

INVITATION TO BID NUMBER 092009

RETURN THIS BID TO:

**Attention Keith Matherne/ITB #092009
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 4/9/09

ITB TITLE: STORM DEBRIS CLEANUP

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 APRIL 22nd, 2009 AT 11:00AM 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: FINAL DESTINATION

LATE, EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED TO KEITH MATHERNE, PURCHASING AGENT, at (207) 730 4089 or kmathern@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 Agent to receive subsequent amendments.

CONTRACT INTENT: The Town of Scarborough is seeking to enter into a contract with an experienced and qualified contractor to remove storm debris to include woody branches, limbs, trees and vegetation caused by a recent winter storm (FEMA-1815-DR-ME). The contract includes pick up and delivery to Commercial Recycling located at 2 Gibson Rd Scarborough, ME 04074. Contractor awarded Bid will be required to sign a Town contract (see Exhibit A for the Format).

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 as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent.

PAYMENT FOR TOWN PURCHASES: Refer to Section XI of the Contract Document contained in Exhibit A for Payment Terms applicable to the bid and subsequent contract.

TAX EXEMPT: The Town of Scarborough is exempt from all Federal and State Taxes.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current practices.

BID, PERFORMANCE AND PAYMENT BONDS: Bid, Performance and Payment bonds are NOT required for this contract.

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: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance and copies of the actual policies must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance and copies of the actual policies shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Contractor's insurance carrier shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury, property damage or death in the amount of \$400,000 for each occurrence

Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsive and to reject the bid.

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 services offered

meets the ITB specifications and/or scope of service 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 services 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.

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.

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.

CONTRACT PRICES: As per Federal Emergency Management Agency (FEMA) bid requirements, Time and Material contracts are prohibited. Bidders are required to provide per cubic yard costs. Contract prices are to remain fixed through the duration the contract.

ALTERATIONS: The contractor must obtain the written approval from the Director of Public Works or Purchasing Agent prior to making any alterations to the specifications contained in this ITB. The Town will not pay for alterations that are not approved in advance.

COMPLETION: Debris removal shall be completed no later than **May 22nd, 2009**.

SITE INSPECTION: Bidders are encouraged to visit the site so that they can see the conditions under which the work described in this ITB will be performed. If a bidder chooses not to visit the site, such failure will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications and/or scope of services of this ITB.

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

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.

METHOD OF AWARD: Award will be made to the bidder who is in the Town's best interests. **Lowest Responsive, Responsible Bidder** may be the most controlling force for determination of award.

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 April 20th, 2009 to the Attention of Keith Matherne, Purchasing Agent by fax (207 730-4167) or email to kmathern@ci.scarborough.me.us. The Town is not responsible for oral interpretations given by any Town employee, representative or other.

SPECIFICATIONS AND SCOPE OF WORK

- Debris Pick Up to commence April 27th, 2009 and be completed no later than May 22nd, 2009.
- Debris to include all woody branches, limbs, trees and vegetation at public right of ways; private roads will be expected to deposit debris at nearest intersecting public road to be eligible for pick up
- Contractor will be responsible for hand cleaning all areas of pickup for small debris once larger debris has been removed.
- All debris is to be delivered to Commercial Recycling located at 2 Gibson Rd Scarborough, ME 04074.
- Operations shall be from 7:00am to 4:00pm Monday-Saturday. Any scheduled hours beyond what is provided here shall be by separate agreement between the contractor and Commercial Recycling exclusive of this agreement and the Town. The Town will not be responsible for any additional compensation required to operate beyond the disposal site's normal operating hours.
- Contractors shall specify the number of dump trucks to be used in hauling operation. Detailed proposal of crew size, and apparatus to be used must be attached to the bid schedule for evaluation as outlined in the next sections.
- Contractors shall employ sufficient crews as follows:
 - Debris shall be loaded by a Pulp Handler
 - Pulp Trucks shall employ sides enabling apparatus to carry brush
 - Each pulp truck shall have a loading operator and driver

Further Bidding Instructions and requirements can be found in the following sections.

