



REQUEST FOR PROPOSAL

Snowplowing Services – Multi-Year Agreement

197 Franklin Street Auburn NY 13021

November 1st, 2024 – April 15, 2025

November 1st 2025 – April 15, 2026

November 1st 2026 – April 15, 2027

FOR CAYUGA COMMUNITY COLLEGE

SOLICITATION NUMBER: 2025-03

Please refer all inquiries regarding this RFP to the following point of contact:

NAME: DOUGLAS KINNEY

EMAIL: DOUG.KINNEY@CAYUGA-CC.EDU

PHONE: 315-294-8411

ISSUE DATE: 9/12/2024

PRE BID INSPECTION: STRONGLY SUGGESTED

BIDS DUE: 10/1/24 by 3 p m

BID OPENING: 10/2/24 10 a m

PROJECT BEGINS: November 1st 2024

ISSUED BY:

Business Office – Crystal Gibson
Cayuga Community College
197 Franklin Street
Auburn, New York 13021
E-Mail: businessoffice@cayuga-cc.edu
Voice: 315-255-1743 x2206

All proposals are subject to terms and conditions therein set forth by:
Kelly Albrecht
CFO Cayuga Community College
197 Franklin Street
Auburn, New York 13021

TIMELINE

This section lists the key events associated with this RFP. Schedule changes, when required, will be indicated here.

It is strongly suggested that the bidder arrange a pre-bid inspection of the areas where the snowplowing is to be performed and to review all available data. Any failure by the contractor to acquaint themselves with all available information concerning the work will not relieve him from responsibility of carrying out the work intended by this contract.

Bids must be received no later than October 1st, 2024 by 3pm. The respondent shall assume the full responsibility for timely delivery at the location designated. Cayuga Community College assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, or any other delivery method. Responses received after the due date and time stated above will not be considered.

The timeline is an approximation of the dates that will take place. Changes to this timeline will be made available via addenda before the proposal submission. Any changes to the timeline during the review period will be posted as timeline updates.

PROPOSAL SUBMISSION GUIDELINES

Please provide pricing and 4 completed attachments for a multi-year agreement to cover service for November 1st, 2024 – April 15, 2025, November 1st, 2025 – April 15th, 2026, and November 1st, 2026 – April 15th, 2027.

Please submit the **SEALED PROPOSAL** marked on the outside of the envelope:
RFP – 2025-03 197 Franklin St

Proposals must be received no later than October 1st, 2024 by 3pm.

Douglas Kinney
Director of Facilities Services and Public Safety
197 Franklin Street
Auburn, NY 13021

Contractor shall submit proof of minimum equipment and manpower requirements with the bid proposal. Failure to do so shall be grounds for rejection of the bid. Such proof shall be copies of vehicle registrations made out in the name of the bidder or bona fide lease agreements between the bidder and another equipment supplier.

Bidding companies must provide pricing for each request for service, from Cayuga to respond for snow removal after the April 15th should weather conditions require it.

Please be aware that three copies of your full proposal must be submitted. A certificate of insurance along with a completed W-9 will be required as stated in our supplemental terms and conditions.

The following proof is required at the time of bid placement:

- Proof of Worker's Comp Liability Insurance with statutory limits/Employer's Liability: \$1,000,000
- Proof of General Business Liability Insurance with \$1,000,000 per Occurrence/\$2,000,000 Aggregate with no snow removal limitations or exclusions
- Proof of Automobile Liability Insurance with \$1,000,000 Combined Single Limit with no snow removal limitations or exclusions
- Umbrella Liability: \$5,000,000 per Occurrence/\$5,000,000 Aggregate with no snow removal limitations or exclusions
- Completed "Hold Harmless" agreement

INSTITUTIONAL BACKGROUND

Founded in 1953, Cayuga Community College is one of 64 accredited institutions that make up the State University of New York (SUNY) system. Cayuga offers open access and an affordable gateway to higher education, with courses and degree programs offered at campuses in Auburn and Fulton, NY and online. Cayuga Community College provides a strong liberal arts foundation for further study and career preparation. The College also addresses identified community needs through targeted training and personal enrichment programs. By sustaining academic excellence within a supportive learning environment, the College, a careful steward of human and fiscal resources, serves as a valuable asset to the development of our local, regional, and global communities.

