

City of Salem/North Shore Cooperative



Invitation for Bids

S-12

Highway Salt for Fifteen (15) Subdivisions

October 3, 2016

BIDS DUE:

Tuesday, October 18, 2016, 11:00 AM

*Late bids will be rejected

Whitney C. Haskell
Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com
(978) 619-5695

**INVITATION FOR BIDS
S-12
HIGHWAY SALT
COVER SHEET**

PLEASE PRINT OR TYPE:

Name of Bidder:	Contact Individual:		
Address:			
#	Street	City/Town	Zip Code
Phone:	Alternate Phone:		
Email Address:	Social Security/Federal Tax Identification Number:		
Authorized Signature: _____			

**INVITATION FOR BIDS
S-12
HIGHWAY SALT
CHECKLIST**

Submissions:

- Please Check**
- Completed Cover Sheet
- Bidder's Checklist (this sheet)
- Bid Form
- Signed Certificate of Non-Collusion
- Signed Tax Compliance Certification
- Certificate as to Corporate Bidder
- Reference Form
- Contract Information Sheet
- 5% Bid Deposit
- Acknowledgement of Addenda: _____ *(if applicable)*
(#s)

**INVITATION FOR BIDS
S-12
HIGHWAY SALT
BID FORM**

***All prices and \$/ton**

Initial Term (December 1, 2016-November 30, 2017):

Delivered (including transportation):	_____ dollars and _____ cents <i>(words)</i>	\$ _____ <i>(figures)</i>
At Plant	_____ dollars and _____ cents <i>(words)</i>	\$ _____ <i>(figures)</i>

Option Year 1 (December 1, 2017-November 30, 2018):

Delivered (including transportation):	_____ dollars and _____ cents <i>(words)</i>	\$ _____ <i>(figures)</i>
At Plant	_____ dollars and _____ cents <i>(words)</i>	\$ _____ <i>(figures)</i>

Option Year 2 (December 1, 2018-November 30, 2019):

Delivered (including transportation):	_____ dollars and _____ cents <i>(words)</i>	\$ _____ <i>(figures)</i>
At Plant	_____ dollars and _____ cents <i>(words)</i>	\$ _____ <i>(figures)</i>

Signature of Authorized Representative: _____

Printed Name: _____

Date: _____

INVITATION FOR BIDS
S-12
HIGHWAY SALT
REQUIRED CERTIFICATIONS

A. NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of authorized individual submitting the bid)

(Name of Business)

B. TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized individual submitting the bid)

(Name of Business)

(Social Security or Federal Tax Identification Number)

C. CERTIFICATE OF CORPORATE BIDDER

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

Dated: _____

**INVITATION FOR BIDS
S-12
HIGHWAY SALT
REFERENCE FORM**

(1) Reference Name (Contact Person):	City/Town/Company:	
Address:		
Phone:	Fax:	Email:
Dates of Services Provided: ____ / ____ / ____ to ____ / ____ / ____		
Description of Services Provided:		

(2) Reference Name (Contact Person):	City/Town/Company:	
Address:		
Phone:	Fax:	Email:
Dates of Services Provided: ____ / ____ / ____ to ____ / ____ / ____		

Description of Services Provided:		
(3) Reference Name (Contact Person):		City/Town/Company:
Address:		
Phone:	Fax:	Email:
Dates of Services Provided: ____ / ____ / ____ to ____ / ____ / ____		
Description of Services Provided:		

**INVITATION FOR BIDS
S-12
HIGHWAY SALT
CONTRACT INFORMATION**

Delivery Lead Time:	
Location of Stockpile: (must be in Massachusetts)	
Address of on-site pick up: (if applicable)	
Main Contact Telephone Number:	
Emergency Telephone Number:	

*Each bidder shall indicate the necessary lead to time for delivery. Maximum delivery time shall be 48 hours. Bidders shall also indicate the locations of stockpiles and on-site pick-up, if applicable.

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

Acting in accordance with Chapter 7, Section 22B, of the Massachusetts General Laws, as amended by Chapter 53 of the Acts of 1971, the below named Political Subdivisions have agreed to enter into a Cooperative bid for the purchase of Highway Salt.