BID INSTRUCTIONS

For this Project, the Town is requesting sealed bids from contractors to perform the work described in the attached Contract (**Exhibit A**), which is incorporated by reference into this Document. Also attached, and incorporated by reference, is a two-part **Bid Cover Sheet and Bidder Information**.

Bid Instructions: The first part of the Bid Response Form is the Bid Cover Sheet, which must be included in your bid response. The Town is scheduled to meet with a FEMA advisor on April 17th to determine the best estimate for the amount of yards of debris to be picked up. Bidders, upon receipt of this Invitation, must register with the Town's Purchasing Department to receive the estimated quantity of debris (in yards) on or shortly after April 17th. If you do not register with the Town's Purchasing Department, the Town is not responsible for your company not receiving the information. To register, please contact Kim Massa, at (207)730-4083, by email at kmassa@ci.scarborough.me.us, or by fax at (207)730-4167. Reference the ITB number (092009) and title in your correspondence ("Storm Debris Cleanup").

The bidder is asked to complete the form indicating its bid price per unit based on the estimated quantity to be provided by the Town on or shortly after April 17th. The "price per unit" entries must include *all* of bidders costs, including without limitation; mobilization, gas, meals, lodging, fees, taxes, insurance, and demobilization.

The second requirement of the Bid is entitled "Bidder Information" which contains six questions to be answered as instructed, on separate sheets of paper and attached, along with the Bid Cover Sheet.

Bid Submission: All sealed bids must be received as indicated on the first page of the document.

The *bid* will consist of the attached "Bid Cover Sheet", completed and signed. Attached to the Bid Cover Sheet, will be the completed and signed Bidder Information sheet and all of its attachments with your numbered written responses and requested documents.

1. Prior to submission, the bid papers must be placed inside an envelope marked on the outside: "Attention Keith Matherne/ITB 092009", and the envelope then sealed.
2. If the sealed bid is hand delivered, it should be date stamped as indicated on the cover page of the bid.
3. If you send your sealed bid by U.S. Mail, FEDEX, UPS, or similar service, the sealed bid envelope must be placed inside the mailing envelope. The mailing address is as indicated on the cover page. The mailing envelope should be marked, "Attention Keith Matherne/ITB 092009." The bidder is solely responsible for assuring that its bid arrives at Town Hall before the specified deadline.

4. All required responses must be typed or legibly printed in ink. Erasures and cross-outs must be initialed by the person signing the Bid Cover Sheet.

BIDDER INFORMATION

On separate sheet(s) of paper, please provide the following information:

1. If the Bidder is not an individual or sole proprietor, state the type of legal entity (i.e., corporation, partnership, LLC, etc.) that it is, and whether it is organized or registered under the laws of Maine.
2. Identify (by name, title, address and telephone numbers) the Bidder's on-site supervisor(s) during the performance of the Contract, and their qualifications.
3. Identify (by name, address and telephone numbers) all subcontractors that the Bidder reasonably expects to use for the performance of the Contract, and the specific work to be done by each subcontractor.
4. State the approximate number of persons that Bidder reasonably expects to have available to perform the Contract at all times during the Contract period and their qualifications.
5. State the number and types of vehicles, and substantial items of equipment that Bidder reasonably expects to use to perform the Contract.
6. Briefly describe the Bidder's experience with the types of work to be performed under the Contract. List all counties, municipalities and other entities with which you have had a similar contract and dates of performance, and if for declared emergencies or disasters.

[Number your responses to correspond with the above numbered requests.]

I certify that responses to above numbered requests have been attached hereto, and are true and correct to the best of my knowledge.

Signature

Legal Name of Company

Date: _____

Exhibit A

AGREEMENT

I. PARTIES

This contract (hereinafter referred to as the "Agreement") is made and entered into this _____ day of _____ 2009 by and between the Town of Scarborough (hereinafter referred to as the "Town") and _____ (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the work described in section II below.

