

**CITY OF PRESQUE ISLE  
REQUEST FOR BIDS**

**SECTION 1. GENERAL**

The City of Presque Isle is seeking bids from qualified individuals and firms (Bidder) for pavement stenciling. These markings include pavement stencils only.

**SECTION 2. STANDARD CONDITIONS**

1. The Bidder shall be responsible for all taxes, fees and permits required of this request for bids.
2. The Bidder shall be responsible for the proper disposal of any waste generated by this request for bids.
3. The Bidder shall serve in the capacity of an independent contractor and shall not be deemed an employee or representative of the municipality. The Bidder understands and agrees that he is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the City, and for whom no retirement benefits, medicare, vacation and sick leave, workers compensation, employment and similar benefits available to City employees will accrue. The Bidder further understands that annual information returns as required by the Internal Revenue Code or State of Maine Income Tax Law will be furnished to the Bidder for his Income Tax records.
4. Unless otherwise stated all bids shall be in a lump sum basis, FOB Presque Isle, in U.S. funds.
5. Any bid received after the date and time of opening will be rejected and returned unopened to the Bidder. Time shall be determined as indicated on the clock where bids are received.
6. Unless otherwise stated all bids shall be submitted on the bid form supplied by the City.
7. The City reserves the right to reject any or all bids and to waive any informality as it deems necessary to be in the best interest of the City. The City Manager shall retain the right to determine what constitutes informality. In his decision, the City Manager may consider if other bidders are placed at a disadvantage by his decision. In all cases, the decision by the City Manager shall be final.
8. Fax bids will not be accepted. Emailed bids will not be accepted.
9. No bid may be withdrawn for a period of 30 days after the bid opening.
10. The Bidder shall be responsible to provide all labor, materials and equipment necessary to perform the work or supply the material(s) requested in this bid and shall insure a timely completion of the work involved or the material(s) supplied in conformance with generally accepted work standards. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.
11. The Bidder shall not sublet, sell, transfer, assign or otherwise dispose of this agreement or any portion thereof, or of his right, title, or interest therein, without written request to and written consent of the City Manager, except to a bank. No subcontracts or transfer or agreement shall in any case release the Bidder of his liability under this agreement.
12. The performance of work or the delivery of material under the contract may be terminated by the City in whole, or from time to time, in part whenever for any reason the City Manager shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent to which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall be terminated on the contract date.

13. The Bidder agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Bidder in the performance of this contract and against any liability, including costs and expenses, for violation of propriety right, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.

14. Any and all notebooks, maps, plans, working papers or other work produced in the performance of this contract are the property of the City.

15. Failure to provide requested information at the time the bid is submitted may result in the bid being rejected.

### **SECTION 3. BIDDER QUALIFICATIONS**

A. Complete 'Statement of Bidder Qualifications' form.

B. Name and qualifications of the project coordinator.

C. Enclose an SDS and paint specification sheet for paint that will be used.

D. List of similar work performed (municipal striping) to include the names, addresses and telephone numbers of people who can be utilized as a reference check.

### **SECTION 4. SUBMITTING A BID**

All bids must be submitted in a sealed envelope clearly marked “**PAVEMENT STENCILING BID**” on the outside of the envelope. Bids must be received by **March 22, 2023 at 1:30PM** at the **City Clerk’s office**, 12 Second Street, Presque Isle, Maine 04769. Any questions pertaining to this bid shall be directed to Public Services Director Dana Fowler at (207) 760-2707 or dfowler@presqueisleme.us. All bids shall be opened and read aloud in public on March 22, 2023 at 1:30 PM at the above address. Final award of the bid is expected to be made on or about April 5, 2023 by the City Manager and/or City Council. His/their decision shall be final. Bidders are welcome to attend the bid opening and, if needed, the City Council meeting.

### **SECTION 5. SCOPE OF WORK**

The successful bidder shall supply/provide pavement stenciling per the following requirements:

1. All work and materials shall meet or exceed applicable standards as set forth by the latest edition of the Manual and Uniform Traffic Control Devices and MDOT Specifications Section 627 and Section 708.

2. All work shall be performed under the direction of the Public Works Director or his designee.

3. All work shall be performed in such a manner that presents the least disruption to traffic. Night work may be authorized by the Public Works Director to facilitate traffic flow and work progress.

