

TOWN OF GOULDSBORO

INVITATION FOR BIDS WINTER SAND

Bid Invitation Issue Date:	July 30, 2026
Bid Submission Deadline:	August 21, 2026
Opening of Bids	August 24, 2026
Anticipated Contract Award Date:	August 27, 2026

The Town of Gouldsboro (the “Town”) invites bids for winter sand, screened and delivered to the Town’s Public Works facility on Route 1 in Gouldsboro for the upcoming winter season.

Bid packets are available at the Gouldsboro Town Office at 59 Main Street in Prospect Harbor, Maine or for download on the Town’s website at www.gouldsborotown.com.

INSTRUCTIONS TO BIDDERS

- **Bid Submission Deadline:** Bids must be submitted on or before **12:00 p.m. on Friday, August 21, 2026**. Bids will be opened in the Meeting Room of the Town Office at 2:00 p.m. on Monday, August 24, 2026. The public is welcome to attend in person or to view the opening via Zoom:

<https://us02web.zoom.us/j/8018727702?pwd=WjJmUFhyWVNKZmphOUdoTTdwbDRLUT09>

Meeting ID: 801 872 7702

Passcode: 4uFgxX

The contract will be awarded during the Select Board meeting on **August 27, 2026, beginning at 5 p.m.** at the Town Office. Bidders may attend the meeting in person or join via Zoom using the same information as above.

- **Submittals:** **Bidders must submit their bids on the enclosed Bid Form.** Failure to include the Bid Form will result in rejection of the bid.

Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid Form, attachments or additive information not required by this Invitation for Bids, or irregularities of any kind may be rejected by the Town.

Bids must be placed in a sealed envelope marked “FY27 WINTER SAND BID” and delivered by mail to Josh McIntyre, Town Manager, Town of Gouldsboro, P.O. Box 68, Prospect Harbor, ME 04669-0068 or by hand at the Gouldsboro Town Office, 59 Main Street, Prospect Harbor. Faxed or emailed bids will not be accepted.

- **Firm Bids:** Bids submitted to the Town before the bid submission deadline may be withdrawn by written notice to the Town Manager. After the bid submission deadline, bids shall remain firm for a period of 60 days.

BASIS OF AWARD

The municipal officers of the Town will award the contract to the successful bidder based on (1) the proposed fixed price for the scope of work, (2) bidder's relevant experience and documented performance and (3) capacity of bidder to execute the scope of work as outlined in the specification, including completion within the stated period of performance.

The Town reserves the right to waive any informalities in bids, to accept any bid, and to reject any or all bids. The Town may undertake discussions with one or more bidders, and to accept that bid which, in the Town's judgment, is most advantageous to the Town, considering price first, then other stated factors. The Town reserves the right to substantiate bidders' qualifications, capability to perform, availability, past performance record, and to determine that any bid that is not prepared in accordance with the instructions and requirements of this Invitation for Bids to be nonresponsive. The Town reserves the right to cancel this procurement in whole or in part, at its sole discretion, at any time before the contract is executed.

CONTRACT TERMS AND CONDITIONS

1. The successful bidder will deliver to the Town approximately 2,700 cubic yards of screened material meeting gradation specification below. The Town shall have the option to purchase 500 additional yards at the quoted price, if needed. Mixing of sand and salt on site is NOT included in this bid.
2. **The Contractor must arrange delivery with the Town's Superintendent of Infrastructure.** Material will be delivered in three installments of roughly 900 cubic yards each to allow for a local contractor to combine with salt. Each installment to be coordinated with the Superintendent of Infrastructure. All deliveries will occur within regular work hours of the town unless agreed upon by both parties. The Town may provide an inspector on site during the delivery period and may coordinate the delivery of salt for mixing. Each delivery shall be accompanied by a delivery slip; those slips shall be signed by an authorized employee or designee of the Town.
3. Screen material must meet the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
7/16 inch	100%
#4	80-100%
#50	0-35%
#200	0-3%
4. Unless otherwise mutually agreed upon, all material shall be delivered to the Town by October 31, 2026.
5. The successful bidder, **at their cost**, shall provide the Town recent test results showing their proposed material will meet the required gradations one (1) week prior to the first scheduled delivery of sand. The gradation test must be done by a qualified soil testing facility; the name of the facility, the technician's name, material type, and material location from which the sample was taken shall be included in the report from the qualified testing facility.
6. Any material delivered not meeting the gradation listed above shall be removed and replaced at the Contractor's expense.

