



INSTRUCTIONS TO BIDDERS:

Bids shall be received by the City of Sanford, Maine at the place and until the time specified in the

"Invitation for Bids" for: **EMERY MILLS DAM – PHASE 1 REPAIRS AND ACCESS ROAD CONSTRUCTION** then publicly read aloud for the information of bidders and other interested parties who may be present either in person or by representative.

1. PREPARATION OF BIDS

- a. Bids shall be submitted in duplicate. Bid forms furnished by the City of Sanford or copies thereof shall be used, and strict compliance with the requirements of the Invitation to Bid, these instructions, and the instructions printed on the forms is necessary. Any bidder not utilizing the Bid Proposal Exhibits attached hereto shall be considered non-responsive to the Invitation to Bid.
- b. Each bid must give the full business address of the bidder and be signed by an authorized representative or partnership name by one of the members of the partnership or by any authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter and such bid must be accompanied by a satisfactory Certificate of Corporate Resolution, properly executed, clearly stating that such person is authorized to so bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to their signature the word "President," "Secretary," "Agent," or other title without disclosing their principal, may be held to be the bid of the individual signing.
- c. Erasure or other changes in the bids must be explained or noted over the signature of the bidder.
- d. Anyone submitting a bid shall agree to pass along to the City of Sanford any discounts, rebates or subsidies available as a result of abnormal or seasonal market conditions.

2. ALTERNATIVE BIDS

Alternative bids will not be considered unless explicitly called for in the Invitation to Bid.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing, addressed, and forwarded to ajhammerle@sanfordmaine.org, or Alex Hammerle, Director of Facilities, City of Sanford, 919 Main Street, Sanford, Maine 04073. Questions are due by June



19, 2019. Every interpretation made to a bidder will be issued in the form of an addendum publicly posted on sanfordmaine.org under Businesses: Bids: Open Bids: and the Contract Name. All such addenda shall become part of the contract documents.

4. CONDITIONS OF WORK

Each bidder must visit the sites of work and inform themselves of the conditions relating to the area in which the work shall be performed. Failure to do so will not relieve a successful bidder of their obligations to furnish all equipment, material, and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in this Invitation to Bid. The City of Sanford disclaims any and all responsibility for injury to bidders, their agents, or others while examining the work site or at any other time.

5. EXAMINATION OF SPECIFICATIONS AND SCHEDULE

Each bidder or his authorized agent is expected to examine the specifications, contract documents and all other instructions pertaining to the work, which will be open to his inspection. Failure to do so will be at the bidders own risk, and he cannot secure relief on the plea of error in the bid. At its sole discretion, the City of Sanford may accept or reject bids that do not comply with the specifications, contract documents and all other instructions pertaining to the work.

6. PERSONS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one person by or in the name of his clerk, partner, or other person, all such bids shall be rejected.

7. QUALIFICATIONS OF BIDDER

Each bidder must furnish a statement of bidders experience and their organization's experience with regard to the work specified as noted in the Bid Exhibits. The statement shall be submitted with the bid. The bidder must also submit documentation that they are certified in Erosion Control by the MDEP and are approved to work in the Shoreland Zone. The City of Sanford shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City of Sanford all such information and data for this purpose as the City of Sanford may request.

The right is reserved by the City of Sanford to reject any bid at its sole discretion.

8. SUBMISSION OF BID

Each bid shall be placed in a separate envelope clearly marked on the outside:



BID FOR: EMERY MILLS DAM – PHASE 1 REPAIRS AND ACCESS ROAD

CONSTRUCTION and this envelope shall be placed in a second envelope for mailing purpose if necessary.

9. TIME OF OPENING OF BIDS

Bids received prior to the time of opening will be kept unopened in a secure place. The officer whose duty it is to open them will decide when the specified time has arrived at their sole discretion, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Electronically submitted bids (email or fax) will not be considered.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bids confers no right for the withdrawal of the bid after it has been opened. No bids may be withdrawn within a period of thirty (30) days after the opening of bids.

11. FORM OF AGREEMENT

The successful bidder shall be required to sign a standard City of Sanford Service Agreement, a copy of which is attached hereto in the Bid Exhibits.

12. FINANCIAL REQUIREMENTS OF THE CONTRACTOR

All insurances as noted in the standard City of Sanford Service Agreement, a copy of which is attached hereto in the Bid Exhibits.

13. AWARD OF CONTRACT

The Sanford City Council reserves the right to reject any or all bids, to waive any or all formalities in the bidding, to evaluate bids, and otherwise to act as it deems to be in the best interests of the City of Sanford. The decision of the Sanford City Council in awarding a bid shall be in accordance with the City of Sanford's Purchasing Policy.

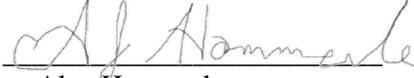


14. TAXATION AND COMPLIANCE

The City of Sanford is a municipal corporation organized under the laws of the State of Maine and so its purchase of goods is exempt from State, Federal, local sales, and use taxes. The successful bidder agrees to comply with all applicable Federal, State, and local statutes, laws, codes, rules, regulations, ordinances, and orders in the performance of the contract.

DATE: June 1, 2019

City of Sanford

By: 
Alex Hammerle
Director of Facilities