PROJECT SCOPE

Cayuga Community College(CCC) issuing a Request for proposals for 2025-03 Snow Plowing 197 Franklin St. The purpose is to identify and award a contract for qualified contractor(s) for snow removal services at Cayuga Community College Facility located at 197 Franklin St Auburn NY 13021.

I. **SCOPE:**

The Cayuga Community College is seeking a qualified contractor(s) to provide snow removal services as well as snow removal equipment at the college. The work to be done under this contract and in accordance with these specifications consists of furnishing of equipment, material, supervision, labor, technical knowledge and skills necessary to satisfactorily and safely complete the job as outlined in this agreement.

LOCATIONS: Snow removal areas shall include the following:

- a. College Roads and driving lanes
- b. College Parking Lots

II. **PRE-BID INSPECTION:**

It is strongly suggested that the bidder arrange a pre-bid inspection of the areas where the snowplowing is to be performed and to review all available data. Any failure by the contractor to acquaint himself with all available information concerning the work will not relieve him from responsibility of carrying out the work intended by this contract.

III. **CONTACT PERSONS:**

Doug Kinney
Director of Facilities Services and Public Safety
Doug.kinney@cayuga-cc.edu
(315) 294-8411

IV. **QUALIFICATION OF BIDDER:**

The bidder shall demonstrate experience in snowplowing and the removal of snow for an industrial, commercial, or government complex which includes roadways, driving lanes and parking lots. Experience in the removal of snow solely from residential driveways shall not be considered to be adequate.

Each operator hired by the contractor must have a valid New York State license for the equipment they are operating.

Low bidder will be required to submit photocopies of operator driver licenses as required by Notice of Award letter. Low bidder shall show proof of compliance with New York State Department of Transportation (DOT) drug testing requirements.

V. **MINIMUM EQUIPMENT REQUIREMENTS:**

At a minimum, the contractor shall either own or lease vehicles which shall satisfy the equipment requirements. Additionally, the contractor shall have an adequate number of vehicle operators in order to operate the required vehicles in response to the contract requirements.

Vehicle operators shall be properly licensed for the operation of said vehicles and fully crossed-trained on each of the required vehicles. Contractor shall submit proof of minimum equipment and manpower requirements with the bid proposal. Failure to do so shall be grounds for rejection of the bid. Such proof shall be copies of vehicle registrations made out in the name of the bidder or bona fide lease agreements between the bidder and another equipment supplier.

The contractor shall also submit copies of valid drivers' licenses for the drivers of the vehicles. The College Staff reserves the right to inspect all equipment prior to the award of this contract, and to reject any bidder who cannot provide acceptable equipment for inspection. Should any changes occur in personnel or equipment during the course of the contract, the Contractor shall notify the College of such and provide proof of valid drivers' licenses and valid vehicle registrations.

All equipment (If required by NYS VTL) must be registered, insured, and have a valid New York State inspection sticker, and all equipment shall be in good running condition at the time of the College inspection in order to be considered acceptable.

VI. **RESPONSIBILITIES: SCOPE**

- A. The contractor shall provide a contact person who shall be available to respond to the specific request of the College for services twenty-four hours per day, seven days per week. Included in that contact information will be cell phone numbers and any other means by which they can be contacted.
- B. A knowledgeable employee of the contractor shall be designated as foreman and shall be in charge of the contractor's activities during each period of response.
- C. Plowing of all areas defined in the scope of this specification shall commence and completed before 7:AM daily whenever there is more than 2 inches of accumulation. Priority shall be given to clearing the roads, while secondary priority is given to parking lot surfaces. The terms "plowing" and "removal" shall mean clearing the surface from curb to curb to be as clear of snow as practicable.
- D. The period of time covered by this RFP for Snow Removal; is beginning November 1st, 2024 through and including April 15th 2025, November 1st, 2025 through and including April 15, 2026, and November 1st 2026 though and including April 15th, 2027.**
- E. Bidding companies must provide pricing for each request for service, from Cayuga to respond for snow removal after the April 15th should weather conditions require it.**
- F. 4 plus tons (all halite, no mixtures) per visit. If specified amount of salt is not applied per visit, the cost of salt not applied shall be deducted from the invoice.
- G. Salt shall be applied when there is 0-2" of snow or ice (subject to section D stated above)
- H. Salt shall be applied during wet road conditions when the temperature is below 32 degrees Fahrenheit.
- I. Plowing is required when there is more than 2" of snow or ice.
- J. 2 onsite pieces of dedicated heavy equipment for college snow plowing only.

