

TOWN OF PLYMOUTH
PROCUREMENT DIVISION
11 LINCOLN STREET
PLYMOUTH, MASSACHUSETTS 02360

BID 21539, REGIONAL COOPERATIVE BID FOR SNOW AND ICE REMOVAL PRODUCTS

Issued: September 17, 2015
Due: October 2, 2015, at 11:00 a.m.

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BID FORMS

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

September 17, 2015

INVITATION FOR BID 21539

INVITATION:

Sealed bids are requested by the Town of Plymouth for Mined C. C. and Solar Salt, pre-mix treated salt, liquid calcium chloride, liquid magnesium chloride, and liquid agricultural by-product non-corrosive deicing products on a regional or individual basis for the 2015-2016 season. This is a regional consortium representing 34 municipalities and all sites owned or managed by the Plymouth Housing Authority.

Bids are to be submitted by 11:00 a.m., October 2, 2015, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "Bid 21539, Road Salt".

CONTRACT PERIOD:

The contract period shall be for the period of contract execution through September 30, 2016.

RULE FOR AWARD:

Prices shall be given as unit prices for each town. Each town will award its own bid(s). The primary road salt bid will be awarded to the responsive and responsible bidder offering the lowest price. The secondary road salt bid will be awarded to the responsive and responsible bidder offering the next lowest price.

BID SURETY: N/A

LIQUIDATED DAMAGES: N/A

PRE-BID CONFERENCE: N/A

MA HIGHWAY PRE-QUALIFICATION: N/A

DCAM CERTIFICATION: N/A

PREVAILING WAGE RATES: N/A

LABOR AND MATERIALS BOND: N/A

PERFORMANCE BOND: N/A

GENERAL INFORMATION

GENERAL CONDITIONS:

1. No additional charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage unless specifically stated and included in the bid.
2. The Successful Bidder shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do the work as herein specified.
3. The Successful Bidder shall comply with all applicable federal, state and local laws and regulations.
4. Purchases made by the town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
5. Verbal orders are not binding on the town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Successful Bidder and may result in an unenforceable claim.
6. "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Successful Bidder and the naming of any commercial name, trademark, item or manufacturer shall not be construed as limiting competition but shall establish a standard of quality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the town for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, approval shall be at the sole discretion of the town, shall be in writing to be effective, and the decision of the town shall be final. The town may require tests of all materials so submitted to establish quality standards at the Successful Bidder's expense. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Successful Bidder.

7. For the use of material other than the one specified, the Successful Bidder shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Successful Bidder shall submit the product he/she intends to use for approval by the town.

8. Except as otherwise provided for by the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, the Successful Bidder shall not have any right of appeal from the decision of the town condemning any materials furnished if the Successful Bidder fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Successful Bidder shall pay for such costs.

9. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low prices for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered unless specifically asked for by the bid.

10. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals, and to split awards as may be deemed to be in the best interests of the town. The contract or contracts will be awarded by the town within thirty (30) business days after opening bids. The town reserves the right to require samples of materials for inspection and testing.

11. IF AT ANY TIME THE SUCCESSFUL BIDDER IS UNABLE TO FURNISH MATERIALS OR SERVICES AS ORDERED BY A TOWN, THE SUCCESSFUL BIDDER SHALL BE OBLIGATED TO OBTAIN DELIVERY FROM ANOTHER SUPPLIER AND WILL, IN TURN, INVOICE THE TOWN AT THE PRICE SPECIFIED IN THE CONTRACT WITH THE TOWN,

OR

THE TOWN MAY ORDER SUCH MATERIALS OR SERVICES FROM SUCH PLACES AS ARE AVAILABLE AND THE SUCCESSFUL BIDDER SHALL PAY TO THE TOWN ALL EXPENSES INCURRED ABOVE THE CONTRACT PRICE.

MINIMUM EVALUATION CRITERIA:

Each town participating in this bid shall be responsible for making their own individual award to the bidder who offers the best price and who is deemed to be both responsive and responsible. Determination of

responsiveness and responsibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the town.
2. Bidders will be deemed responsible if they meet the following criteria:
 - a. A minimum of three (3) years experience in providing these products;
 - b. The ability to provide quality products in a timely fashion as demonstrated by good references on previous work. Please furnish a list of cities or towns to which the Bidder has provided these types of products within the last three (3) years, including names and telephone number of contact persons.

INSURANCE REQUIREMENTS:

1. The Successful Bidder shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Successful Bidder covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.
2. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- 1) **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured"**. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) **Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured"**.
- 3) **Workers' Compensation Insurance** as required by law.

4) Property Coverage for materials and supplies being transported by the Successful Bidder.

5) Umbrella Liability of at least \$5,000,000/occurrence, \$5,000,000/aggregate. **The Town shall be named as an Additional Insured.**

3. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Successful Bidder's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

4. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Successful Bidder shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.