By submitting a bid in response to this Invitation for Bids, the bidder agrees to execute a contract with the Town, in accordance with the included specifications, within seven (7) days of the Town's acceptance of the bid and award of the contract.

Town of Gouldsboro
INVITATION FOR BIDS
FOR FY27 WINTER SAND

BID FORM

BIDDER NAME: _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

Price per Cubic Yard: \$ _____ **Total Bid: \$** _____

PIT LOCATION: _____

By submission of this proposal, bid, or contract, the prospective participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency. Furthermore, the prospective participant, if selected, agrees to ensure that any subcontractors it uses also meet this standard.

NAME OF AUTHORIZED OFFICIAL: _____

TITLE: _____

Please initial here _____ acknowledging contractor has read paragraph 2 of the Contract Terms and Conditions on page 2 of this document.

SIGNATURE: _____

DATE: _____

WINTER SAND DELIVERY CONTRACT

This WINTER SAND DELIVERY CONTRACT ("Contract") is entered into as of _____, 2026 by and between the Town of Gouldsboro, a Maine body politic and corporate ("Town"), and _____ ("Contractor"). The parties agree as follows:

1. Scope of Work. Contractor agrees to furnish and deliver to the Town approximately 2,700 cubic yards of screened winter sand meeting the gradation requirements set forth in the Town's Invitation for Bids dated July 31, 2026. The Town shall have the option to purchase up to 500 additional cubic yards at the quoted bid price.

Delivery shall be made to the Town's Public Works facility on Route 1 in Gouldsboro. Deliveries must be coordinated with the Town's Superintendent of Infrastructure and occur during regular work hours unless otherwise agreed. Each delivery must be accompanied by a delivery slip signed by an authorized Town employee or designee.

All deliveries must be completed by October 31, 2026, unless otherwise mutually agreed. Any material delivered not meeting the required gradation shall be removed and replaced at Contractor's expense.

2. Contract Price. This is a fixed-price contract. The Contract Price is as set forth in Contractor's Bid Form, attached hereto and incorporated herein, and includes all costs of furnishing, transporting, and delivering the sand, as well as all overhead, profit, fees, and expenses.

3. Payment. The Town will pay Contractor within thirty (30) days of satisfactory completion of delivery and receipt of a proper invoice and signed delivery slips.

4. Insurance. Contractor agrees to carry: (a) workers' compensation insurance (statutory limits); (b) General Liability Insurance (limits not less than \$1,000,000 each occurrence / \$2,000,000 aggregate); and (c) Automobile Liability Insurance (limits not less than \$1,000,000 each occurrence / \$2,000,000 aggregate). The Town shall be named as an additional insured on the general liability and automobile liability policies. Certificates of insurance shall be furnished to the Town prior to the commencement of deliveries.

5. Indemnification. Contractor shall indemnify and hold harmless the Town and its officers, officials, agents, and employees from all suits, actions, damages, expenses, and demands arising out of or caused by any negligent or wrongful act or omission of Contractor or its employees, agents, or subcontractors in connection with performance of this Contract. This indemnification shall not be construed to waive any defense, immunity, or limitation of liability available to the Town under applicable law, including the Maine Tort Claims Act, 14 M.R.S.A. § 8101 *et seq.*

6. Termination. The Town may terminate this Contract for cause at any time upon written notice. The Town may also terminate for convenience with seven (7) days' written notice, in which case Contractor shall be entitled to payment only for sand satisfactorily delivered and accepted by the Town prior to termination.

7. Miscellaneous. This Contract is governed by the laws of the State of Maine. Contractor shall not assign or transfer its rights or delegate its obligations under this Contract without prior written consent of the Town. The relationship of the parties is that of independent contractors. Provisions that by their nature should survive termination shall so survive.

IN WITNESS WHEREOF, each of the undersigned parties has caused its duly authorized representative to execute this Contract as of the Effective Date.

TOWN OF GOULDSBORO

CONTRACTOR:

Name: Joshua McIntyre
Title: Town Manager

Name:
Title: