



CITY OF BANGOR

Purchasing Department
73 Harlow Street
Bangor, Maine 04401
207-992-4282

Email: bids@bangormaine.gov

General Information for Vendors

The following terms, conditions and instructions apply to all City of Bangor solicitations whether they are bids, proposals, request for qualifications or other types of solicitations. The term “bidder” is used collectively for bidder, proposer, vendor, contractor, consultant and all other terms implying or meaning one who is responding to an opportunity with the City. The submission of a response means that the vendor understands and agrees with the City’s “General Information for Vendors.” Any variance is to be clearly noted on the submittal document. The City will be the sole judge as to whether the variance is “material” or “immaterial” to the bid.

1. Acceptance

The City will select the offer deemed most advantageous, appropriate and beneficial to the City.

2. Addenda

In the event that an addendum to a solicitation is issued, all solicitation terms and conditions shall remain in effect unless they are specifically changed by the addendum. Offers shall include acknowledgment of all addenda or be subject to rejection. The City shall post the addendum to its web page.

3. Assignment/Subcontracting

The bidder shall not assign or subcontract any agreement, sublet or subcontract any portion of the work without the written consent of the City. The bidder shall bind all subcontractors approved by the City to all the terms and conditions of the contract.

4. Award/Results

As soon as practicable after evaluation, the City shall post the award decision and a tabulation of all offers received, to its web page. Individual notes are not mailed or emailed.

5. Compliance with Laws

The bidder is assumed to be familiar with and agrees to observe and comply with all Federal, State and local laws, statutes, ordinances and regulations. The bidder shall fully indemnify, save harmless and protect the City, their successors, assigns, agents, customers, affiliates, agents and employees against any loss, claim liability damage, and expense arising from the bidder’s actual or alleged noncompliance with such laws and regulations.

6. Deliveries

All deliveries shall be to the designated City property stated in the solicitation and must be Freight on Board (FOB) Bangor, Maine with all delivery, handling, surcharges and other changes included in the offered price. Failure to do so may cause rejection of bid. The City will not pay additional surcharges.

7. Equal Employment Opportunity

Bidders agree not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. Bidders shall comply with applicable laws, Executive Orders, and regulations concerning nondiscrimination in employment, including the Equal Opportunity Clause of Section 202. Executive Order 11246, as amended, which is hereby incorporated by reference.

8. Freedom of Access Act (FOAA)

Under Maine's Freedom of Access Act (FOAA), all records in possession of the City are public, unless designated by law as confidential, privileged, or otherwise exempt. Accordingly, any documents you submit may be available to the public. If you believe that documents you submit contain information that is exempt from disclosure under the FOAA, you must mark those sections you believe exempt as "confidential." You may also request that the City inform you of any FOAA requests for your submitted documents. The City Legal Department shall make the final determination over what it and is not public.

9. Incurring Cost

All costs incurred in the preparation and submission of an offer will be borne by the bidder.

10. Informalities

The City reserves the right to waive informalities, irregularities or minor defects in an offer response or variations from the exact requirements of the solicitation provided that the defects or variations do not affect the price, quality, quantity or delivery of the service.

11. Inspections/Examination of Documents

The bidder is responsible for thoroughly inspecting the site of the proposed work, carefully examine the solicitation and for becoming completely familiar with any circumstances under which the work will be performed or equipment, material etc. be provided. Each bidder shall make his/her offer from his/her own examinations and estimates and shall not hold the City, its agents or employees responsible for any information received from them.

12. Late Bids

It is the responsibility of the bidder to see that their offers have sufficient time to be received by the Purchasing Department before the submittal deadline. All submittal deadlines are to be the standard time for Bangor, ME. Any offer, portion of an offer, or unrequested revision received at the City of Bangor Purchasing Department after the time and date specified will not be considered.

13. Permits

In connection with any work to be performed, the bidders shall procure all necessary permits and licenses applicable to the performance of work contained in the solicitation.

14. Materials

All material submitted becomes the property of the City of Bangor and shall become public information.

15. Questions

All questions must be directed in writing to bids@bangormaine.gov. The City will issue a response in the form of an addendum, which will be available on the City's website. In addition, the City will notify all Bidders on file as being in receipt of the solicitation.

16. Rejection

The City of Bangor reserves the right to reject any and all offers or to accept a higher cost offer if it is deemed to be in the best interest of the City of Bangor. The City also reserves the right to negotiate with the lowest responsive Bidder.

Rejection of any proposal shall be construed as meaning simply that the City does not deem the offer to be acceptable or that another offer is deemed to be more advantageous to the City for the particular services offered.

17. Taxes:

The City of Bangor is exempt from paying sales or use tax by State of Maine Statute and has been issued a Permanent Exemption Certification by the State of Maine.

Permanent Exemption Certificate Number: E81590 Federal Identification Number: 016000020

18. Termination

- a. Termination for Convenience: The City may terminate any contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving thirty (30) days written notice to the bidder.
- b. Termination for Default: When the bidder has not performed or has unsatisfactorily performed the work, the City may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the City. Failure on the part of the bidder to fulfill contractual obligations shall be considered just cause for termination.

19. Withdrawal

No bidder may withdraw his/her offer for a period of ninety (90) days from the date of opening. All offers will be subject to acceptance by the City during that time.