5. The Successful Bidder shall, to the maximum extent permitted law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Successful Bidder, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Successful Bidder further agrees to reimburse the Town of Plymouth for damage to its property caused by the Successful Bidder, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

WITHDRAWAL OF BIDS:

Except as hereinafter expressed provided, once a bid is submitted and received by the town, the bidder agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of bids.

Upon proper written request and identification, bids may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of

- bids;
- b. provided the bid has not been accepted by the town, at any time subsequent to thirty days following the actual date of bid opening.

Unless a bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the bidder in writing that his bid is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a bid shall not constitute rejection of any other bid.

BID STATUS INFORMATION:

Addenda: If you received bid/proposal documents from the Town and provided the Town with an accurate email address and fax number for delivery of addenda, the Town intends to deliver notification of each addendum to you at such address or fax number, but the Town shall not be responsible for any failure of a bidder to receive any addenda for any reason. All addenda will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids>.

Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

A register of Bids/Proposals, when available, will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids/pages/bid-results>. Results will not be available over the telephone.

Notification of award of contract will be mailed to all bidders and/or posted on the Town's website.

BID QUESTIONS:

Please contact Pamela D. Hagler, Procurement Officer, if you have any questions on the bidding process at 508-747-1620, ext. 107.

ATTACHMENT 1
TECHNICAL SPECIFICATIONS

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1. The following listed towns will receive bids for Mined C.C. and Solar Salt, liquid calcium chloride, liquid magnesium chloride, liquid agricultural by-product non-corrosive deicer and pre-mixed treated salt for snow and ice control for the 2015-2016 season for the approximate tons and gallons as listed:

***Provide both pick up and delivered prices**

Municipality	Road Salt	Calcium Chloride	Magnesium Chloride	Deicing	Pre-Mix Treated Salt
Abington	4000	0	6000	0	5000
Barnstable	15000	0	0	6000	0
Bourne	3000	0	0	2500	0
Brewster	500	0	0	2500	0
Bridgewater	5000	0	0	0	0
Carver	1454	0	0	0	0
Chatham	900	100	0	0	0
Cohasset	750	0	0	0	0
Dennis	2000	2500	0	0	0
Eastham	500	0	0	0	0
Easton	3500	0	0	0	0
Edgartown	*700	0	400	0	0
Falmouth	4000	0	0	12500	0
Halifax	2750	0	0	5000	3500
Harwich	2000	0	0	0	0
Hull	2500	0	0	0	0
Kingston	4000	10000	0	0	0
Lakeville	2200	0	0	0	0
Marion	350	0	0	0	0
Mashpee	2500	0	0	0	0
Mattapoisett	600	0	0	0	600
Middleborough	4000	0	1000	4000	0
Nantucket	0	0	0	0	500
Orleans	850	0	0	0	400
Pembroke	6000	0	3000	0	0
Plymouth					0
Plympton	800	0	0	6000	0
Provincetown	1200	0	0	0	0
Rochester	1500	5000	0	0	0
Rockland	2500	0	0	0	2500
Sandwich	8000	10000	0	15000	200
Truro	125	0	0	0	0
Wellfleet	650	0	0	0	650

Whitman	2500	0	0	0	0
Yarmouth	1200	0	0	4000	0
Ply. Hsng Auth					0

2. The quantities are approximate and the towns do not expressly or by implication agree that the amounts will correspond therewith, but reserve the right to increase or decrease the quantity in accordance with their needs. The towns that did not submit an estimate for the liquid deicers may still be interested in purchasing that product.

3. Each of the participating towns reserves the right to exercise the option to purchase such quantities of either solar salt, also known as sea salt, and evaporated salt or mined salt, designated C.C. Salt, pre-mix treated salt or liquid deicers, or such quantities of both as it might determine. Each town further reserves the right to order salt either delivered or F.O.B. at the depot (supplier's stock pile).

4. Due to the fluctuations in past salt availability, some municipalities have requested the ability to contract with primary and secondary salt suppliers. As specified in General Conditions, Section 11, if the primary supplier does not respond to the municipalities needs they will exercise their contract with the secondary supplier.

5. The actual sodium chloride delivered or picked up shall be paid on basis of the unit bid. Weight slips are required.

6. The liquid deicers shall be delivered in trucks equipped with pumps and hand hoses and an approved liquid meter to accurately determine the amounts of the material delivered. A numbered delivery slip mechanically printed from a meter with an automated printing system shall be furnished for each load. Under no circumstances shall delivered quantities exceed the total quantities requested. The vendor shall bear the full responsibility for any overage and shall not receive compensation for any greater amount.