- K. 20 call-in requests except for instances where the contractor failed to remove snow or ice as specified during a prior trip. In those instances, the call-in request does not apply.
- L. The Contractor will be required to provide an adequate inventory of commercial grade road salt to be stored off College property. Salting may be required with or without snow removal services.
- M. The College reserves the option to redirect the contractor while on site if conditions warrant rapid attention to a particular area not yet serviced. Services shall be provided in this manner twenty-four hours per day, seven days per week, including Sundays and holidays.
- O. Areas of responsibility shall be as follows:
 - 1. College Roads, driving lanes
 - Spartan Hall Lane
 - Scarlett Drive
 - Cayuga Way
 - Library Drive
 - Loading Dock off of Spartan Hall Lane
 - 2. College Parking Lots
 - Lots A,B,C,D,E,T-1,T-2
 - Gated lot by Cayuga works
 - Lutheran church, Prospect Street Rear Parking lot

VIII. Requirements

- A. The contractor shall only provide equipment which meets New York State requirements for a licensed vehicle. Such vehicles shall only be operated by personnel who are licensed to operate such vehicles on a state or municipal highway. All such vehicles shall be operated so as to remain under the safe control of their driver at all times, taking into consideration existing traffic and road conditions.
- B. The contractor shall at all times abide by all applicable laws of the State of New York and the Local Town Regulations, all Rules and Regulations and all applicable directives of the College Director of Facilities Services and Public Safety.
- C. The contractor shall report any and all property damage or injury caused by its performance of services at the sites and shall be responsible for all repairs and restorations.
- D. The contractor shall keep all areas designated by the College for the storage of its supplies and equipment in a neat and clean manner at all times.
- E. When plowing snow, the contractor shall not restrict access to doorways, sidewalks, gates, or entrances.
- F. The contractor shall not pile snow where views of approaching vehicles would be blocked.
- G. Contractor will not block or obstruct any fire hydrants

VII. **RATES AND PAYMENT:**

Payment shall be made by the College upon receipt of invoices not more than once per month during the term of the contract.

VIII. **CODES/STANDARDS:** The contractor shall comply with the following codes and standards:

- A. OSHA - Occupational Safety & Health Act

B. Federal, State and Local Regulations

INSURANCE REQUIREMENTS

The vendor agrees to obtain and maintain General Liability Insurance, including Comprehensive Form, Premises Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage/\$2,000,000 Aggregate with no snow removal limitations or exclusions.

The vendor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired, and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage.

In addition, the vendor will agree to maintain the appropriate professional liability insurance coverage with minimum limits of not less than one million dollars (\$1,000,000) with no snow removal limitations or exclusions per occurrence.

The vendor further agrees to comply with the New York State Workers' Compensation Board requirements regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the College to obtain from Contractors proof of Workers Compensation insurance coverage, Self- Insurance, or exemption from the requirement of obtaining Workers' Compensation Insurance coverage. Evidence must be submitted to the College on forms specified by the Workers' Compensation Board and stamped as received by the Workers' Compensation Board.

The required insurance policies shall be endorsed to include Cayuga Community College and Cayuga County as additional insured. They will also include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, which shall be Cayuga Community College, by certified mail thirty (30) days before any change diminishing coverage, limits, cancellation, or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

The vendor must provide current and up-to-date certificates of insurance listing the following coverage. The College and the County of Cayuga will be listed as