4. All quantities listed are estimates. The City retains the right to change the quantities based on its actual needs. Payment shall be made only on the actual amount of stenciling applied.

5. All crosswalks shall be “piano key” style with twenty-four inch wide lines with twenty-four inch spacing, six feet long.

6. All crosswalks, stop bars, and arrows shall be reflectorized with glass beads applied at 8 pounds per gallon.
7. Bidder shall supply and setup all work zone traffic control and safety devices necessary to warn motorists and protect workers. All work area markings and devices shall conform to the Manual on Uniform Traffic Control Devices, latest edition.
8. Paint that is applied by hand or with the use of portable sprayers shall be in two uniform covering coats with each at least 10 mils thick.
9. The successful bidder shall perform a test strip to demonstrate paint thickness. The bidder shall make any adjustments necessary to obtain the specified paint thickness.
10. All Main Street pavement markings shall be completed no later than May 27, 2023 (Saturday prior to Memorial Day).
11. All other work shall be completed no later than July 1, 2023 (Saturday prior to July 4<sup>th</sup>).
12. There shall be a one hundred dollar (\$100) per day penalty assessed to the contractor for each calendar day after the deadlines stated in (10) and (11). Pavement marking work shall be subject to weather conditions and the Public Works Director or his designee shall be the sole judge of whether the weather was acceptable on a specific day. If Bidder cannot meet deadlines specified in (10) and/or (11) above, check line on Bid Form that all specifications have not been met and attach a list of alternate dates to the Bid Form.
13. This contract shall be for calendar year 2023 with three (3) additional one-year options. If both the Bidder and the City agree to the same prices, terms, and conditions as the original bid, the agreement can be extended on a year-to-year basis for three additional years (2024, 2025, and 2026).

**STATEMENT OF BIDDER'S QUALIFICATIONS**  
(If desired, the bidder may submit additional information.)

Name of Bidder: \_\_\_\_\_

Bidder is: Corporation ( ) Partnership ( ) Individual ( )

Permanent Main Office Address: \_\_\_\_\_

Federal ID Number (Employer's ID No.): \_\_\_\_\_

When organized: \_\_\_\_\_

If a corporation, where incorporated? \_\_\_\_\_

How many years have you been engaged in business under your present firm or trade name? \_\_\_\_\_

A financial statement may be required of the successful bidder prior to award.

The Undersigned hereby authorize and requests any person, firm, or corporation to furnish any information requested by the Sponsor in verification of the recitals comprising this Statement of the Bidder's Qualifications.

ATTEST

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**“PAVEMENT STENCILING BID” Bid Form**  
**Bid Opening March 22, 2023 at 1:30 p.m.**

Submit to: City Clerk  
 12 Second Street  
 Presque Isle, ME 04769-2459

Bidders Name: \_\_\_\_\_

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

Tel. No./Email: \_\_\_\_\_

The following bid is submitted in response to the Request for Bid for pavement markings.

The undersigned certifies that the information provided on the Bid Form is correct.

Have all specifications been met? \_\_\_\_\_yes \_\_\_\_\_no If no, have all deviations been listed on a separate page attached to this Bid Form? \_\_\_\_\_yes \_\_\_\_\_no

Does the Bidder meet the qualifications per Section 3 and provided attachments, if required, to this Bid Form? \_\_\_\_\_yes \_\_\_\_\_no

<b>MARKING TYPE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
Crosswalks 24” Bars	160 EA	\$ _____ EA	\$ _____
Railroad Markings	4 EA	\$ _____ EA	\$ _____
ONLY Stencil	20 EA	\$ _____ EA	\$ _____
Arrows	230 EA	\$ _____ EA	\$ _____
Stop Bars	90 EA	\$ _____ EA	\$ _____
Parking stalls/Painted islands	6,700 LF	\$ _____ LF	\$ _____
24” NO LEFT TURN	3 EA	\$ _____ EA	\$ _____
Blue stalls w/ADA symbols	10 EA	\$ _____ EA	\$ _____
8’ STOP AHEAD	2 EA	\$ _____ EA	\$ _____
		<b>Total</b>	<b>\$ _____</b>

Signature

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**By affixing my signature, I certify that I have the authority to submit and bid and further certify that this bid meets or exceeds all requirements of the Request for Bid.**