



**FINANCE DEPARTMENT**

GREGORY N. L'HEUREUX  
Finance Director

COLLEEN C. SELBERG  
Purchasing Agent

**INVITATION TO BID**

**STREET SWEEPING SERVICES**

**Bid #32-20**

Sealed bids for Street Sweeping Services for the City of South Portland, Maine, as specified below, in the Specifications and Proposal, will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine until 2:00 P.M., **Thursday, March 12, 2020**, at which time they will be publicly opened and read aloud. Proposals received after the above stated day and time will not be considered.

Bids shall be submitted on the attached form in sealed envelopes, plainly marked "Bid #32-20 Street Sweeping Services" and shall be addressed to the purchasing agent at the above address.

Each bid must be accompanied by a deposit of \$1,000.00. This may be a properly certified check, bank treasurer's check, bank money order, cash, or a bid bond. Checks and money orders shall be made payable to the City of South Portland. Such deposits will be returned to bidders within a reasonable time after signing of the contract.

Each bid must also be accompanied by an insurance certificate for public liability, property damage and worker's compensation. If the successful bidder fails to sign and return the contract, within 14 days after notification by the City that it is ready for signature, his/her bid will lapse at the election of the City and his bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw his/her bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages. The successful bidder will be required to sign a standard City contract.

If your business is a foreign corporation, limited liability company, limited partnership and or limited liability partnership, you must include with your bid, proof from the Maine Secretary of State's office that you are qualified to do business in the State of Maine.

This contract will be awarded for a three (3) year period. The City reserves the right to extend the contract as it expires for a year at a time, up to and including a total of five years, if mutually agreeable.

It is the custom of the City of South Portland to pay its bills within 20 to 30 days following completion of work and receipt of bills for all work covered by the contract. In submitting bids under attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes.

The City of South Portland reserves the right to waive all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing ordinance.

Questions regarding this bid should be directed to Doug Howard, Director of Public Works at 767-7635.

Colleen C. Selberg  
Purchasing Agent

## **CITY OF SOUTH PORTLAND**

### **GENERAL SPECIFICATIONS**

The City of South Portland, Maine (herein called the "City"), invites bids on the attached forms which must be appropriately filled in.

The City may consider informal, any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject, any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

#### **PREPARATION OF PROPOSAL**

Proposals must be submitted on the actual form of bid furnished herewith and all information must be filled in before bid can be considered for award. All blank spaces for bid prices must be filled in, in ink, in figures, with the unit price for the item or the lump sum for which the proposal is made.

Proposals shall contain no recapitulation of the work to be done. Each bidder is required to state in his proposal his name and place of residence; the names of all persons interested with him; also that it is made without any connection with any other person making any proposal for the above work.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is being submitted. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the proposal form and preferably by "registered mail".

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract documents including all addenda. The failure or omission of any bidder to examine the site or to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

The Contractor shall make his proposal from his own examinations and estimates, and shall not hold the City, its agents, employees or independent engineer or his agents, hired by the City, responsible for or bound by any schedule. If any error in any plan, drawing, specification or direction, relating to anything to be done under this contract, comes to his knowledge, he should report it at once to the City.

If your business is a foreign corporation, limited liability company, limited partnership and or limited liability partnership, you must include with your bid, proof from the Maine Secretary of State's office that you are qualified to do business in the State of Maine.

Any item of material, equipment or labor not mentioned in these specifications, but which is required to complete specified project, must be included in the bid by the bidder.

#### **QUALIFICATION OF BIDDERS**

The City may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The City may require pre-qualification data from bidders unknown to it.

#### **BID SECURITY**

Each bid must be accompanied by a deposit of \$1,000.00. This may be a properly certified check, bank treasurer's check, bank money order, cash, or a bid bond. Checks and money orders shall be made payable

to the City of South Portland. Such deposits will be returned to bidders within a reasonable time after signing of the contract.

Each bid must also be accompanied by an insurance certificate for public liability, property damage and worker's compensation. If the successful bidder fails to sign and return the contract, within 14 days after notification by the City that it is ready for signature, his/her bid will lapse at the election of the City and his bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw his/her bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages.

#### **DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

If the successful bidder fails to sign and return the contract with the required certificate of insurance, within 14 days after notification by the City that it is ready for signature, his bid will lapse at the election of the City and his bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw his bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages.

#### **ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent, City of South Portland, P.O. Box 9422, South Portland, ME 04106, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders, at the respective addresses furnished for such purposes, not later than one (1) day prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

#### **AWARD OR REJECTION OF BIDS**

The contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is to the interest of the City to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received, and to accept any bid whenever such rejection, waiver or acceptance is in the interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the contract. To better ensure fair competition, and to permit a determination of the lowest bidder, bids obviously unbalanced may be rejected by the City at its discretion.

#### **AGREEMENT/CONTRACT**

The successful bidder will be required to sign a standard City contract. See attached Agreement.

#### **TIME OF COMPLETION**

Since prompt starting and completion times are desired, they may be considered a factor in determining the award of this bid. Bidders will state in the proposal the number of working days to elapse after signing of contract after which they will start the work, and the number of working days after which they will complete the work according to the specifications.

The contractor shall prosecute the work continuously until completion.

#### **INSURANCE**

The successful bidder shall agree to save the City harmless from all losses, costs or damages caused by his acts or those of his agents and will provide a certificate of insurance for Public Liability and Automobile Liability coverage in the amount of not less than \$1,000,000.00 combined single limit for personal or bodily injury, death and property damage, protecting the contractor and the City from all such claims, and Worker's Compensation Insurance. The City disclaims any and all responsibility for injury to contractors, their agents or others while examining the job site or at any other time. See Section 8 of attached Agreement.

#### **EXEMPTION FROM SALES TAX**

Materials and equipment purchased for permanent installation in this project will be exempt from the State sales tax. Each bidder shall take this exemption into account in calculating his bid price for the work.

#### **PERMITS AND LICENSES**

All permits and licenses necessary for the prosecution of the work shall be secured and paid by the bidder.

#### **MATERIALS AND APPLIANCES**

The successful bidder shall furnish all labor, materials, and equipment necessary to do this work as specified in a workmanlike and orderly manner and all work shall be performed in accordance with the best trade practice.

#### **GUARANTEE OF LABOR, MATERIALS AND EQUIPMENT**

Bidder must guarantee to replace or repair at no cost or expense to the City, all work, materials and fixtures that prove to be defective at anytime during the period of one year from the date of completion of work under this bid.

#### **PROTECTION AND RESTORATION OF PROPERTY**

All waste material shall be removed from the site and area left clean upon completion of work. Any equipment or building structure damaged by successful bidder shall be repaired or replaced to the satisfaction of the owner.

#### **STATUTORY REQUIREMENTS IN GENERAL**

All work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act Requirements of all existing and future State and Federal laws.

# CITY OF SOUTH PORTLAND, MAINE

## WORK SPECIFICATIONS

**SCOPE OF WORK:** This bid is for Street Sweeping Services.

**EQUIPMENT:** The City is requesting a minimum two street sweepers with operators for forty (40) hour week for approximately a three week period. Bidders must list equipment available.

All equipment must be in serviceable condition and shall meet all Federal, State and local laws, regulations and code of ordinances.

**TIME AND CONDITIONS:** This contract shall be for the period of time necessary to complete sweeping of all city streets indicated by the Public Works Department based on available funding. The City reserves the right to extend the contract as it expires for a year at a time, up to a total of three (3) years, if mutually agreeable.

Since prompt starting and completion times are desired, they may be considered a factor in determining the award of this bid. Bidders will state in the proposal the number of working days to elapse after signing of contract after which they will start the work, and the number of working days after which they will complete the work according to the specifications.

The contractor shall prosecute the work continuously until completion.

**BREAKDOWN OF EQUIPMENT:** In the event of breakdown of contractor's equipment, contractor will be required to obtain substitute equipment, on a subcontracted basis, at no additional cost to the City.

**PENALTY:** Should the contractor fail to provide sweeping services, in accordance with this contract, the City may hire other contracted equipment to complete this work, and the City shall have the right to charge the contractor for any difference in contracted rate, required for such work completed. If the City is required to invoke this clause of the contract, then the contractor shall have no claim to lost revenue or lost work. If the City requires the services of additional sweeper rentals than can be reasonably provided by the contractor, then the City shall have the right to hire from other firms. If the contractor has provided at least the minimum number, then the contractor shall not be held responsible for any rate difference incurred by the City, when hiring additional outside equipment.

**INSURANCE:** A liability insurance policy protecting the City of South Portland against claim for damages because of bodily injury, including death and property damage which may arise as a result of and/or during operations by the subcontractor, or any subcontractor either directly or indirectly employed by the contractor, shall be carried by the successful bidder. The City disclaims responsibilities for damages of all kinds.

The contractor shall at all times have insurance in effect as outlined in the Standard City Contract. These insurance limits are summarized as follows:

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000



**CITY OF SOUTH PORTLAND, MAINE**

**PROPOSAL**  
**STREET SWEEPING SERVICES**

The UNDERSIGNED hereby proposes to furnish Street Sweeping Services, including all labor, materials and equipment necessary to complete the work in a manner satisfactory to the City, in accordance with the attached Invitation to Bid, General Specifications and Work Specifications at the following prices:

**Cost per Sweeper including Operator**

	Spring Season of 2020	Spring Season 2021	Spring Season 2022
<b>Per 8 hour day</b>	\$ _____	\$ _____	\$ _____
<b>Per 40 hour week</b>	\$ _____	\$ _____	\$ _____
<b>Per Month</b>	\$ _____	\$ _____	\$ _____

Bidder: \_\_\_\_\_  
(Corporation, Firm or Company)

By: \_\_\_\_\_  
(Officer, Authorized Individual or Owner)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Zip Code \_\_\_\_\_ DATE: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

CITY OF SOUTH PORTLAND  
AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_, 2020, by and between the CITY OF SOUTH PORTLAND, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "CITY"), and \_\_\_\_\_ of \_\_\_\_\_ EIN# \_\_\_\_\_ (hereinafter "CONTRACTOR"),  
WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

**SPECIFICATIONS:**

The CONTRACTOR shall furnish all of the equipment described in the specifications entitled: **Bid #30-20 Street Sweeping Services** and contractor's proposal dated, \_\_\_\_\_, which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement and the Specifications, in return for payment, as provided herein.

**CONTRACT PRICE:**

The CITY shall pay the CONTRACTOR for the performance of the Agreement the sums as listed on Contractor's proposal dated \_\_\_\_\_.

**GUARANTEE:**

The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of performance of the work.

**PERMITS AND LICENSES:**

Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

**CITY'S RIGHT TO TERMINATE CONTRACT:**

If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and



after giving the CONTRACTOR, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished to the extent of the CONTRACTOR'S obligations under the contract. The additional insureds shall fully cooperate with the CONTRACTOR, its representatives and insurers on any claim. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

**CONTRACTOR'S LIABILITY INSURANCE:**

The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved.

- (b) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

- (c) **Business Automobile Liability**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

- (d) **Workers' Compensation Insurance**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A: Statutory  
Coverage B: \$100,000/\$500,000/\$100,000

**(e) Professional Liability**

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific. It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

(f) The Certificate of Insurance and the policies of insurance shall include a sixty- (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

(g) It is recommended that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

(h) The CONTRACTOR and the CONTRACTOR'S surety (collectively, the "Indemnitors") shall indemnify and save harmless the CITY, its officers and employees (collectively, the "Indemnitees"), from and against all suits, actions, claims, demands, costs and expenses (including attorney's fees) arising out of or in connection with this Agreement or the activities, equipment, materials or operations of the said CONTRACTOR, its employees, officers, directors, agents, subcontractors or suppliers, for bodily injury, sickness, disease or death, for infringement of any patent, trademark, or copyright or for labor, services or materials performed or supplied for or on behalf of CONTRACTOR, including without limitation, labor, materials or supplies which may give rise to any statutory lien against the CITY's property (any of the foregoing shall hereinafter be referred to as a "Claim") whether or not such Claim is attributable to negligence of any Indemnitee. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by CONTRACTOR, or any party working by, through or under CONTRACTOR, under any Workman's Compensation Act or disability or other employee benefit acts. This indemnification obligation shall include Indemnitees' costs and expenses (including attorneys' fees) in enforcing this indemnification obligation. Sums otherwise due to CONTRACTOR may be withheld due to any such Claim, pending satisfaction of the indemnity obligation hereunder and delivery of suitable evidence to that effect to the CITY.

**(i) Waiver of Subrogation**

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

**LIENS:**

Neither the final payment nor any part of any retained percentage shall become due until the CONTRACTOR, if requested, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any subCONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payment are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**ASSIGNMENT:**

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

**SUBCONTRACTS:**

The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its subCONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

**USE OF PREMISES:**

The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not encumber the CITY'S premises with its equipment or materials.

**CLEANING UP:**

The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

**PAYMENTS:**

The CITY shall make payments on account of the Agreement as follows:

Within 20 to 30 days as invoices are submitted for work completed to the satisfaction of the CITY.

**OTHER:**

All terms and conditions of the Bid Invitation, Specifications and Proposal are hereby incorporated by reference as if more fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SOUTH PORTLAND, MAINE

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Scott T. Morelli  
City Manager

CONTRACTOR

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_