack up to six inches in four days). All snow will be pushed to the middle and to the left and right side of each building.
  - b) It will be the responsibility of the bidder to keep the driveway entrances cleared of snow in an effort to allow good safe visibility on both sides of the entrances.
  - c) The Bidder will be responsible to salt or sand as needed the two (2) driveways and two (2) parking lots.
  - d) The Town will be responsible to salt or sand, as needed, the entrances and sidewalks leading into the apartments.
- 9) The Bidder shall have the **RECREATION BUILDING** areas:
- a) Sufficiently cleared of snow / slush to hot top from any actual snowfall. The skating rink will also be sufficiently cleared of snow / slush. The skating rink is open between the hours of 1:00 to 4:00 P.M. and 6:00 to 9:00 P.M. on Friday, Saturday and Sunday. The rink is also open the same hours on all holidays and school vacations. Snow will need to be cleared if accumulating between the afternoon and evening sessions on the days that they are open.
  - b) It will be the responsibility of the bidder to keep both driveways open at all times and driveway entrances cleared of snow in an effort to allow good safe visibility on both sides of the entrances. The Bidder will make sure that snow is not pushed to block the entrance to the ski-trails.
  - c) The Bidder will be responsible to salt or sand as needed the parking area and driveway of the Recreation Building.
  - d) The Town will be responsible to salt or sand as needed at the entrances leading into the Recreation Building and onto the Skating Rink.
- 10) Bidder shall carry adequate general liability insurance for bodily and personal property Coverage (minimum \$400,000.00). A certificate of insurance shall be made available to Town of Eagle Lake.
- 11) The Town's personnel, residents, and tenants conducting business at the **MUNICIPAL BUILDING, POND BROOK ESTATES, and RECREATION BUILDING** are responsible for moving their vehicles for snow removal.

- 12) It is understood that snow removal is an on-going concern and not limited to storm days. In the event of an emergency, the Bidder will be available for snow removal services.
- 13) Property owned by the Town, including but not limited to lawns, hot top, curbing, light post etc. which is damaged by snow removal equipment will be repaired in a timely manner but not later than May 30<sup>th</sup>.
- 14) The Bidder shall be responsible for all bills for labor, material, equipment, fuel, and other items which are incurred in the performance of this bid request. The Town will not pay such bills.

**“SNOW REMOVAL” BID FORM  
Bid Opening October 18, 2017 at 5:30 PM**

Submit to: Town Manager  
36 Devoe Brook Road  
PO Box 287  
Eagle Lake, ME 04739

Bidders Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

The following bid is submitted in response to the Request for Bid for Snow Removal at the Municipal Building, Pond Brook Estates, and Recreation Building in the Town of Eagle Lake.

The undersigned certifies that the information provided on the Bid Form is correct.

Have all specifications been met? \_\_\_\_\_yes \_\_\_\_\_no If no, have all deviations been listed on a separate page attached to this Bid Form? \_\_\_\_\_yes \_\_\_\_\_no

**WINTER SEASON**

**BID PRICE**

2017 - 2018

*Municipal Building* \$ \_\_\_\_\_

*Pond Brook Estates* \$ \_\_\_\_\_

*Recreation Building* \$ \_\_\_\_\_

2018 – 2019

*Municipal Building* \$ \_\_\_\_\_

*Pond Brook Estates* \$ \_\_\_\_\_

*Recreation Building* \$ \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_