Kind of Insurance	Limits of Liability
▪ Worker's Comp Liability Insurance with statutory limits/Employer's Liability: \$1,000,000	
▪ General Business Liability Insurance with \$1,000,000 per Occurrence/\$2,000,000 Aggregate with no snow removal limitations or exclusions	
▪ Automobile Liability Insurance with \$1,000,000 Combined Single Limit with no snow removal limitations or exclusions	
▪ Umbrella Liability: \$5,000,000 per Occurrence/\$5,000,000 Aggregate with no snow removal limitations or exclusions	
▪ Completed "Hold Harmless" agreement	

■ Statutory Compliance

The successful respondent will be required to agree with the following:

- ▶ The vendor will covenant and agree to comply in all respects with all Federal, State, and County laws which pertain hereto, including but not limited to Worker's Compensation and Employers' Liability Insurance, hours of employment, wages, non-discrimination, and human rights.
- ▶ The vendor and subcontractor(s) shall abide by the regulations of [41 CFR 60-741.5\(a\)](#) and [41 CFR 60-300.5\(a\)](#). This regulation prohibits discrimination against qualified protected veterans and qualified individuals based on disability. It requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment-qualified protected veterans and individuals with disabilities.

TERMINATION

■ Cause

For a material breach that remains uncured for more than fifteen (15) days or other specified period after written notice to the vendor, this contract may be terminated by Cayuga Community College at the vendor's expense where the vendor becomes unable or incapable of performing, or meeting any requirements or qualifications outlined in the contract, or for non-performance, or upon a determination by Cayuga that the vendor is non-responsible. Such termination shall be upon written notice to the vendor. In such event, Cayuga may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach. The vendor will reimburse Cayuga Community College for the actual costs to complete the services in excess of the contract fees provided in this agreement. Any such act by Cayuga will not be deemed a waiver of any other right or remedy of Cayuga, including, without limitation, Cayuga's right to consequential damages caused directly or indirectly by the vendor's default.

■ Authorization of Funds

If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the State of New York, County of Cayuga, and/or State University of New York. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, the vendor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve Cayuga Community College of any further obligation, except for Cayuga's obligation to pay for services already performed pursuant to this agreement.

■ Convenience

Cayuga Community College may terminate this contract at any time for convenience upon thirty (30) days written notice without penalty or other early termination charges due. Cayuga shall remain liable for all accrued but unpaid costs incurred until the termination date if the contract is terminated according to this subdivision.

■ Automatic Termination

This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) failure to comply with federal, state or local laws, regulations or requirements; or (c) expiration of the term.

■ **Violation of Sections 103-d of General Municipal Law**

Cayuga Community College reserves the right to terminate the contract if it is found that the certification filed by the vendor per [Section 103-d of the General Municipal Law](#) (Certificate of Non-Collusion) was intentionally false or intentionally incomplete. Upon such finding, Cayuga may exercise its termination right for cause.

Cayuga Community College reserves the right to terminate the contract in the event it is found that the certification filed by the vendor in accordance with [§5-a of the Tax Law](#) is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, Cayuga may exercise its termination right for cause.

ATTACHMENT 1: NON-COLLUSIVE BIDDING

By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid, each party to that certifies as to its organization under penalty of perjury, that to the best of their knowledge and belief:

1. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement to restrict competition as to any matter relating to such prices with any other vendor or with any competitor;
Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or any competitor; and
2. No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal to restrict competition.
- 3.

Name

Job Title

Signature

Date

ATTACHMENT 2: CONFLICT OF INTEREST STATEMENT

The vendor offering to provide services according to this solicitation as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the vendor to breach any other contract currently in force with Cayuga Community College. Furthermore, the vendor attests that it will not act detrimental to any College project on which the vendor is rendering services.

