

**Invitation to Bid on
CULVERTS AND ASSOCIATED ITEMS
For the Contract Period 6/28/18 through 6/27/19**

The Greater Portland Council of Governments (GPCOG), acting on behalf of various municipalities, school departments, nonprofit agencies, and other entities located in Southern Maine as approved by GPCOG, is seeking bid proposals from qualified suppliers to provide the sale and delivery of culverts and associated items.

This bid proposal package consists of the following sections:

- General Terms and Conditions (p. 3)
- Bid Specifications (p. 4)
- Assurances (p. 7)
- Reporting Form (p. 8)
- Estimated Needs and Bid Forms (p. 9)

Please note that vendors will be charged a fee of 1% of the total sales for all GPCOG bids. Vendor fees will be invoiced and collected by GPCOG.

All bids shall be submitted on the Proposal Forms included with this bid document.

Bids can be mailed or hand delivered in a sealed envelope marked “**Culvert Pipe Bid**” to the GPCOG office. (Bids will NOT be accepted via fax.)

Bids can also be emailed to jduncan@gpcog.org with either a request to confirm receipt via email or a “read receipt” attached to the email submission.

**GPCOG
Attn: Cooperative Purchasing
970 Baxter Blvd.
Portland, Maine 04103**

**Bids will be opened at
11:00 am
Wednesday, June 13, 2018**

ATTENTION BIDDERS:

**PLEASE READ ALL SPECIFICATIONS AND REQUIREMENTS
OF THIS BID CAREFULLY AS CHANGES, ADDITIONS OR
DELETIONS TO THIS BID MAY HAVE BEEN MADE.**

**GPCOG ASSUMES NO RESPONSIBILITY FOR BIDDERS'
MISUNDERSTANDING OF THE REQUIREMENTS OF
THIS BID.**

GPCOG Cooperative Purchasing

2018 GENERAL TERMS AND CONDITIONS

The Greater Portland Council of Governments (GPCOG) is a regional service and planning agency located in Cumberland County, Maine that is acting in a limited manner on behalf of Participants in this bid. Representations made in this invitation are based on information from the Participants. GPCOG will have full authority from the Participants to supervise the performance of vendors under this bid.

1. SUBMISSION OF BIDS

Bids must be submitted on the forms included with this bid package. Bidders should understand that the submission of a bid represents an offer that may be accepted in part or in whole by the Participants. The acceptance of a bid either in part or in whole constitutes the formation of a Contract.

A bid may not be withdrawn after the date and time of bid opening and no bids will be accepted after the deadline.

Bids will be accepted in the following ways:

1. Bids may be mailed or hand delivered in a sealed envelope to the GPCOG office. (Bids will NOT be accepted via fax.)
2. Bids may be emailed to jduncan@gpcog.org with either a request to confirm receipt via email or a “read receipt” attached to the email submission.

2. NEEDS OF PARTICIPANTS

The estimated needs of the Participants are provided for bidders’ use in estimating the amount of work to be done under this contract. These needs reports also include the contact information for each municipality. Under no circumstances should bidders assume that these estimates represent the exact amount of work to be done. Bidders requiring more information than what is provided should contact the individual towns or agencies for clarification of scope of work, and no consideration will be granted for any alleged misunderstanding of the product or service to be sold and/or delivered.

3. PRICES

GPCOG is seeking offers as a cooperative bid to obtain the most favorable prices for the Participants. Contractors shall include in their offers any and all discounts, trade or otherwise.

The Participants are exempt from the payment of Federal and State sales taxes and prices shall be exclusive of any such taxes. All prices are to be net, with all discounts including but not limited to discounts for trade and time, reflected in the offered price. **All prices are to include the cost of delivery and other associated charges.** All prices shall be firm until the end of the contract period.

4. PARTICIPANTS

The list of municipalities and agencies submitting estimated needs presented in a bid package is provided to give bidders an indication of those interested in purchasing through this bid. No guarantees are made, however, that all of the Participants listed will participate. In addition, other entities not listed in this bid but who may wish to take advantage of the prices offered through this bid may do so without penalty or prejudice, subject to the approval of GPCOG.

