

# Town of Wiscasset, Maine

## ***NOTICE INVITING BIDS***

The Town of Wiscasset is seeking bids on furnishing the materials and perform the labor necessary for the completion of removing the existing shingles, disposing of all debris and installing new shingles drip edges and other underlayment or product similar to "Ice and Water Shield. Sealed bids will be received until **4:00 p.m., July 1, 2019** at the Town office, 51 Bath Road, Wiscasset, Maine. Bids must be marked "**Wastewater Treatment Maintenance Garage Roofing Replacement.**" Bids will be opened **Tuesday, July 2, 2019 at 6 p.m. during the** Selectmen's meeting in the Town Hall Meeting Room and publicly read at that time.

The Town reserves the right to accept or reject any or all bids, to determine which bids are conforming, and to waive minor defects and irregularities.

## **Town of Wiscasset**

51 Bath Road  
Wiscasset, ME 04578

### **GENERAL SPECIFICATIONS FOR MAINTENANCE GARAGE ROOFING REPLACEMENT**

It is the intent of this invitation for bid to solicit bids for removing and replacing the Maintenance Garage Roofing as described in the following specifications. Bidders are requested to read the complete bid invitation carefully and submit their proposals in strict accordance with the following requirements.

Any questions regarding this bid invitation must be submitted in writing to Town Manager, [manager@wiscasset.org](mailto:manager@wiscasset.org) or by fax 207-882-8228, and be received by the Town of Wiscasset a minimum of two business days prior to the bid opening date. All bids are to be submitted on the attached proposal form furnished with this bid invitation.

The Town is exempt from State retail tax and Federal excise tax. The prices bid must be net, exclusive of taxes.

All bids must be sealed in a package (or envelope), the cover of which identifies the information that it contains, a bid proposal for "**Maintenance Garage Roofing Replacemnt**", the vendor's name and address, and the due date for the bid proposal.

All bids are to be addressed to:

**John O'Connell, Town Manager**  
**Town of Wiscasset**  
**51 Bath Road**  
**Wiscasset, Maine 04578**

## GENERAL SPECIFICATIONS

**ANTI-COLLUSION STATEMENT:** By signing this bid the bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and that this bid is in all respects fair and without collusion or fraud. The bidder also agrees that this bid is made without any intentional fraudulent acts committed in an effort to be the successful low bidder.

**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.

**BRAND AND MODEL OFFERED:** Specifications may contain certain brand names that may or may not be proprietary. Bidders are encouraged to propose their company's approved alternate to such items and list them accordingly. The Town will **not** disqualify a bid if it offers items not specific but meet minimum requirements to the Town's Bid Specifications.

**ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in 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 Town that the product offered meets the bid specifications. 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.

**NEW EQUIPMENT:** Equipment offered in response to this notice of bid must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display or demonstration, prior to its sale to the Town. The Town will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the Town complies with this requirement. A contractor's failure to comply with this requirement will cause the Town to seek remedies under breach of contract.

**ALTERATIONS:** The awarded bidder must obtain the written approval from the Town prior to making any alterations to the agreed upon specifications (post-award) contained in this notice of bid or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

**DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Town makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this bid form the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The Town will reject any item that does not meet the agreed upon specifications of the Notice of Bid. Rejected items will be returned to the contractor at the contractor's risk and expense.

**METHOD OF AWARD:** The Town of Wiscasset reserves the right to accept or reject any or all bids should it be deemed in the best interest of the Town, waive any minor discrepancies or technicalities, and the right to inspect the equipment prior to delivery.

**EVALUATION CRITERIA:** The Town intends to evaluate each bid based on the following specifications. The bid which meets these specifications best will be the lowest, most responsive, responsible bid. Alternate proposals to the specifications listed below should be noted so that the Town may make a fair assessment of the bid. **ALTERNATE SPECIFICATIONS WHICH ARE *CLEARLY STATED* WILL NOT DISQUALIFY A BIDDER.**

**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. Questions concerning payment must be addressed to the Town of Wiscasset'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.

**The Town of Wiscasset reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.**

**Town of Wiscasset**

51 Bath Road

Wiscasset, Maine 04578

**BIDDERS PROPOSAL FORM**

The bidder hereby proposes to remove the existing roofing shingles and replace with new, dispose of any debris, and provide any underlayment or material such as "Ice and Water Shield" to the Town of Wiscasset, subject to acceptance of this proposal, as per the attached specifications.

**Option 1.**

\$\_\_\_\_\_.

The Town reserves the right to accept or reject any or all bids, to determine which bids are conforming, and to waive minor defects and irregularities. All bids shall be in a sealed envelope marked "**Maintenance Garage Roofing Replacement**" and addressed to John O'Connell, Town Manager, Town of Wiscasset, 51 Bath Road, Wiscasset, Maine 04578

NAME OF FIRM \_\_\_\_\_

**BID OPENING:** July 2, 2019

SIGNATURE \_\_\_\_\_

**TIME:** 6 p.m.

**PLACE:** Meeting Room, Town Hall

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

# TOWN OF WISCASSET

51 Bath Road

Wiscasset, ME 04578

## Wiscasset Wastewater Maintenance Garage Roofing Replacement SPECIFICATIONS

### 1.0 INTENT AND CONDITIONS

**Option 1.** The intent of this specification is to remove, replace, dispose of material, and provide any other material deemed necessary for a “professional job” as specified for the Maintenance Garage Roofing Replacement.

### 1.2 LENGTH OF TIME FOR PERFORMING WORK

Bidder shall state length of time in calendar days required perform work. The project must be completed within 90 days from award date.

**Length of time:** \_\_\_\_\_

### 1.3 WARRANTY

**1.31** Bidder shall state length of warranty to be provided on workmanship.

**Length of warranty:** \_\_\_\_\_

**1.32** Bidder shall include written documentation regarding all warranties with bid:

Comply \_\_\_\_ Deviate \_\_\_\_