

TOWN OF WARREN

REQUEST FOR BID PROPOSALS

ROAD SAND

Winter Season 2017 – 2018

General Instructions

1. **BID FORM** - All bids must be submitted in conformity with the requirements of the Specifications attached hereto and the Official Bid Form included herewith. The submission of a bid on a form other than the Official Bid Form shall constitute grounds for rejection of the bid. Upon execution by a Municipality, the Official Bid Form, and such other documents as stated below, shall serve as the contract.
2. **BID DOCUMENTS** - Bid documents shall be enclosed in a sealed envelope, clearly labeled "**WARREN ROAD SAND BID 2017**" so as to identify the item for which a bid is submitted and guard against opening prior to the time set therefore.
3. **TIME FOR RECEIVING BIDS** - Bids received prior to the time of opening will be securely kept unopened. All bids shall be delivered to the Warren Town Office, 167 Western Road, Warren, ME 04864, prior to **2:00 pm on Thursday, May 11, 2017**.
4. **BID OPENING** - The Bid Opening Meeting will be held on **Friday, May 12, 2017 at 2 pm** during at the Warren Town Office, 167 Western Road, Warren, Maine. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.
5. **BIDS TO REMAIN OPEN** - All bids shall remain open and may not be withdrawn for a period of thirty (30) days after the day of the bid opening (which would be June 12, 2017).
6. **AWARD OF CONTRACT** - The Contract will be awarded to the lowest responsible bidder, whose bid complies with all the conditions of the Contract Documents, provided the bid is the best value to the Town, and it is in the best interest of the Town to accept it as determined by the Selectmen. The Town of Warren reserves the right to reject any or all bids in whole or in part if it is deemed in the best interest of the Town to do so. In determining the most advantageous bid, the Town reserves the right to consider quality, experience, solvency, financial standing with the Town, history of claims with the Town, history of work quality with the Town, references, insurance bonding, compliance record, safety record, delivery date, work schedule, and past and present service of Bidder, in addition to price. Vendors/Contractors shall be current on all amounts due to the Town prior to the Town entering into any contract agreement. Upon execution by a Municipality, the Official Bid Form, together with the other Contract Documents shall serve as the Contract.
7. **COMPLIANCE OF CONTRACT DOCUMENTS** - Before submittal of this bid, each bidder must examine the Contract Documents thoroughly. The submission of a bid will

constitute a representation by the bidder that it has complied with every requirement of these specifications.

8. **DEVIATIONS** - All deviations from the attached Specifications must be set forth in writing by use of the enclosed form marked "Statement of Compliance/Deviations from Specifications." The information provided on the form must fully and completely describe each such proposed deviation and the reasons why each such deviation is fully equal or superior to the specifications. If there are no deviations, please state same. The executed "Statement of Compliance/Deviations from Specifications" form *must* be submitted with the bid. The failure of a bidder to submit the form with the bid shall be deemed to constitute grounds for rejection of the bid. It is incumbent upon the bidder to supply any and all additional information regarding any deviation from the Detailed Specifications, which in the opinion of the bidder may assist the Municipality in evaluating compliance of the bid.
9. **INTERPRETATIONS** - All questions about the meaning or intent of the Contract Documents shall be submitted in writing to William Lawrence, Town Manager, 167 Western Road, Warren, ME 04864 by 2 pm May 4, 2017. Replies will be issued by addenda, mailed, emailed, sent via facsimile or delivered to all parties recorded by the Town as having received bid documents. Questions received after 2 pm on May 4, 2017 will not be answered. Only those interpretations provided by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
10. **COMPLIANCE WITH LAWS; LICENSE AND PERMIT REQUIREMENTS** - The submission of a bid will constitute an incontrovertible representation and warranty by the bidder that the bidder shall comply with all requirements of law, including the ordinances of Warren, Maine, in any way relating to the performance of the contract, including obtaining any and all required licenses and permits from any and all governmental agencies having any jurisdiction relating thereto, except for permits required by the Town, which will be obtained by the Town. All equipment and materials specified herein and furnished to this project shall be designed and manufactured to meet OSHA standards.
11. **GENERAL ADMINISTRATION** - The Town Manager or his designee shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Contract.
12. **CONTRACT TERM** – The contract shall cover the Town of Warren’s needs for the Winter Season of 2017-2018, and will commence on the date a purchase order is issued. **The Town may purchase additional sand according to the terms of this contract through March 31, 2018, at the same cost.**
13. **CONTRACT SUM** - The total contract price shall be based on the quoted unit price of road sand for the 2017-2018 winter season and shall include all labor, license fees, costs, equipment, guarantees, freight and freight surcharges, delivery and transportation (if applicable), and all other necessary charges or materials as described in these Contract Documents.