1. The fulfillment of obligations by the vendor, as proposed in the response, does not violate any existing contracts or agreements between the vendor and the College;
2. The fulfillment of obligations by the vendor, as proposed in the response, does not and will not create any conflict of interest, or the perception thereof, with any current role or responsibility that the vendor has regarding any existing contracts or agreements between the vendor and the College;
3. The fulfillment of obligations by the vendor, as proposed in the response, does not and will not compromise the vendor's ability to carry out its obligations under any existing contracts between the vendor and the College;
4. The fulfillment of any other contractual obligations that the vendor has with the College will not affect or influence its ability to perform under any contract with the College resulting from this solicitation;
5. During the negotiation and execution of any contract resulting from this solicitation, the vendor will not knowingly take any action or make any decision that creates a potential for conflict of interest or might cause a detrimental impact to the College, including, but not limited to, any action or decision to divert resources from one College project to another;
6. In fulfilling obligations under each of its College contracts, including any contract which results from this solicitation, the vendor will act in accordance with the terms of each of its College contracts and will not knowingly take any action or make any decision that might cause a detrimental impact to the College including, but not limited to, any action or decision to divert resources from one College project to another;
7. No former officer or employee of the College who is now employed by the vendor, nor any former officer or employee of the vendor whom the College now employs, has played a role concerning the administration of this contract procurement in a manner that may violate [section 73\(8\)\(a\) of the State Ethics Law](#); and
8. The vendor has not and shall not offer to any employee, member, or director of the College any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.
9. Steps will be taken to avoid the appearance of any impropriety or improper conduct.

Vendors responding to this solicitation should note that the College recognizes that conflicts may occur in the future because a vendor may have existing or new relationships. The College will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, an actual or potential

Name

Job Title

Signature

Date

ATTACHMENT 3: DIVERSITY PRACTICES

I, _____ as _____ of _____
FULL TITLE COMPANY

firm or company (hereafter referred to as the Company), swear and affirm under penalty of perjury that the answers submitted to the

following questions are complete and accurate to the best of my knowledge:

- 1 Does your Company have a Chief Diversity Officer or other individuals tasked with supplier diversity initiatives? YES NO

What percentage of your Company's gross revenues (from your prior fiscal year) was paid to New York

- 2 State certified minority or women- owned business enterprises as subcontractors, suppliers, joint-venturers, partners, or other similar arrangements for the provision of goods or services to your Company's clients or customers?

- 3 What percentage of your Company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your Company's clients or customers) or noncontract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors? ¹

- 4 Does your Company provide technical training ² to minority- and women-owned business enterprises?
 YES NO

If YES, describe such training, which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

- 5 Is your Company participating in a government-approved minority- and women-owned business YES NO enterprise mentor-protégé program?

If YES, identify the governmental mentoring program in which your Company participates and provide evidence demonstrating the extent of your Company's commitment to the governmental mentoring program.

¹ Do not include onsite project overhead.

² Technical training teaches employees how to accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to transferable soft skills.

- 6 Does your Company include specific quantitative goals for the utilization of minority- and women-owned YES NO business enterprises in its non-government procurements?

If YES, describe such non-government procurements (including time period, goal, scope, and dollar amount) and indicate the percentage of the goals attained.

- 7 Does your Company have a formal minority- and women-owned business enterprise supplier diversity program? YES NO

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of _____

Printed Name of _____

Title _____

Name of _____

Street _____

City, State, Zip: _____

**ATTACHMENT 4: COST PROPOSAL
TRANSMITTAL SHEET**

NAME OF VENDOR: *(Legal name as it would appear on a contract)*

MAILING ADDRESS: *(Street address, P.O. Box, City, State, ZIP Code)*

FEDERAL EMPLOYEE IDENTIFICATION NUMBER:

IF NYS CERTIFIED:

MINORITY BUSINESS ENTERPRISE (MBE) WOMAN BUSINESS ENTERPRISE (WBE)

PERSON AUTHORIZED TO ACT AS THE CONTACT FOR THIS FIRM IN MATTERS REGARDING THIS PROPOSAL:

PRINTED NAME: *(First Name, Last Name)*

TITLE:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

PERSON AUTHORIZED TO OBLIGATE THIS FIRM IN MATTERS REGARDING THIS PROPOSAL OR THE RESULTING CONTRACT:

PRINTED NAME: *(First Name, Last Name)*

TITLE:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

IF CORPORATION, NAME AND TITLE OF PERSON AUTHORIZED BY THE BOARD OF DIRECTORS TO SIGN THIS PROPOSAL ON BEHALF OF THE BOARD:

PRINTED NAME: *(First Name, Last Name)*

TITLE:

SIGNATURE OF VENDOR OR AUTHORIZED

DATE

By signing this form, the above vendor or authorized representative attests that the proposal price submitted will remain valid for a minimum of 90 days from the