7. The liquid agricultural by-product non-corrosive deicers, shall be delivered in trucks equipped with pumps and hand hoses and an approved liquid meter to accurately determine the amounts of the material delivered. A numbered delivery slip mechanically printed from a meter with an automated printing system shall be furnished for each load. Under no circumstances shall delivered quantities exceed the total quantities requested. The vendor shall bear the full responsibility for any overage and shall not receive compensation for any greater amount. Each municipality shall determine the acceptability of the product bid.

8. REJECTION: The material shall be rejected if it fails to conform to the requirements of the specifications and if any town is required to purchase from another supplier because of failure to meet specifications, the original supplier shall pay any additional cost as long as the failure to meet specifications continues.

9. AVAILABILITY OF SUPPLY: By accepting the proposal, the bidder agrees to deliver during a major storm of six (6) inches or more during the storm and within twenty-four (24) hours thereafter, including Saturdays, Sundays, and holidays.

10. Mined C.C. and Solar Salt shall meet A.S.T.M. specifications and comply with the following grading:

Passing 7/16" sieve	100%
Passing 3/8" sieve	95-100%
Passing No. 4	20-70%
Passing No. 8	10-50%
Passing No. 30	0-10%

Salt shall not contain more than three percent (3%) water content. Solar and C.C. Salt shall be treated with sufficient anti-caking conditioner per ton of sodium chloride.

11. Pre-Mixed Treated Salt shall consist of the previously specified road salt enhanced with an environmentally-friendly, liquid, agricultural by-product, deicing agent. The product must be treated to stay free-flowing and allow stockpiling for long periods, be of a non-corrosive nature, include a leaching inhibitor, and a coloring agent to turn white salt brown when mixed so that final color of the product resembles a mix of sand and salt. Bids must include the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS).

12. Liquid Calcium Chloride shall be a 32% solution of calcium chloride in water. The solution shall conform to the following requirements as to the chemical composition:

Calcium Chloride	32% +/- 1%
Total Alkali Chlorides (as of sodium chloride)	2% maximum
Magnesium Chloride	0.01% maximum

The product shall be provided by the manufacturer in a true solution and shall not be reconstituted from flake calcium chloride.

Sampling, examining, and testing shall be done in accordance with ASTM methods D345 and E449. The calcium chloride shall be rejected if it fails to conform to any of the requirements of these salient characteristics.

13. Liquid Magnesium Chloride product must contain no less than 25% magnesium chloride and shall include corrosion inhibitors. The product shall be provided by the manufacturer in a true solution and adding of any other ingredients and mixing after the product has left the manufacturer will be unacceptable.

Sampling, examining, and testing shall be done in accordance with the appropriate ASTM methods. The magnesium chloride shall be rejected if it fails to conform to any of the requirements of these salient characteristics.

14. Liquid agricultural by-product non-corrosive deicing products shall be a blend of either calcium chloride or magnesium chloride and an agricultural by-product. Brand names include Ice Ban, Ice B'Gone, Ice Melt, Melt Down and Safe Melt 40/60. Bids must include the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS).

15. INSPECTION: The towns shall be given the opportunity to examine every bidder's facility and the source of supply. Samples may be tested before awards are made and periodically thereafter. Any sample that meets the salient characteristics of this description and has been deemed acceptable, shall be retained for spectrophotometric analysis so as to ensure that the properties of the sample and the product supplied are consistent.

16. LOAD COVERING: All sodium chloride must be covered during transit with a canvas cover or a cover made of other suitable material and delivered in a dry condition.

17. DELIVERY: To the storage areas designated by each town with no additional charge for more than one designated delivery site.

18. DELIVERIES OF CONVENIENCE: All deliveries of convenience to the vendor shall be subject to the per gallon bid price for the amount delivered. No minimum delivered quantity will be required.

NAME OF BIDDER

Bids must be submitted on the following table. Bids submitted on any other form will not be considered valid. Please return this form and the attached forms to:

Procurement Division
ATTN: Procurement Officer
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Bids must be received by: 11:00 a.m., October 2, 2015. Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include any delivery charges unless otherwise specified. All offers are subject to Specifications 21539. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to perform the herein described work within the time period provided under "Contract Period" for the prices offered opposite each item and that said prices will be good for the period of one year.

The undersigned bidder hereby certifies, under the pains and penalties of perjury, the following:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The Contracting Party has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____ *

*To be filled in by bidder if addenda are issued.

Please note any exceptions on separate contractor letterhead.