The term of this contract shall be for the period of one year, with the option to renew for up to two additional years in one year increments. The initial term is expected to commence on or around December 1, 2016 and terminate November 30, 2017. The options to renew may be exercised at the sole discretion of the Cooperative.

1.2 PRODUCT SPECIFICATIONS

The product must meet ASTM D632-99 Standards: Sodium Chloride (NaCl) – Minimum percent purity: 97.0. Minimum truckload 20-22 tons.

1.3 ESTIMATED QUANTITIES

The estimated quantities set forth by each political subdivision are indicated below:

Community	Estimated Quantities (in tons)
Beverly	5000
Danvers	5000
Everett	5400
Lynn	9500
Lynnfield	5000
Lynn Water and Sewer	300
Medford	7500
Nahant	800
Peabody	6500
Revere	4000
Salem	4500
Saugus	4000
Somerville	12000
Swampscott	3000
Winthrop	2000
Total Estimated Tons	74500

The bidders acknowledge the fact that the communities must state bid quantities in complying with M.G.L. chapter 30B, however, the bidders recognize that, pursuant to M.G.L. Chapter 30B, section 13(4) the actual quantities may be substantially less or more, depending on the season under Chapter 30B. The successful bidder must guarantee the price for any lesser or greater quantity purchased.

1.4 POINTS OF DELIVERY

Community	Point of Delivery
Beverly	City Yard, Park Street

Danvers	Public Works Yard, Hobart Street
Everett	19 Norman Street
Lynn	1. City Yard, 250 Commercial Street 2. Salt and Sand Depot, Parkland Avenue
Lynnfield	Town Highway Garage, Summer Street
Lynn Water and Sewer	400 Parkland Avenue, Lynn
Medford	City Yard, 21 James Street
Nahant	Public Works Yard, Flash Road
Peabody	1. Public Works Garage, 50 Farm Avenue
Revere	City Yard, 321 Charger Street
Salem	Public Works Garage, 5 Jefferson Avenue
Saugus	515 Main Street
Somerville	City Yard, Franey Road
Swampscott	Public Works Yard, 200 Paradise Road (Rte. 1A)
Winthrop	DPW Yard, 100 Kennedy Road

1.5 APPLICABLE LAW

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30B, section 5.

1.6 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Invitation for Bids shall be incorporated by reference into any contract that may result.

1.7 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within thirty (30) days after the bid opening. The Contractor must agree to hold its bid prices firm for that period.

1.8 RIGHT TO CANCEL/REJECT

The Cooperative reserves the right to cancel this Invitation for Bids or reject in whole or in part any and all bids if it is determined that cancellation or rejection serves the best interests of the Cooperative.

1.9 OBTAINING THE INVITATION FOR BIDS

The Invitation for Bids shall be available beginning, Monday, October 3, 2016/

The Invitation for Bids and related documents shall be available for free download from the City’s Purchasing Department website at www.salem.com/purchasing under “Open Procurements.”

Hardcopies of the Invitation for Bids and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970, between the hours of 8:00 AM-4:00 PM on Monday-Wednesday, 8:00-7:00 PM on Thursday, and 8:00 AM-12:00 PM on Friday.

PART 2. INSTRUCTIONS TO BIDDERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a bid. Bids must be sealed and marked as noted.

2.1.1 BID PRICING FORM

Every bid must include a completed 'Bid Pricing Form'. See attached.

2.1.2 NON-COLLUSION

Every bid must include a certification of good faith, certifying that the bid was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

2.1.3 TAX COMPLIANCE

Every bid must include a written certification that the bidder has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

2.1.4 CORPORATE BIDDER

If the bid is being submitted by a corporation, the bid must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

2.1.5 REFERENCE FORM

Every bid must be accompanied by at least three (3) professional references.

2.1.6 BID DEPOSIT

Each bid must be accompanied by a deposit equal to five percent (5%) of the amount of the bid. The bid deposit may be in the form of a certified treasurer's or cashier's check payable to the City of Salem from a responsible bank or trust company; cash; or a bid bond.