5. INSURANCE

Contractors shall be required to have during the full term of this contract adequate insurance to ensure that Participants are protected from any and all liability and damage, whether willful or not, resulting from negligence, error or omission on the part of Contractor or any subcontractor engaged by Contractor. Such coverage may include, but shall not be limited to, Workers Compensation, Employer Liability, Product Liability, Comprehensive and Property Damage.

6. BID AWARDS

Bid awards are made on the basis of a combination of considerations—price, service, vendor reputation, prior performance, if applicable, and ability to meet the terms of this Contract. Bidders should understand that although price is an important consideration, it is not the sole determining factor in making any GPCOG bid award.

GPCOG reserves the right to accept or reject any or all offers, cancel the request for offers and to submit another request for offers, whichever is in its best interests.

7. SUBLETTING

Contractors shall not assign, transfer, convey, sublet or otherwise dispose of its Contract or its right, title, or interest therein to any other person, firm or corporation without prior consent of the Participants. In no case shall any such consent relieve the Contractor from its obligations or change any of the terms of the Contract.

8. REPORTING

The Contractor *must* provide a report to GPCOG by July 27, 2019 that includes **an itemized account of work performed in each community, the unit price for each item, and the total sale made to each Participant in the bid.**

Reports are to be submitted to:

John Duncan, Director
GPCOG Cooperative Purchasing
970 Baxter Blvd.
Portland, ME 04103
jduncan@gpcog.org

Contractors may send a copy of each invoice sent to each Participant in this bid to GPCOG in lieu of these required sales reports, **as long as the invoice includes an itemized account of**

work performed in each community, the unit price for each item, and the total sale made to each Participant in the bid.

If this information is not received by July 27, 2019, GPCOG reserves the right to restrict the Contractor from participating in any future bids.

9. BID PERFORMANCE

The Contractor agrees to bear all costs incurred by the GPCOG or the Participants arising from the failure of the Contractor through omission or commission to comply with all Federal, State, and local statutes, regulations, ordinances or rules. The Contractor further agrees to hold GPCOG and the Participants harmless and to indemnify GPCOG and the Participants for these costs as well as all costs of collection, including but not limited to reasonable attorneys' fees.

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of this Contract, the Participants may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. The Participants shall pay the Contractor fair equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Participants may collect damages, including costs of collection and reasonable attorney fees.

It is expected that once a bid award or awards are made and Participants have been notified of such award(s), the primary relationship in this bid shall be between awarded bidder(s) and Participants. GPCOG shall retain a secondary relationship with respect to problems arising out of the primary relationship.

Except as may be provided elsewhere in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by GPCOG, who shall mail or otherwise furnish its decision to the Contractor. The decision of GPCOG shall be final.

10. VENDOR BID FEES

Each vendor will be charged 1% of the total sale for each transaction in each bid. Vendor fees will be invoiced and collected by GPCOG.

11. EQUAL OPPORTUNITY

The Greater Portland Council of Governments and the Participants named in this bid are equal opportunity employers and shall not discriminate against an applicant as to race, creed, age, sex, sexual preference, disability, national origin, religion, veteran status, political affiliation or any other basis prohibited by law. Vendors and contractors or their agents doing business with GPCOG and its members shall not violate the above clause or the Civil Rights Act of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract.

Many of the Participants in the GPCOG Cooperative Purchasing Program have adopted Minority Business Enterprise DBE/WBE Programs. These programs either mandate minimum DBE/WBE participation in individual procurements or have established DBE/WBE participation goals for the purchasing departments. It is incumbent upon all participating jurisdictions to be aware of a lead jurisdiction's DBE/WBE program (if any) and to include their own program (if any) in a cooperative purchase as required by their own purchasing policies and procedures.

11. ADDITIONAL INFORMATION

Bidders needing more information than is found in these specifications should contact GPCOG:

John Duncan
Cooperative Purchasing Director
207-774-9891 Extension 205 or jduncan@gpcog.org

CULVERT BID SPECIFICATIONS

SCOPE OF WORK

The Contract formed shall be in effect from June 28, 2018 through June 27, 2019.