II. GENERAL SCOPE OF WORK DESCRIPTION

The work consists of providing Storm Debris Collection services for residences in Scarborough, Maine (hereinafter referred to as the "Project").

III. SPECIFIC SCOPE OF WORK

This project shall require the removal of storm debris resulting from storm damage; hauling the debris to Commercial Recycling and/or final disposal and processing sites; and all necessary management of the Project, subject to review, inspection, and monitoring by the Town or its agents and as described in the Invitation to Bid (ITB 092009) entitled Storm Debris Cleanup attached hereto.

IV. CONTRACT DOCUMENTS

The contract documents shall include:

1. The Invitation to Bid (ITB) attached hereto.
2. Contractor's response to the Invitation to Bid (ITB).
3. This Agreement.

V. PERMITS AND LAWS

Contractor shall obtain all necessary permits and shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

VI. MOBILIZATION

Personnel; Contractor's personnel must be qualified to perform the work required under the Agreement. All vehicle and equipment operators must be properly trained, licensed and authorized by law.

Equipment; Contractor shall provide and deploy all necessary equipment, trucks, and other motor vehicles to perform and complete the project. Each of contractor's trucks used to haul debris must be measured for load capacity and numbered by the County Monitors. A clearly visible sign, with 6" lettering, providing this information must be attached to both sides of the trucks.

Location of Removal Site; Disposal site shall be ***Commercial Recycling located at 2 Gibson Rd Scarborough, ME 04074***

Removal Hours; Shall be on Monday thru Saturday between the hours of 7:00am and 4:00pm. Any scheduled hours beyond what is provided here shall be by separate agreement between the contractor and Commercial Recycling exclusive of this agreement and the Town. The Town will not be responsible for any additional compensation required to operate beyond the disposal site's normal operating hours.

VII. INSPECTION AND MONITORING OF WORK

The Town shall inspect and monitor all work as well as issue Load Tickets to drivers at the load sites, and to receive them at the storage or disposal sites.

VIII. SAFETY

Contractor shall maintain the usual safety programs at all times. Any damage resulting from the work performed under this Agreement shall be repaired to the reasonable satisfaction of the owner of the damaged property.

IX. TERM

Debris Removal shall commence on April 27, 2009 and end no later than May 22, 2009.

X. ADDITIONAL WORK

Any alteration or deviation from the services referred to in sections II and III of this Agreement shall require a written document signed by Contractor and the Town, and payment therefor shall be upon satisfactory completion of the additional work.

XI. PAYMENT SCHEDULE AND PAYMENT TERMS

Lump Sum: The contract lump sum amount shall be based on the total debris removed in yards to the dump site subject to the Town's inspection and monitoring and the bidder's per yard unit cost of \$_____; in total payable upon approval and satisfactory completion of the work by the Town.

XII. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and an opportunity to cure. The Town may terminate this Agreement for convenience at any point by giving Contractor written notice and equitably compensating Contractor for the work performed to the date of termination.

XIII. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement that cannot be resolved between the parties shall be submitted to the Superior Court for Cumberland County.

XIV. SUBCONTRACTORS

Contractor shall be fully responsible to the Town for the acts and omissions of Contractor's subcontractors and of persons either directly or indirectly employed by subcontractors, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. Contractor shall inform subcontractors that the Town will notify subcontractors that they may not make claims or file liens against it's the Town's properties.

XV. INSURANCE

Contractor shall purchase and maintain workers' compensation insurance and general public liability and property damage insurance, including vehicle coverage, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy. Contractor shall provide the Town not only certificates of insurance, but also copies of the actual insurance policies for review and approval before the commencement of work.

XVI. INDEMNIFICATION

Contractor will indemnify and hold harmless the Town and its agents and employees, in their public and individual capacities, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work.

XVII. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

WITNESS

By: _____
Its: _____

WITNESS

TOWN OF SCARBOROUGH

By: _____
Its: _____

