

TOWN OF SCARBOROUGH



INVITATION TO BID NUMBER 122016

RETURN THIS BID TO:

Attention: ITB # 122016
PO Box 360
259 US Route One
Scarborough, ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 02/5/2016

**PUBLIC WORKS
EQUIPMENT RENTAL AND CONSTRUCTION SERVICES**

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO THE OPENING LOCATION AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT OR HIS DESIGNEE PRIOR TO THE BID OPENING ON MARCH 10, 2016 AT 10:00AM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

OPENING LOCATION: TOWN OF SCARBOROUGH, TOWN HALL, LOCATED AT 259 US ROUTE ONE SCARBOROUGH, ME 04074 IN THE TOWN MANAGER'S CONFERENCE ROOM, MAIN LEVEL.

F.O.B. POINT IF MAILED: FINAL DESTINATION

EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.

LATE BIDS WILL NOT BE ACCEPTED.

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED IN WRITING TO KIM MASSA, PURCHASING SPECIALIST, AT (207) 730 4088 (FAX) OR KMASSA@CI.SCARBOROUGH.ME.US.

THE PREFERRED METHOD IS VIA EMAIL.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE TOWN'S WEB SITE, YOU MUST REGISTER WITH THE PURCHASING OFFICE TO RECEIVE SUBSEQUENT AMENDMENTS.


TOM HALL
TOWN MANAGER

INSTRUCTIONS TO BIDDERS

INTENT OF BID: This Invitation to Bid (ITB) is intended to result in the providing of Equipment Services and labor during the period of this contract (July 1, 2016 through June 30 2019), as needed by the Town of Scarborough at the price bid according to the following requirements:

- A. All equipment requested by the Director of Public Works or his/her designee shall be approved by a Public Works representative upon delivery, prior to starting work.
- B. Bid prices shall be per hour, unless otherwise specified. All bid items shall include an operator/driver for each piece of equipment.
- C. All additional fees to the unit price, including mobilization, and transportation costs must be listed with each unit price on the bid form.
- D. Please note that the equipment listed is John Deere, and is used for comparison purposes only. Vendor will be bidding EQUIVALENT OR EQUAL TO sizes and/or types specified.
- E. Vendors may bid on as many services as they are able to perform and use of the vendor will be based on only those bids which the vendor has bid upon.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

PAYMENT FOR TOWN PURCHASES: Payment for agreements for the undisputed purchase of goods or services provided to the Town, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

FEDERAL EXCISE TAX: The Town is exempt from all Federal Excise Tax.

STATE SALES TAX: The Town is exempt from all State of Maine Sales Tax.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term

“independent negligence” is negligence other than in the Town’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

INSURANCE: Contractor shall purchase and maintain workers’ compensation insurance, general public liability and property damage insurance, including vehicle coverage, all with limits and terms satisfactory to Owner:

Worker’s Compensation:

Worker's Compensation insurance shall be in strict accordance with the requirements of the most current laws of the State.

- 1. State: Statutory
- 2. Applicable Federal (E.g. Longshoreman's): Statutory
- 3. Employer’s Liability: \$1,000,000

Builders Risk Insurance:

Contractor shall purchase and maintain builders risk insurance, which shall cover Contractor and Owner as loss payees to the extent of their interests.

Comprehensive General Liability Insurance.

Bodily Injury and Property Damage Liability:

| | Each Occurrence | Aggregate |
|-------------------------------|-----------------|-------------|
| Premises – Operations | \$1,000,000 | \$3,000,000 |
| Completed Operations/Products | \$1,000,000 | \$3,000,000 |
| Contractual Liability | \$1,000,000 | \$3,000,000 |

Property Damage liability insurance will provide explosion, collapse and underground coverages where applicable.

Personal Injury with employment exclusion deleted:

\$3,000,000 Annual Aggregate

Comprehensive Automobile Liability:

- 1. Bodily Injury:
 - \$1,000,000 Each Person, \$3,000,000 Annual Aggregate
 - \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate
- 2. Property Damage:
 - \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate

Owner shall be named as an additional insured on the comprehensive general and automobile liability policies. Contractor shall provide Owner copies of all the actual insurance policies for review and approval before the commencement of work.

A bidder's failure to provide this supplemental information, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB.

SUPPORTING INFORMATION: The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

ALTERATIONS: The awarded bidder must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained in this ITB or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WORKMANSHIP & MATERIALS: All work and/or fabrication must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item and/or service provided.

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with

the winning bidder. Questions concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

CONTRACT PERIOD: From July 1, 2016 through June 30, 2019. The contract may be extended upon mutual agreement for 2 additional years.

CONTRACT PRICES: Contract prices are to remain firm through the duration of the contract(s) and the extension or renewal of the contract(s).

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

The Town of Scarborough reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.

