

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

BID 21540, REGIONAL COOPERATIVE BID FOR ROAD SAND

Issued: September 17, 2015
Due: October 2, 2015, at 11:30 a.m.

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BIDDING AND CONTRACT REQUIREMENTS

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

September 17, 2015

INVITATION FOR BID 21540

INVITATION:

Sealed bids are requested by the Town of Plymouth for cleaned and washed road sand on a regional or individual basis for the 2015-2016 season. This is a regional cooperative bid representing 19 municipalities. This bid includes all sites owned or managed by the Plymouth Housing Authority.

Bids are to be submitted by 11:30 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 21540, Road Sand".

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 the bid to the responsive and responsible bidder offering the 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. Prices for delivery to the various sites should include delivery charges, no additional charges will be allowed.
2. The Successful Bidder shall replace or make good, without cost to the town, defective material furnished hereunder by the Seller.
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 Contractor and may result in an unenforceable claim.
6. For the use of material other than the one specified, the Seller shall assume the cost of and responsibility for satisfactorily supplying the material specified.
7. Except as otherwise provided for by the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, the Seller shall not have any right of appeal from the decision of the town condemning any materials furnished if the Seller fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Seller shall pay the difference between the amount bid and the actual cost.
8. 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 required by the bid.
9. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, or to advertise for new proposals as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town and the Housing Authority within thirty (30) business days after opening bids. The Town reserves the right to require samples of materials for inspection and testing.
10. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, and to advertise for new proposals if deemed to be in the best interests of the town(s). The town(s) reserve 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 THE 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 contractor.
- 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 by 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. Road sand shall consist of clean, inert, hard, durable grains of quartz or other hard substances, free from loam or clay, surface coatings and deleterious materials. The allowable amount of material passing a number 200 mesh sieve as determined by AASHO-T11 shall not exceed .05% by weight. **All sand must be cleaned and washed.**

2. The right is reserved to cancel any unfilled portion of the contract if, in the opinion of the municipalities designee, the sand supplied or the method of delivery are not satisfactory or are not in accordance with the terms of this specification.

3. The quantities are approximate and the towns do not expressly or by implication agree that the amount of road sand will correspond therewith, but reserve the right to increase or decrease the quantity in accordance with needs.

3. Each of the participating towns reserves the right to exercise the option for the purchase of such quantities or such quantities as it might determine. Each town further reserves the right to order sand either delivered or F.O.B. at the depot (supplier's stock pile).

<u>Municipality</u>	<u>Quantity</u>
BARNSTABLE	2000 tons
BREWSTER	2000 tons
CARVER	2670 tons
CHATHAM	500 tons
COHASSET	1500 tons
EASTHAM	200 tons
HALIFAX	500 tons
HULL	2500 tons
KINGSTON	100 tons
LAKEVILLE	2200 tons
MARION	2000 tons
MASHPEE	2000 tons
MATTAPOISETT	1200 tons
NANTUCKET	100 tons
PEMBROKE	7500 tons
PLYMPTON	1500 tons
SANDWICH	4000 tons
WHITMAN	1500 tons
YARMOUTH	200 tons
PLYMOUTH HOUSING AUTHORITY	tons

6. 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.

7. 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.

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

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 11:30 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 21540. 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 SAND FOR THE FOLLOWING MUNICIPALITIES:

BARNSTABLE	\$ _____/ton	MARION	\$ _____/ton
BREWSTER	\$ _____/ton	MASHPEE	\$ _____/ton
CARVER	\$ _____/ton	MATTAPOISETT	\$ _____/ton
CHATHAM	\$ _____/ton	NANTUCKET	\$ _____/ton
COHASSET	\$ _____/ton	PEMBROKE	\$ _____/ton
EASTHAM	\$ _____/ton	*PLYMPTON	\$ _____/ton
HALIFAX	\$ _____/ton	SANDWICH	\$ _____/ton
HULL	\$ _____/ton	WHITMAN	\$ _____/ton
KINGSTON	\$ _____/ton	YARMOUTH	\$ _____/ton
LAKEVILLE	\$ _____/ton	PLYMOUTH HOUSING	\$ _____/ton

***All sand deliveries must be 10 wheelers or tri-axles. No trailers.**

BIDDER _____

 AUTHORIZED SIGNATURE

COUNTY _____

 Printed Name and Title

STATE OF INCORPORATION _____

 Date Offered

PHONE _____

FAX _____

E-MAIL _____

TAX I.D. # _____

TOWN OF PLYMOUTH
REFERENCES OF BIDDER

By signing this page, the bidder certifies that he/she has a minimum of three years experience in performing work of this nature.

Please also provide the names of at least three clients, including any cities or towns, for which the bidder has provided this type of work 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 contractor is a corporation.