



City of Auburn, Maine  
[www.auburnmaine.gov](http://www.auburnmaine.gov) | 207.333.6601  
60 Court Street, Auburn, Maine 04210

July 8, 2025

Dear Bidder;

The City of Auburn Public Works Department is accepting written Bids for one **(1) Present Year Mini Excavator**. The City reserves the right to accept or reject any or all Bids in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept or reject any Bids when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any Bid, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Successful Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All bids must include FOB to Auburn, Maine unless otherwise specified.

Bids will not receive consideration unless submitted in accordance with the following instructions. Please mark sealed envelopes plainly: **"Present Year Mini Excavator -Bid #2026-002"**.

Questions regarding this Request for Bids should be directed to Adam Stevens, Deputy Director of Public Works via email [astevens@auburnmaine.gov](mailto:astevens@auburnmaine.gov) by **3:00PM, July 17, 2025**. All questions and answers will be posted to the City website in the form of an addendum by **3:00PM July 18, 2025**.

Please submit your proposal to the City of Auburn by **2:00 p.m. July 24, 2025**. Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Emma Burns, Purchasing Analyst, 60 Court Street, Auburn, ME 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

Emma Burns  
Purchasing Analyst

## Table of Contents

Conditions and Instructions to Bidders .....	3
General Conditions.....	4
Equal Employment Opportunity.....	4
Save Harmless .....	4
Subcontracting.....	4
Warranty .....	4
Bid Form .....	5
Specifications.....	6
Bid Proposal Form .....	8

## **CONDITIONS AND INSTRUCTIONS TO BIDDERS**

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to a responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award. Equipment not delivered within 5 days of delivery date to the city will be deemed late and assessed a penalty fee of **\$250 per day** for every day beyond stated date of delivery. Once delivered complete and on time to the City of Auburn Public Works Department the dealer will have meet the deadline clause. Any incidents such as company strikes will not be taken into consideration and will not be able to move out the delivery.
10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state **"Present Year Mini Excavator -Bid #2026-002"** on submitted sealed envelope.
12. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.

## **GENERAL CONDITIONS**

### **1. Equal Employment Opportunity**

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

### **2. Save Harmless**

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

### **3. Subcontracting**

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. The Bidder is responsible for all approved sub-contracted work. The Bidder is responsible for managing all aspects of sub-contracting work. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

### **4. Warranty**

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder. If these specifications, either in whole or in part, do not meet all Federal and State of Maine DOT and ICC mandates it shall be the responsibility of the successful bidder to bring specifications into compliance prior to awarding bid.

**PROPOSAL FORM:**

**Due:** July 24, 2025

**To:** City of Auburn  
Emma Burns  
Purchasing Analyst  
60 Court Street  
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for thirty days (30) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine.

By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature \_\_\_\_\_ Company \_\_\_\_\_

Name (print) \_\_\_\_\_ Telephone # \_\_\_\_\_

Title \_\_\_\_\_ Fax # \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Web Site \_\_\_\_\_

STATE OF MAINE

\_\_\_\_\_, SS.

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

Personally, appeared \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Commission Expires \_\_\_\_\_

## **SPECIFICATIONS FOR: PRESENT YEAR MINI EXCAVATOR**

FAILURE TO ANSWER ALL QUESTIONS COULD LEAD TO REJECTION OF BID

<b>EXCAVATOR SPECIFICATIONS</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
<b>ENGINE</b>			
Horse Power Range – Minimum of 50 hp, SAE net, to a maximum of 75 hp, SAE net. Turbocharged 4 cylinder Diesel Engine.			
Engine must have fuel filter. Secondary fuel filter mounted on engine and easily accessible for immediate access by maintenance personnel			
Fuel/water separator mounted in an easily accessible location, factory installed			
<b>UNDERCARRIAGE</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
18" Rubber track pads			
Automatic Transmission system: High-Low			
Blade with float option required			
<b>GROUND PRESSURE</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
Weight Range – Minimum of 17,750 pounds to a maximum weight of 20,000 pounds.			
<b>BUCKET AND ARM DIGGING FORCE</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
Arm Length – 6'11"			
Bucket Digging Force – 11,000 lbf minimum			
Arm Crowd Force – 7,000 lbf minimum			
<b>WORKING RANGES</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
Minimum digging depth of 15'			
Minimum digging reach of 21'			
Minimum vertical wall digging depth of 12'			
Minimum dumping height of 6'5" with attachment, to a maximum dump height of 20' with attachment			
Lifting capacity over front @ horizontal distance 10 feet– 10 feet above ground, (Minimum of 4,000 pounds over front and 4,000 pounds over side)			
Lifting capacity over font @ horizontal distance of 10 feet – ground level, (Minimum of 7,000 pounds over front and 5,000 pounds over side)			

Lifting capacity over front @ horizontal distance of 10 feet – 10 feet below ground, (Minimum of 6,000 pounds over front and 5,400 over side)			
<b>CAB</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
Sound suppressed R.O.P.S. cab: meets all applicable Federal, State, and OSHA regulatory standards, unit shall be zero tail swing			
Rearview mirrors factory installed			
Must be equipped with a cabin air filter			
Factory installed Air Conditioning			
Factory installed AM/FM radio			
<b>GAUGES</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
Voltmeter			
Engine oil pressure			
Coolant Temperature			
Tachometer			
Hydraulic Temperature			
Warning system, low fuel, low oil, high engine coolant temperature and low battery voltage, visual and audible. Air cleaner restriction gauge mounted in instrument panel			
<b>LIGHTING</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
All factory work lights installed			
Work Lights: 1 boom, 1 upper, and 2 cab lights all LED 70 Watt			
Minimum of 1 strobe light on roof of cab 360 view LED			
<b>ELECTRICAL</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
Alternator: Minimum 50 amp			
2 x 12 volt batteries			
2 x 450 CCA			
Jump start stud located that is accessible			
Unit shall have a factory installed master shut off switch mounted in cab			
<b>SHOP MANUALS</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
All parts/repair manuals for the excavator to be provided			
All computer parts/repair software needed for maintenance of excavator to be provided upon purchase			

<b>ORIENTATION AND TRAINING</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
Training by a factory representative will be provided for mechanics			
Separate training session will be provided to the operators			
<b>WARRANTY</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
Minimum Warranty 5 years, 5000 hours			
<b>ACCESSORIES</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
24" Digging bucket			
<b>ACCESSORIES CONTINUED.</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
Blade with float option			
Hydraulic Thumb			
Auto-Lock coupler			
Heavy Duty Tilt cleanup bucket			



## **BID FORM**

The undersigned proposes to furnish one (1) Present Year Mini Excavator. Other new unused equipment which may be in stock that is comparable to the specifications above but not exact shall also be considered.

### **One (1) Present Year Mini Excavator**

\$ \_\_\_\_\_

Make and Model and Year \_\_\_\_\_

### **Net FOB Auburn Highway Garage (Total Price)**

\$ \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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