Delivery shall be to the location specified by the individual Participants who ordered the product to the location so specified by them. If requested by the Participant, delivery of each product for the first time shall include a copy of all the manufacturers' warranties and manufacturer's specifications. All product sold or delivered by the Contractor shall comply with all Federal, State, and local statutes, regulations, ordinances, or rules.

Bidders shall provide complete price lists for all types of pipe required. This information shall include the cost per foot for different gauges, diameters, and perforated and non-perforated pipe.

Participants may require an unspecified quantity of pipe arch culverts. Bidders shall include the costs per lineal foot for these items.

BID PRICES

Prices shall be net per foot and/or each item, including transportation for delivered materials. Culvert coupling bands of 12" will be paid for at the rate of 1.25 linear feet of pipe up to 36" diameter and 1.50 linear feet of pipe for larger sizes. Bands will be paid for at non-perforated pipe prices and shall include the necessary bolts and nuts. Prices for optional coupling bands and other items may be included in Contractor's bid. All available discounts trade or otherwise, are to be extended.

BID PRICES MUST REMAIN FIRM UNTIL SEPTEMBER 1, 2018. After that date, price adjustments will be permitted to reflect any manufacturer increases or decreases under the following conditions:

- a. That the Cooperative Purchasing Division of the Greater Portland Council of Governments be notified of any price adjustments within three (3) working days of such adjustment.**
- b. A copy of a manufacturer's price increase notification to Contractor, which includes the effective date of increase, must be furnished to GPCOG with the notification outlined in a. above.**
- c. Any price decreases received during the period of this bid must be extended to Participants.**

PRODUCT QUALITY

In addition to and not in lieu of the warranty provisions of this contract, all product supplied shall be of high quality and uniform size. Coupling bands in each size range shall be of consistent size. Participants reserve the right to inspect and reject any product that is not consistent or uniform in size or is not of a high-quality standard. No conduct on the part of the Participants in this bid or GPCOG shall constitute a waiver or forfeiture of this right. The determination of "consistent," "uniform," or "high quality" rests in the sole discretion of the Participants or GPCOG.

All aluminum coated CMP pipe bid shall be Aluminized Type II, not Type I, in accordance with AASHTO Spec #M-274. Awarded bidder for this pipe will be asked to certify the availability of Type II. All HDPE pipe shall conform to the State of Maine's bid specifications.

ONE DELIVERY PRICING

Depending on price, one or more of the municipalities may wish to take most or their entire culvert pipe and associated piping in one delivery. Contractor's bid shall include the price for one delivery.

SUPPLY OF PRODUCT

The Contractor shall maintain an adequate supply of product and shall deliver products ordered by a Participant within seven (7) days of receipt of an order.

PLEASE RETURN THE FOLLOWING PAGES:

- 1. ASSURANCES (1 page)**
- 2. REPORTING CONTACT (1 page)**
- 3. BID FORM (7 pages)**

CULVERT PIPE BID

For the Contract Period 6/28/18 through 6/27/19

ASSURANCES

The undersigned agrees to:

1. Furnish the participants in this bid with products and services in accordance with the bid requirements and specifications contained herein and in quantities required by them and at prices bid from June 28, 2018 through June 27, 2019.
2. To comply with the reporting requirements contained in this bid.

All prices quoted in the Proposal Form shall be firm for the term of the contract except as otherwise may be provided in the bid requirements.

Date: _____

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

Printed Name and Title: _____

Signature: _____

(Owner or authorized representative of owner)

CULVERT PIPE BID
For the Contract Period from
6/28/18 through 6/27/19

REPORTING CONTACT

Periodic reporting of products or services sold is a requirement of this and all bids administered by GPCOG. The Contractor must provide to GPCOG the actual amount of work performed in each municipality upon request.

Please provide contact information for the person who shall provide the requested reports:

Name and Title: _____

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____