



City of Auburn, Maine

Financial Services

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 60 Court St.

Auburn, Maine 04210

January 30, 2017

Dear Bidder(s):

The City of Auburn is accepting written proposals for **The Purchase and Removal of the Tree Length Wood Stockpile**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All proposals must include FOB to Auburn, Maine unless otherwise specified.

Proposals will not receive consideration unless submitted in accordance with the following instructions bidders. Please mark sealed envelopes plainly: **“The Purchase and Removal of the Tree Length Wood Stockpile, Bid # 2017-022”**.

Questions regarding this Request for Bids should be directed to Derek Boulanger, Facilities Manager/ Purchasing Agent (207) 333-6601 ext 1135.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Tuesday, February 21<sup>st</sup>, 2017**. Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Derek Boulanger, Facilities Manager/Purchasing Agent, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

Derek Boulanger  
Facilities Manager/Purchasing Agent

60 Court Street • Auburn, ME 04210  
(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6620 Fax

## CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the highest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. No contract may be assigned without the written consent of the Purchasing Director or his designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
10. Please state "**The Purchase and Removal of the Tree Length Wood Stockpile Bid #2017-022**", on submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.

# GENERAL INSTRUCTIONS

## **INSPECTION:**

Interested bidders may inspect the stockpile at: 159 Gracelawn Road, Auburn, Maine 04210. To schedule a site visit, contact Dan Goyette, Public Services Director @ 207-333-6601 Ext. 2156 between the hours of 7:00am and 3:00pm.

## **REMOVAL:**

The approximately 280 cords of tree length wood shall be removed from: 159 Gracelawn Road, Auburn, Maine 04210 within **thirty (30) days from acceptance of bid** at the sole expense of the successful bidder (see specifications).

## **PENALTY CLAUSE:**

A **\$500.00** per day late delivery penalty fee shall be enforced for each day the wood stockpile is not removed after the deadline set above.

## **TERMS OF PAYMENT:**

The City of Auburn will be paid within ten days of the bid date and must be paid in full prior to removal of the wood stockpile.

## **PRODUCT LIABILITY:**

The City of Auburn accepts no liability whatsoever for the condition of the wood and is being sold in "as is, where is" condition.

In consideration of the purchase of the wood stockpile by the successful bidder, the bidder shall agree to defend, indemnify and hold harmless the City from any loss, expense, cost, claim or judgment, including reasonable attorney's fees, arising from any claim for bodily injury, property damage or any other damage or injury when defects in the wood have caused such injury or damage, or to the extent such defects contributed to such injury or damage.

## **BOND:**

A cash bond in the amount of five (5) percent of the bid price shall accompany each bid in the form of a Certified Check, payable to the City of Auburn. Bids submitted without a bond will not be read.

Cash bonds issued by unsuccessful bidders shall be returned within five (5) days. The City will withhold the successful bidder's cash bond until city officials have confirmed removal of the wood stockpile is completed as specified, at which time it will be returned in full.

**CONTRACT:**

These specifications, together with any other documents required herein, shall be included in the final contract.

- Remove the entire stockpile of tree length wood from the Public Services Pit at 159 Gracelawn Road, Auburn, Maine 04210.
  - The wood stockpile is approximately 280 cords consisting of 80% hardwood.
  - The bidder is responsible for removing the entire stockpile.

**WARRANTY:**

No warranty is expressed or implied by the City of Auburn or other parties in relation to the wood stockpile.

**INSURANCE:**

Each bidder shall show proof of insurance coverage as follows:

The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. **It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.**

- (a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

- (b) **Business Automobile Liability**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

**(c) Workers' Compensation Insurance**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A: Statutory  
Coverage B: \$100,000/\$500,000/\$100,000

**(d) Professional Liability**

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

- (e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.
- (f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.
- (g) The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

**BID FORMAT:**

All bidders must submit their bids on the enclosed bid form. This is for ease of comparison of bids submitted. An exception to this requirement will not be acceptable.

## **GENERAL CONDITIONS**

### 1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

### 2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

### 3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

# BID PROPOSAL FORM

Due: Tuesday, February 21st, 2017

To: City of Auburn  
Derek Boulanger, Facilities Manager/Purchasing Agent  
60 Court Street  
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature \_\_\_\_\_ Name (print) \_\_\_\_\_

Title \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

STATE OF MAINE

\_\_\_\_\_, SS.

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

Personally appeared and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public \_\_\_\_\_

Print Name \_\_\_\_\_

Commission Expires \_\_\_\_\_



Net FOB: **159 Gracelawn Road, Auburn, Maine 04210**

\$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Tel. # \_\_\_\_\_

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