

**Town of Richmond
26 Gardiner Street
Richmond, ME 04357
207-737-4305**

Invitation to Bid – Winter Sand

The Town of Richmond (“Town”) is seeking competitive bids for winter sand for the 2020-2021 winter season. The sand shall be delivered to the Richmond Public Works facility located at 19 High Street, Richmond, Maine. The Town requests 1,500 cubic yards of winter sand that meets the specifications outlined in the attached Winter Sand Purchase and Sale Agreement.

Bid Instructions

1. To receive consideration, an original signed copy of the attached **Bid Sheet**, with all appropriate portions completed in ink, must be returned within the stated period, either by mail or by hand delivery. The Town will not be responsible for any costs or expenses incurred by a Bidder in preparing or submitting a bid.
2. Bids must be submitted in a sealed envelope, plainly marked on the outside **“Winter Sand Bid”** and shall be addressed to **Douglas Fowler, Public Works Director, 26 Gardiner Street Richmond, Maine 04357**, or hand-delivered to the Town Office.
3. Bids must be received no later than **9:00 am, Thursday, September 17, 2020**. Bids will be opened publicly and read aloud at that time.
4. For questions, please contact the Public Works Director at (207) 737-2035.
5. Any deviations from the specifications included in the bid packet must be noted on a separate sheet and attached to the bid sheet.
6. If you need further information regarding preparation of or submission of a bid, please e-mail Douglas Fowler, Public Works Director at: publicworks@richmondmaine.com.
7. The successful Bidder shall be required to sign a Winter Sand Purchase and Sale Agreement with the Town, a copy of which is attached hereto. The Winter Sand Purchase and Sale Agreement details all aspects of the goods to be provided and the time frame associated

therewith. Please note that the blanks within the agreement will be completed at contract signing. The agreement need not be completed at this time.

8. No bids may be withdrawn within a period of thirty (30) days following the opening of bids.

9. The Town reserves the right to reject any or all bids, to waive any formality or technicality in the submissions, and to accept any bid as may be deemed by the Selectmen to be in the best interest of the Town. The Town also reserves the right to negotiate with any Bidder.

Basis of Award

The Town intends to award this contract to the individual or firm that provides the lowest responsible and responsive bid that is deemed by the Board of Selectmen to be in the best interest of the Town. In determining the most advantageous bid for the purchase of winter sand, the award of a contract shall be based primarily on unit price. However, the Town reserves the right to consider references, and past and present experience of the Town with the Bidder, in addition to price.

Town of Richmond
Winter Sand Purchase and Sale Agreement

This Agreement is between the Inhabitants of the Town of Richmond (hereinafter referred to as “Town”) and (hereinafter referred to as “Contractor.”) The subject of this Agreement is the Town’s purchase and the Contractor’s supply and delivery of winter sand to the Town for the 2020-2021 winter season.

1. Sale of Goods. The Contractor agrees to sell to the Town and the Town agrees to purchase from the Contractor 1,500 cubic yards of screened winter sand meeting the following specifications:

- Aggregate shall be clean sand of hard, durable, sharp-grained particles free from vegetable or organic matter, lumps or balls of clay or other deleterious substances.

- The gradation shall meet the grading requirements as follows:

Sieve designation	% weight passing square mesh sieve
3/8 inch	100%
#4	80-100%
#50	0-35%
#200	0-3%

- Sand may be subject to further testing by the Town or a third party.

2. Contract Price. The total purchase price shall be in the amount of:

_____ Dollars (\$_____). The total purchase price will be paid to the Contractor in full following Contractor’s invoice to the Town and within thirty (30) calendar days of the date of final acceptance of winter sand by the Town.

3. Delivery. Delivery of winter sand by Contractor shall be coordinated with the Richmond Public Works Director. Delivery will be made to the Richmond Public Works facility located at 19 High Street, Richmond, Maine. Delivery of winter sand shall be **no later than Thursday October 15, 2020**. Each delivery shall be accompanied by a delivery slip, and those slips shall be signed by the Public Works Director or his designee. Title to and risk of loss of winter sand shall pass to the Town upon acceptance of delivery by the Public Works Director.

3. Sales Tax. Because the Town is tax-exempt, sales tax shall not be added to the purchase price or any portion thereof. The Town shall provide the Contractor with a tax-exemption certificate or other evidence of its tax-exempt status upon demand.

4. No Assignment. This Agreement and all rights, duties and obligations contained herein shall not be assigned to any other party.

6. Amendment, Severability, Jurisdiction. This Agreement may be amended only by written consent of the Town, acting by and through its Board of Selectmen. If any provision of this Agreement is declared by a court to be void or unenforceable, the rest of the Agreement continues to be valid and effective. This Agreement is made and shall be construed under the laws of the State of Maine without regard to conflict of law rules. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any civil action shall be in Maine Superior Court (Sagadahoc County).

7. Entire Agreement. This Agreement, which includes the Invitation to Bid, Bid Instructions, Basis of Award and Contractor’s Bid Sheet, represents the entire and integrated Agreement between the Town and the Contractor with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

8. Effectiveness, Date. This Agreement shall become effective when both parties have signed. If the agreement is signed by the parties on different dates, the later date shall become the effective date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date opposite the party’s signature.

CONTRACTOR

Date

By: _____
Its: _____

**INHABITANTS OF THE
TOWN OF RICHMOND**

Date

By: Adam Garland
Its: Town Manager