UNIT PRICE FOR ROAD SALT FOR THE FOLLOWING TOWNS :

ABINGTON	\$ _____/ton	MASHPEE	\$ _____/ton
BARNSTABLE	\$ _____/ton	MATTAPOISETT	\$ _____/ton
BOURNE	\$ _____/ton	MIDDLEBOROUGH	\$ _____/ton
BREWSTER	\$ _____/ton	ORLEANS	\$ _____/ton
BRIDGEWATER	\$ _____/ton	PEMBROKE	\$ _____/ton
CARVER	\$ _____/ton	PLYMOUTH	\$ _____/ton
CHATHAM	\$ _____/ton	PLYMPTON	\$ _____/ton
COHASSET	\$ _____/ton	PROVINCETOWN	\$ _____/ton
DENNIS	\$ _____/ton	ROCHESTER	\$ _____/ton
EASTHAM	\$ _____/ton	ROCKLAND	\$ _____/ton
EASTON	\$ _____/ton	SANDWICH	\$ _____/ton
EDGARTOWN		TRURO	\$ _____/ton
Delivered	\$ _____/ton		
Picked up (25 tons per pick up)	\$ _____/ton		
FALMOUTH	\$ _____/ton	WELLFLEET	\$ _____/ton
HALIFAX	\$ _____/ton	WHITMAN	\$ _____/ton
HARWICH	\$ _____/ton	YARMOUTH	\$ _____/ton
HULL	\$ _____/ton	PLYMOUTH HSNG AUTH	\$ _____/ton
KINGSTON	\$ _____/ton		
LAKEVILLE	\$ _____/ton		
MARION	\$ _____/ton		

BIDDER _____

COUNTY _____

STATE OF INCORPORATION _____

PHONE _____

FAX _____

AUTHORIZED SIGNATURE

Printed Name and Title

Date Offered

TAX I.D.# _____

E-MAIL _____

UNIT PRICE FOR PRE-MIX TREATED SALT FOR THE FOLLOWING TOWNS:

ABINGTON \$ _____/ton
HALIFAX \$ _____/ton
MATTAPOISETT \$ _____/ton
NANTUCKET \$ _____/ton
ORLEANS \$ _____/ton
ROCKLAND \$ _____/ton
SANDWICH \$ _____/ton
WELLFLEET \$ _____/ton

BIDDER _____

COUNTY _____

STATE OF INCORPORATION _____

PHONE _____

FAX _____

AUTHORIZED SIGNATURE

Printed Name and Title

Date Offered

TAX I.D.# _____

E-MAIL _____

CALCIUM CHLORIDE FOR ALL TOWNS, REGARDLESS OF THE TOWN'S ESTIMATED QUANTITY (note exceptions on separate letterhead):

Per truck load (001-2,000 gallons) \$ _____/gallon

Per truck load (2,001-4,000 gallons) \$ _____/gallon

Per truck load (4,001-5,000 gallons) \$ _____/gallon

Per truck load (5,001 + gallons) \$ _____/gallon

BIDDER _____

AUTHORIZED SIGNATURE

Printed Name and Title

COUNTY _____
STATE OF INCORPORATION _____
PHONE _____
FAX _____

Date Offered
TAX I.D.# _____
E-MAIL _____

MAGNESIUM CHLORIDE FOR ALL TOWNS, REGARDLESS OF THE TOWN'S ESTIMATED QUANTITY (note exceptions on separate letterhead):

Per truck load (001-2,000 gallons) \$ _____/gallon

Per truck load (2,001-4,000 gallons) \$ _____/gallon

Per truck load (4,001-5,000 gallons) \$ _____/gallon

Per truck load (5,001 + gallons) \$ _____/gallon

BIDDER _____

AUTHORIZED SIGNATURE

Printed Name and Title

COUNTY _____

Date Offered

STATE OF INCORPORATION _____

PHONE _____

TAX I.D.# _____

FAX _____

E-MAIL _____

LIQUID AGRICULTUAL BY-PRODUCT NON-CORROSIVE DEICING PRODUCT FOR ALL TOWNS, REGARDLESS OF THE TOWN'S ESTIMATED QUANTITY (note exceptions on separate letterhead):

Per truck load (001-2,000 gallons) \$ _____/gallon

Per truck load (2,001-4,000 gallons) \$ _____/gallon

Per truck load (4,001-5,000 gallons) \$ _____/gallon

Per truck load (5,001 + gallons) \$ _____/gallon

BIDDER _____

AUTHORIZED SIGNATURE

Printed Name and Title

COUNTY _____

Date Offered

STATE OF INCORPORATION _____

PHONE _____

TAX I.D.# _____

FAX _____

E-MAIL _____

TOWN OF PLYMOUTH
REFERENCES OF BIDDER

By signing this page, the bidder certifies they have a minimum of three years experience in supplying these products.

Please also provide the names of at least three clients, including any cities or towns, for which the bidder has provided these products within the last three years, including names and telephone numbers of contact persons.

REFERENCES:

Signed:

Name of Person Authorized to Sign for the Bidder

Title

Date

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the _____
(Name of Corporation)

_____ duly called and held on _____
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That _____
(Name of Individual)

the _____ of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

_____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____ DATE: _____

NOTE: This form must be completed if the Successful Bidder is a corporation.