14. **QUANTITIES** – The quantity shown on the Official Bid Form is approximate only. The contract shall cover the actual needs of the Town throughout the term of the contract at the same cost regardless of whether they are more or less than the quantities shown.
15. **PAYMENT** – Payment will be upon submittal of an invoice to the Town of Warren on a net 30 basis unless discount terms are offered.
16. **CANCELLATION/TERMINATION** - If the Successful Bidder defaults in this agreement to provide road sand to the Town’s satisfaction, or in any other way fails to provide service in accordance with the contract terms, the Town shall promptly notify the Successful Bidder of such default and if adequate correction is not made within ten (10) days, the Town may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. If the Town terminates this contract in whole or in part because of Successful Bidder’s default as aforesaid, the Successful Bidder is liable to the Town for any excess costs of repurchasing road sand and related services.
17. **SALES TAX** - This project is exempt from State Sales and Use or Excise Taxes to the extent allowed by law.
18. **DISPUTE RESOLUTION** - In the event of a dispute between the parties, the parties agree that, prior to commencing litigation, they will participate in at least four hours of mediation and share equally in the costs. Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.
19. **NON-DISCRIMINATION AND COMPLIANCE WITH LAWS** - Successful Bidder agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, gender, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Successful Bidder shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this paragraph shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the Town, in whole or in part, and may result in ineligibility for further work for the Town.
20. **SUBLETTING OR ASSIGNING CONTRACT** - Neither the Town nor Successful Bidder shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the other.
21. **INDEPENDENT CONTRACTOR** – Throughout the performance of this Contract, Successful Bidder is acting in an independent capacity and not as an employee, officer or agent of the Town. Successful Bidder at its expense shall provide additional personnel, if

needed, to fulfill its contractual duties. Successful Bidder is solely responsible for complying with all State and federal laws including, but not limited to, workers compensation law, minimum wage law, employment security law, and drug/alcohol testing laws and regulations (including 49 CFR Part 382). Successful Bidder is also solely responsible for maintaining its vehicles and equipment in a safe and legal condition.

22. **CONTRACT MODIFICATION AND AMENDMENT:** The Town may adjust the specific terms of this contract where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor shall be in writing to the Warren Town Manager. Any agreed upon modification or amendment shall be in writing and signed by both parties.
23. **CONTRACT DOCUMENTS** – The following documents constitute the Contract Documents:
 - A. General Instructions
 - B. Official Bid Form and Agreement
 - C. Specifications
 - D. Statement of Compliance/Deviation from Specifications
24. **DOCUMENTS REQUIRED TO BE SUBMITTED WITH BID** - The following documents must be submitted with the bid in order for such bid to be considered complete. Any bid that does not include each and every of these documents shall constitute cause for rejection of the bid.
 - A. Executed Official Bid Form
 - B. Executed Statement of Compliance/Proposed Deviations from Specifications
25. **TIME OF DELIVERY** – The Town and Successful Bidder shall confer on delivery dates/pick up dates. The contact person for Warren is William Lawrence, 273-2421.

OFFICIAL BID FORM

In accordance with the Request for Proposals, Instructions and General Conditions to Bidders, Specifications and Official Bid Form, all of which we recognize as part of the **Warren Road Sand Bid 2017 - 2018**, we submit the following:

BIDDER'S STATEMENT

Statement addressing quality, experience, solvency, financial standing with the Town, history of claims with the Town, history of work quality with the Town, references, insurance bonding, compliance record, safety record, delivery date, work schedule, and past and present service of Bidder:

CONTRACT PRICE

The total contract price shall include everything required to fulfill the conditions of the contract for a guaranteed price for one year as set out in the General Instructions

Price Delivered:

	Approximate Cubic Yards		Unit Price		Total
Warren	4,000	X		=	

TOTAL CONTRACT SUM: _____

CONTRACT SUM IN WORDS:

_____ DOLLARS
(Amounts are to be both words and figures. In case of discrepancy, the written word shown shall apply)

DELIVERY

Prior to June 30, 2017, to be coordinated with the Town Public Works Department.

All sections above must be completed. All deviations from the specifications must be fully explained in writing on the Statement of Compliance/Deviations from Specifications Form and attached to the Official Bid Form, or if no deviations, you must state same.

Bidders understand that the Town reserves the right to reject any or all bids, reject any or all items, reserves the right to delete any item or parts of items, or to renegotiate any contract and to waive minor irregularities that do not compromise the actual bid.

NOTE: UPON EXECUTION BY THE TOWN, THIS OFFICIAL BID FORM, AND SUCH OTHER DOCUMENTS AS STATED IN THE INSTRUCTIONS AND GENERAL CONDITIONS TO BIDDERS, SHALL SERVE AS THE CONTRACT

Town of Warren

BIDDER INFORMATION

The undersigned declared that the signer of this proposal is:

INDIVIDUAL doing business as:

PARTNERSHIP doing business

as: _____

CORPORATION

entitled: _____

Organized under the laws of the State of _____ having its principal offices at:

Authorized Signature

Print Name and Title of Authorized Signer

Firm Name

Contact Name and Title

Street Address

E-mail Address

City, State and Zip Code

Telephone Number

Date Signed

Fax Number

ROAD SAND SPECIFICATIONS

- Sand must pass through ½” (7/16” or 10M harp screen) square mesh screen and be a coarse, sharp material, at the lower end of sieve 0-5% passing the No. 200 screen
 - The bid price for sand *delivered* by Bidder shall be firm for the contract term and include freight, freight delivery, and any other charges referenced in the Contract Documents
 - The Town shall be provided the opportunity to purchase more sand in mid-winter at the same cost and with the same arrangements.
 - During the life of the contract the Town shall have the opportunity to do a periodic Sieve Analysis of the sand.

STATEMENT OF COMPLIANCE/DEVIATIONS FROM SPECIFICATIONS

The Bidder proposes the following deviations from the Specifications and/or the Drawings, which the Bidder represents and warrants as being fully equal or superior to the requirements of the Specifications and Drawings, for the reason(s) set forth fully below (attach additional sheets if necessary):

If there are no deviations from the Specifications and/or the Drawings, please state same.

I certify that the foregoing fully and completely describes each proposed deviation, if any, and the reasons why each deviation is fully equal or superior to those in specified in the Detailed Specifications.

BIDDER: _____

By: _____

Its: _____