

**CITY OF PRESQUE ISLE, MAINE
PROVIDE WINTER SAND FOR THE 2012-2013 WINTER SEASON
INVITATION TO BID**

Sealed Bids are being accepted for the purchase of winter sand for the 2012-2013 Winter Season.

Bids will be received by the City of Presque Isle, Maine at the City Clerk's office, 12 Second Street, until **10 a.m. on Friday August 31, 2012**. Bids will be opened and read aloud beginning at 10:01 a.m. Bids must be submitted in a sealed envelope clearly marked "**WINTER SAND BID**"

Any questions pertaining to this bid shall be directed to the Deputy Public Works Director at (207) 764-2560

All materials and labor required to complete the work will be supplied by the Bidder. The cost and expense of all necessary labor, tools and equipment required to complete the work will be included in the prices stated in the Bids. Specifications can be obtained on the City Website at www.presqueisle.govoffice2.com.

A bid package can also be obtained at the following locations:
City Clerk's Office, 12 Second Street – telephone 760-2720
Public Services, 12 Second Street – telephone 760-2712

The City of Presque Isle is an Equal Opportunity Employer.

Date: August 17, 2012

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR BIDDERS TO

PROVIDE/SUPPLY WINTER SAND FOR THE 2012-2013 WINTER SEASON

**CITY OF PRESQUE ISLE
REQUEST FOR BIDS**

SECTION 1. GENERAL

The City of Presque Isle is seeking bids from qualified individuals and firms (Bidder) to provide/supply approximately 5,500 cubic yards of winter sand for the 2012-2013 winter season.

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 be responsible for the proper disposal of any waste generated by this request for bids.
3. The Bidder shall serve in the capacity of an independent contractor and shall not be deemed an employee or representative of the municipality. The Bidder understands and agrees that he is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the City, and for whom no retirement benefits, Medicare, vacation and sick leave, workers compensation, employment and similar benefits available to City 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.
4. Unless otherwise stated all bids shall be in a lump sum basis, FOB Presque Isle, in U.S. funds.
5. 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.
6. Unless otherwise stated all bids shall be submitted on the bid form supplied by the City.
7. The City reserves the right to reject any or all bids and to waive any informality as it deems necessary. The City Manager shall retain the right to determine what constitutes informality. In his decision, the City Manager may consider if other bidders are placed at a disadvantage by his decision. In all cases, the decision by the City Manager shall be final.
8. Fax bids will not be accepted.
9. No bid may be withdrawn for a period of 30 days after the bid opening.
10. 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.

11. 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 City Manager, except to a bank. No subcontracts or transfer or agreement shall in any case release the bidder of his liability under this agreement.
12. The performance of work or the delivery of material under the contract may be terminated by the City in whole, or from time to time, in part whenever for any reason the City manager shall determine that such termination is in the best interest of the City. 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.
13. The Bidder agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, 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.
14. Any and all notebooks, maps, plans, working papers or other work produced in the performance of this contract are the property of the City.
15. Failure to provide requested information at the time the bid is submitted may result in the bid being rejected.

SECTION 3. BIDDER QUALIFICATIONS

- A. Complete 'Statement of Bidder Qualifications' form.
- B. Name and qualifications of the project coordinator.
- C. List of similar work performed or material delivered to include the names, addresses and telephone numbers of people who can be utilized as a reference check.

SECTION 4. SUBMITTING A BID

All bids must be submitted in a sealed envelope clearly marked “**WINTER SAND BID**” on the outside of the envelope. Bids must be **RECEIVED by August 31, 2012 at 10:00 AM** at

the City Clerk's office, 12 Second Street, Presque Isle, Maine 04769. Any questions pertaining to this bid shall be directed to the Deputy Public Works Director at (207) 764-2560.

All bids shall be opened and read aloud in public on August 31, 2012 at 10:00 AM at the above address. Final award of the bid is expected to be made on or about September 5, 2012 by the City Manager and/or City Council. His/their decision shall be final. Bidders are welcome to attend the bid opening and City Council meeting (if needed).

SECTION 5. SCOPE OF WORK

The City will accept bids from qualified individuals and firms to supply/provide approximately 5,500 cubic yards of winter sand for 2012-2013 winter season, subject to the following requirements:

1. The City retains the right to adjust the quantity. The payment for material shall be based on the actual quantity delivered and accepted by the City.
2. All sand shall be delivered to the Presque Isle Public Works facility at 5 Missile Street.
3. All sand shall be 5/8" minus with not more than 30% passing through a 1/4" screen. Seventy percent (70%) of material shall be 1/4" to 5/8" in size. Sand shall be granular and consist of hard durable particles free from vegetable matter, lumps or balls of clay, and other deleterious substances. The Deputy Public Works Director, or his designee, shall be sole judge of quality of the sand and if it meets the needs of the City. The City retains the right to accept or reject any or all sand delivered.
4. All sand shall be uniformly mixed with 125 pounds of rock salt per cubic yard of sand. All rock salt shall meet the latest Maine Department of Transportation specifications. Salt shall be minimum 95% sodium chloride.
5. All sand shall be mixed and delivered during periods of dry weather. The Deputy Public Works Director, or his designee, shall have sole authority to determine delivery conditions.
6. Total delivery shall be accomplished prior to October 1, 2012 unless an extension is granted in writing by the City.
7. All deliveries shall be made weekdays during normal business hours, unless prior arrangements are made with the Deputy Public Works Director.
8. All bids shall be based on a per cubic yard basis. Copies of salt invoices shall be provided to the City prior to payment of sand.
9. Bidders may provide a bid for clean sand only without salt on a per cubic yard basis. The City reserves the right to purchase sand, mixed or unmixed, and to determine amounts purchased.
10. The City has the right to require (1) random weighing of loads to verify quantities and (2) random sieve analyses to verify gradation.

STATEMENT OF BIDDER'S QUALIFICATIONS
(If desired, the bidder may submit additional information)

Name of Bidder: _____

Bidder is: Corporation () Partnership () Individual ()

Permanent Main Office Address: _____

Federal ID Number: _____

When Organized: _____

If a corporation, where incorporated? _____

How many years have you been engaged in business under your present firm or trade name? _____

A financial statement may be required of the successful bidder prior to award.

The Undersigned hereby authorizes and request any person, firm, or corporation to furnish any information requested by the City of Presque Isle in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Attest Name of Bidder: _____

By: _____

Title: _____

Dated: _____

“WINTER SAND BID” BID FORM
Bid Opening August 31, 2012 at 10:00 a.m.

Submit to: City Clerk
12 Second Street
Presque Isle, ME 04769-2459

Bidders Name: _____

Address: _____

Telephone Number: _____

The following bid is submitted in response to the Request for Bid to supply sand/salt mixture for 2012-2013 season.

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

Does the Bidder meet the qualifications per Section 3 and provided attachments, if required, to this Bid Form? _____yes _____no

ITEM	BID PRICE
Winter Sand with Salt	\$ _____ per cubic yard
Winter Sand without Salt	\$ _____ per cubic yard

Signature: _____

Printed Name: _____

Date: _____

By affixing my signature I certify that I have the authority to submit and bid and further certify that this bid meets or exceeds all requirements of the Request for Bid.