

**SCARBOROUGH  
MAINE**



**INVITATION TO BID 202024**  
Return this bid to:  
**ITB 202024 3-TON EXCAVATOR**  
PO Box 360  
259 US Route One  
Scarborough ME 04070-0360

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: 9/6/23**

**ITB 202024: 3-TON MINI EXCAVATOR FOR DEPARTMENT OF PUBLIC WORKS**

**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 SEPTEMBER 14, 2023 AT 10:00 AM. THIS WILL NOT BE A PUBLIC BID OPENING.**

**F.O.B. POINT IF MAILED: FINAL DESTINATION**

**EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.**

**LATE BIDS WILL NOT BE ACCEPTED.**

**ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED IN WRITING TO KIM MORRISON, PURCHASING SPECIALIST, AT (207) 730 4088 (FAX) OR KMORRISON@SCARBOROUGHMAINE.ORG**

**THE PREFERRED METHOD IS VIA EMAIL.**

**IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE TOWN'S WEBSITE, YOU MUST REGISTER WITH THE PURCHASING OFFICE TO RECEIVE SUBSEQUENT AMENDMENTS.**

[Liam Gallagher](#)  
ASSISTANT TOWN MANAGER

## **INSTRUCTIONS TO BIDDERS**

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in the purchase of One 3-Ton Mini Excavator with attachments.

**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 for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

**PAYMENT FOR TOWN PURCHASES:** Payment for agreements for the undisputed purchase of goods or services provided to the Town, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

**FEDERAL EXCISE TAX:** The Town is exempt from all Federal Excise Tax.

**STATE SALES TAX:** The Town is exempt from all State of Maine Sales Tax.

**SHIPPING DAMAGE:** The Town will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination within the Town of Scarborough. The Town will provide the contractor with written notice when damaged goods are received. The Town may choose to deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

**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 the contractor's indemnification, it is agreed that the 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 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 and minimum liability for property damage in the amount of \$50,000/\$100,000 aggregate.

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.

**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 alternative 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 this ITB.

**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 product offered meets the ITB specifications 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 products 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.

**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.

**NEW EQUIPMENT:** Equipment offered in response to this ITB 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 (not 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. ***The Equipment offered must have been for sale to the general public for a period of not less than five years.***

**ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the Town that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the Town will cause the Town to consider the bid non-responsive and reject the bid.

**INSPECTION:** Equipment offered will be subject to inspection and approval by the Town prior to payment. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

**ALTERATIONS:** The awarded bidder must obtain written approval from the Purchasing Agent prior to making any alterations to the agreed-upon specifications (post-award) contained in this ITB 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 Purchasing Agent 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.

**ITEM UPGRADES:** The Town reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**DELIVERY:** Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order.

**F.O.B. POINT:** The F.O.B. point for all items purchased under this bid is the final destination within the Town of Scarborough. ***Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the Town.***

**PARTS BOOKS AND MAINTENANCE MANUALS:** Parts books and maintenance manuals must be provided at the same time that the equipment is delivered, preferably in Electronic Version (CD, PDF, etc.). The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

**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 ITB, 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 ITB (post-award). Rejected items will be returned to the contractor at the contractor's risk and expense.

**BID SUBMISSION:** At or before the appointed date and time, all bidders **must** submit a completed Specifications Form and a completed Bid Form. Although not required, bidders are encouraged to submit additional supporting information that may assist the Town in evaluating the bid and compliance with the technical specifications.

**ADDITIONAL INFORMATION:** Bidders are encouraged to provide additional supplementary information with their bid if it serves to clarify the bid submission and assists the Town in the evaluation of the bids. In particular, this may assist the Town in determining the equivalency of alternative bid items.

**METHOD OF AWARD:** Award will be made to the lowest responsive and responsible bidder as noted below (**EVALUATION CRITERIA**). The Town of Scarborough 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 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. A payment schedule will be determined with the winning bidder. Questions 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.

**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 two days prior to the bid opening to the Attention of Kim Morrison, Purchasing Specialist by fax (207 730-4088) or email to [kmorrison@scarboroughmaine.org](mailto:kmorrison@scarboroughmaine.org). The Town is not responsible for oral interpretations given by any Town employee, representative, or other.

SPECIFICATIONS
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	Yes	No
a. The excavator shall have a minimum operating weight of 6,000 lbs.		
b. Minimum of 19 Hp @ 2,000 RPM		
c. Zero tail swing		
d. 1-way and 2-way flow for tilt bucket, thumb, etc.		
e. 12" Rubber tracks		
f. Two-speed travel		
g. Load sensing hydraulics		
h. Minimum of two (2) LED work lights. One on the boom, one on the frame		
i. Suspension seat with armrests		
j. 18" digging bucket		
k. Hydraulic thumb		

**BID FORM**

**TOTAL COST FOR 3-TON MINI EXCAVATOR AS SPECIFIED OR AS PROPOSED BY VENDOR:**

**\$** \_\_\_\_\_

**MAKE/MODEL:** \_\_\_\_\_

**GUARANTEE:** \_\_\_\_\_

**ESTIMATED DELIVERY DATE:** \_\_\_\_\_

**➤➤➤ NOTE: BID MUST BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED MEMBER OR EMPLOYEE OF THE ORGANIZATION MAKING THE BID.**

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_  
Corporation, Firm, or Company

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
City State ZIP

**TELEPHONE :**(\_\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_\_) \_\_\_\_\_

**EMAIL:** \_\_\_\_\_



**ITB 202024 Mailing List**

United Const.	396 County RD, Westbrook, ME 04092	peter.sanborn@ucfne.com
Beauregard Equip.	14 Gibson RD, Scarborough, ME 04074	alabbe@beauregardequip.com
Union Farm	Rt. 17 Union, ME 04862	john.randolph@sanyofmaine.com