ADDITIONAL INFORMATION:

ALL inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business on March 3, 2016 to the Attention of Kim Massa, Purchasing Specialist by fax (207 730-4088) or email to kmassa@ci.scarborough.me.us. The Town is not responsible for oral interpretations given by any Town employee, representative or other.

OFFICIAL BID FORM

DESCRIPTION OF EQUIPMENT/SERVICES AND BID PRICES

Directions: Please fill in description and numerical values for each piece of equipment you wish to submit a bid on. Bidder may leave items blank if they do not intend to provide a price for certain equipment or services. Bidder must include description (year, make, and model) of equipment. **Bidder may attach separate sheet if multiple pieces of equipment are available for the same category; please include: size, description, hourly rate, and mobilization fee if a separate document is added instead of filling in the form below.**

| Equipment | Size | Description (Year, Make, Model) | Hourly Rate | Mobilization Fee |
|-----------------------------|------------------------|------------------------------------|----------------|---------------------|
| Single Axel Dump | 8 CY +/- | | | |
| Tandem Axel Dump | 14 CY +/- | | | |
| Tri Axel Dump | 18 CY +/- | | | |
| Trailer Dump(W/ Tractor) | 28 CY +/- | | | |
| Excavator | 3,000-5,999 lbs. | | | |
| Excavator | 6,000-9,999 lbs. | | | |
| Excavator | 10,000- 15,999 lbs. | | | |
| Excavator | 16,000- 19,999 lbs. | | | |
| Excavator | 20,000- 40,999 lbs. | | | |
| Excavator | 41,000- 49,999 lbs. | | | |
| Excavator | 50,000- 59,999 lbs. | | | |
| Excavator | 60,000- 66,999 lbs. | | | |
| Excavator | 67,000- 79,999 lbs. | | | |
| Excavator | 80,000- 89,999 lbs. | | | |
| Excavator | 90,000 + lbs. | | | |
| Bulldozer | 8,000-14,999 lbs. | | | |
| Bulldozer | 15,000- 16,999 lbs. | | | |

| Equipment | Size | Description (Year, Make, Model) | Hourly Rate | Mobilization Fee |
|---|------------------------|--|------------------------|-----------------------------|
| Bulldozer | 17,000- 18,999 lbs. | | | |
| Bulldozer | 19,000- 22,999 lbs. | | | |
| Bulldozer | 23,000- 29,999 lbs. | | | |
| Bulldozer | 30,000- 39,999 lbs. | | | |
| Bulldozer | 40,000- 49,999 lbs. | | | |
| Bulldozer | 50,000 + lbs. | | | |
| Loader | 0.5 - 1.5 CY | | | |
| Loader | 1.6 - 3 CY | | | |
| Loader | 3.1 – 4.9 CY | | | |
| Loader | 5 CY + | | | |
| Backhoe/Loader | Any | | | |
| Grader | 7,000- 29,999 lbs. | | | |
| Grader | 30,000- 49,999 lbs. | | | |
| Grader | 50,000+ lbs. | | | |
| Vibratory Roller | 10,000- 14,999 lbs. | | | |
| Vibratory Roller | 15,000+ lbs. | | | |
| Water Truck | 2,500 Gal +/- | | | |
| Tractor w/ Lowbed | 35 – 50 ton | | | |
| Shoring | Any | | | |
| Water Pumps (w/ hoses) | 2" or 3" | | | |
| Laborer w/ Transportation | | | | |
| Foreman w/ Transportation & Tools | | | | |

| Equipment | Size | Description (Year, Make, Model) | Hourly Rate | Mobilization Fee |
|----------------------------------|------|------------------------------------|----------------|---------------------|
| 12" Wood Chipper | | | | |
| Materials Screening Plant | | | | |
| Variable Message Reader Board | | | | |

NOTE: TO BE BID ON A PER HOUR BASIS AND CONFORMING TO THE STATE OF MAINE MOTOR VEHICLE REGULATIONS FOR SPECIFIED UNITS, AND ASSURING THAT LOADS ARE COVERED AS REQUIRED BY LAW AND CITY ORDINANCE.

ALL EQUIPMENT RATES ARE TO INCLUDE ALL FUELS, MAINTENANCE, OIL, GREASE, DRIVER/OPERATOR WAGES AND COSTS, LICENSES, PERMITS, AND ANY OTHER COST OF OWNING AND/OR OPERATING THE EQUIPMENT.

>>> NOTE: BID MUST BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED MEMBER OR EMPLOYEE OF THE ORGANIZATION MAKING THE BID.

SIGNED: _____ DATE: _____

COMPANY: _____
Corporation, Firm, or Company

ADDRESS: _____
Street/PO Box

City State ZIP

TELEPHONE : (____) _____ FAX: (____) _____