Introduction

The County of Oxford, Maine (County) is requesting lump sum proposals for Winter Road Maintenance as described herein:

All questions on this RFP should be sent to Tony Carter via email address of tcarter@oxfordcounty.org and phone (207-461-5040). Items listed under “General Conditions” are intended to provide an outline of requirements in an eventual contract(s) to be executed with a qualified firm(s). They are not complete but should give the reader a good idea of county expectations.

Respondents shall provide information, as requested on the proposal sheet, with attachments as needed. Respondents may be invited to post-submission interviews and asked to provide additional information to county officials.

The county reserves the right to unilaterally take whatever action county officials deem to be in the best interest of Oxford County. This reservation of rights includes, but is not limited to the following:

• right to reject any and all proposals
• right to request additional information from any respondent
• right to meet with one or more respondents for any reason
• right to negotiate with any respondent, post-submission, for any reason

It is the county’s intent to utilize this RFP process to select one or more firms and enter into agreement(s) to maintain County roads in a safe and cost-effective manner through May 1, 2025. Specific requirements for winter road maintenance are not stated herein. Nevertheless, the county reserves the right to directly negotiate for winter road maintenance with the contractor(s) selected under this RFP, or others, at the sole discretion of county officials.

Proposals shall be sealed, and U.S. mailed or hand-delivered to the County Commissioners’ office in the courthouse at 26 Western Avenue, P.O. Box 179, South Paris, Maine 04281 not later than 2 PM, Monday, June 13, 2022 at which time they will be opened and available for public inspection. Proposals will be reviewed at a later date with the county taking whatever action deemed to be in its best interests.

On behalf of county officials, we thank you for your interest in this Request for Proposals and the time which you are likely to spend in developing a proposal. Please contact me at tcarter@oxfordcounty.org or 743-6359 if there are questions.
Contractor shall perform comprehensive road maintenance services on those county roadways listed as Pond Brook Road and Transfer Station Road, with approximate total mileage of 2.1 miles. Period of October 1 to April 30 each year.

Road maintenance services include, but are not limited to, the following:

**Winter**
- plow and remove snow from roadway surfaces as conditions require
- treat roadway surfaces with sand/salt or other anti-icing materials as conditions require
- maintain lawful storage of salt and sand/salt mix
- remove vegetation from roadway as needed
- repair washouts as needed
- install temporary hazard signs
- install and remove weight limit Road Postings at direction of County

Contractor shall independently respond to weather conditions on a storm-by-storm basis to fully accomplish items (a-g above) and shall also respond if directly requested by County.

**Emergency**
Contractor understands that County, through its Regional Communications Center, may also request services in response to any type of emergency condition.

Contractor agrees to make good-faith effort to accommodate these requests in a timely manner. Contractor shall work in the capacity of independent contractor and is responsible for the provision of adequate equipment, labor, fuels, and materials such that roadways are safe and passable.

Contractor shall perform services to standards defined by county officials and to the satisfaction of county officials.

Contractor shall perform to standards defined by the Maine Department of Transportation for roadway traffic control and as applicable in other circumstances.

Contractor shall install and maintain road signage to standards defined by the FHWA Manual on Uniform Traffic Control Devices.

County shall determine specifications, sources, and vendors for all road materials, culverts, signs, posts, guardrails, and specific services to be procured in conjunction with this agreement and for the betterment of roadways.

County shall directly purchase all items mentioned above with Contractor then being responsible to coordinate pickup, or delivery, of same.

With pre-approval from County, Contractor may also directly purchase these materials and coordinate services from any vendor and charge the county, pass-through without markup, for these purchases through itemization on invoices presented to the County.

Contractor shall be mindful of utilities, motorists, residents, and property owners affected by road maintenance actions, both scheduled and unscheduled.
Contractor is encouraged to directly resolve questions and concerns raised by utilities, motorists, residents, and property owners.

Upon request of Contractor, County shall work to resolve any questions or concerns raised by utilities, motorists, residents, and property owners.

County shall pay Contractor for road maintenance services at rates and prices established.

Contractor shall present invoices to County by email attachment on a monthly basis.

Invoices shall clearly identify roadways, dates of service, and nature of service rendered with correlation to hourly rates and prices being charged thereto.

County shall make payment within 45 days of presentation of invoice.

Contractor assumes sole financial responsibility for wear, tear and damage to vehicles and equipment in the performance of all road maintenance services.

The County shall be held harmless to any risk relating to any casualty loss or property damage to any equipment or personnel under this agreement.

Contractor shall operate at all times in a lawful manner in every regard and maintain requisite insurance coverages in amounts and types and showing proof thereof, which are satisfactory to county officials.

Contractor shall carry comprehensive general liability insurance to include but not limited to, general liability, contractor’s liability, contractual liability, complete operations liability, and automobile insurance including hired and non-owned vehicles, insuring the Contractor and the County. Limits of said insurance coverage shall not be less than ($1,000,000) one million dollars per occurrence combined for bodily injury and property damage. Said insurance coverage shall be provided by an insurance company licensed to do business in the State of Maine. The County shall be named as additionally insured with the Contractor under the aforesaid insurance policies.

Contractor shall carry adequate insurance and furnish proof of same to cover the risk and requirements specified under the Worker’s Compensation Laws of the State of Maine. As an alternative, Contractor must furnish proof of Workers Compensation non-applicability to satisfaction of county officials.

All insurance requirements and insurance policies referenced herein shall provide that the County be given a minimum of (30) thirty days written notice regarding any change, cancellation, or lapse of policy.

Contractor shall indemnify, defend, 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, by, or on behalf of 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 all terms and covenants hereunder.