City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

September 26, 2013

Dear Bidder:

The City of Auburn is accepting written proposal for the Auburn Public Works Department for **WINTER SAND.** 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: **"WINTER SAND – Bid #2014-013.**

Questions regarding this Request for Bids should be directed to Gary Wadsworth, Operations Manager, at (207) 333-6601, ext. 2153.

Please submit your proposal to the City of Auburn by 3:00 p.m. **Thursday October 10, 2013.** Proposals will be opened at 3:00 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
www.auburnmaine.gov

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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 lowest 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. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.

10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.

11. Please state **" Winter Sand – Bid # 2014-013",** on submitted, sealed envelope.

12. 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 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.

4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

WINTER SAND

SCOPE OF WORK

The City of Auburn would like to hire a competent contractor to supply the city with 7,000 CY of Screened Winter Sand at its storage facility on Gracelawn Road.

The contractor shall provide all labor and equipment necessary for the excavation, loading, grinding/screening, trucking, and stockpiling of the sand.

The sand must conform to the following specifications as close as possible. The contractor must list any variances in the specification that is prevalent.

As an option, the contractor may provide a stockpile area in their pit with a southern exposure, which the city will have 24-hour access to, as well, the pile shall remain in place until the City depletes it. This area must be in reasonable proximity to the Highway garage due to the need of immediate access in cases of emergency conditions. Distance from the vendors stockpile to the Auburn Public Works Garage will be a determining factor in the award of the bid, if Auburn Public Works hauls the material themselves.

All work relative to the proposal must be completed by November 15, 2013.

CONTRACTOR/VENDOR INFORMATION

Please include the following information:

1. Name, address, and brief history of the firm.

2. Method that would be used to produce all aggregates.

3. The names of clients who may be contacted for reference, at least two for whom relative services were provided.

You are invited to include information not covered above which you feel may be useful and applicable to this proposal.

SPECIFICATIONS

The Material **must** conform to the following specifications as closely as possible. The contractor must list any variances in the specification that is prevalent.

Winter Sand Specification

Sieve	% Passing
3/8"	100
#4	80-100
#50	0-35
#200	0-3

BID PROPOSAL FORM
Due October 10, 2013

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._____ Fax 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_____

The undersigned having reviewed the information for bidders, general conditions, and specifications for **Winter Sand**, hereby agrees, if awarded the contract under this bid, to supply all the necessary materials, tools, equipment, and labor to perform and complete the work in accordance with said requirements and specifications at the following prices:

Item #1
Supply Screened Winter Sand in accordance to specifications (7,000 CY.)
Price per Cubic Yard $ _____

Item #2
Supply Screened Winter Sand in accordance to specifications (7,000 CY.)
Hauled by the Highway Department **Price per Cubic Yard** $ _____

Item #3
Provide pricing for additional commercial sand available FOB Contractor's site. Pricing shall be above and beyond the requested amount and will be purchased on as needed bases
Price per Cubic Yard $ _____

Starting Date: _____