2.2 BID DELIVERY

Below please find a description of the manner in which sealed bids must be submitted.

2.2.1 DUE DATE AND TIME

Bids shall be received by the Office of the Purchasing Agent on or before **11:00 AM, on Tuesday, October 18, 2016.**

Any bid received after that time shall be rejected as non-responsive.

2.2.2 ADDRESS

Sealed bids shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970

2.2.3 HOURS OF OPERATION

Bids must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

2.2.4 COPIES

Bidders must submit one (1) original and one (1) copy of the bid.

2.2.5 LABELING

The outside of the envelope containing the sealed bid must be labeled with 1) the bid number 2) the bid opening date and time and 3) the name of the bidder.

2.3 SIGNATURES

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS/REQUESTS FOR CLARIFICATION

Questions concerning this Invitation for Bids must be submitted in writing to: Whitney Haskell at whaskell@salem.com at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the Invitation for Bids.

2.4.2 CHANGES

If any changes are made to this Invitation for Bids, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all bidders on record as having picked up the Invitation for Bids.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Salem prior to the time and date set for bid opening.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the Invitation for Bids.

After the bid opening a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled bid opening, 120 Washington Street, 3rd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

2.6 BID OPENING PROCEDURE

At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

PART 3. EVALUATION AND SELECTION

3.1 RULE FOR AWARD

Any contract(s) that result from this procurement will be awarded to the low bidder for the first year term 2013-2014. Each subdivision reserves the right to also contract with the second lowest bidder, for occasions when the low bidder is unable to perform within allotted 48 hours. Each subdivision will execute its own contract(s).

PART 4. TERMS AND CONDITIONS

4.1 TERM OF CONTRACT

The performance period for any contract that results from this Invitation for Bids shall commence on or around December 1, 2016 and terminate on or around November 30, 2017, with option to renew for up to two additional years in one year increments, exercisable at the discretion of the Cooperative.

4.2 ASSIGNMENTS AND SUBCONTRACTING

The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City. The successful bidder shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4.3 PAYMENT

The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City of Salem. The Successful Bidder shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

Invoicing for all work must be done weekly and must be accompanied by copies of original bills for material used. Billing must separate labor and itemize materials

4.5 CHANGE ORDERS AND ADJUSTMENTS

Any request for a change order or adjustment must be submitted in writing and contain, an explanation of the need for the change order, a statement of work including a cost breakdown of each addition, and a statement that the change order is in the best interest of the awarding authority. The City is not obligated to pay for change orders that are not approved in writing, by the original contract signatories. Three (3) copies of the change order shall be required.

4.6 INDEMNIFICATION

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

4.7 FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

4.8 STATEMENT OF WORK

Except as otherwise specifically stated in the bid and contract documents the selected contractor shall secure, at its own expense, all necessary permits and licenses and comply with all city and state codes and regulations. The selected contractor shall provide and pay for all materials, equipment, labor, tools, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever for his performance of the Contract within the specified time, and required for this project. The selected contractor must provide all materials and equipment free of any lien, claim or encumbrance.

4.9 SAMPLE CONTRACT

See 'Sample Contract' attached.

ATTACHMENT A-SAMPLE CONTRACT

**CITY OF SALEM
DEPARTMENT OF PUBLIC WORKS
HIGHWAY SALT
CONTRACT # S-12**

This Contract made this ___ day of _____, by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, (hereinafter, the “City”), and _____, a corporation with a business address at _____ (hereinafter, the “Engineer”).

Article 1
Scope of Services

The Engineer shall provide the City of Salem with all labor, materials, and supervision to provide _____ in accordance with Invitation for Bids S-08 which is incorporated herein in full. Contract documents shall include said Invitation for Bids, Vendor’s bid dated _____, and Insurance Certificates, all of which are incorporated by reference.

Article II
Term of Contract

This contract shall be effective _____, with the option to renew for up to two (2) additional one-year terms. The City shall retain the sole discretion in the exercise of each option to renew, any such option to be exercised following proper notice to the Vendor. The exercise of each option to renew shall be subject to appropriation.

Article III
Compensation

Compensation for work performed pursuant to the Contract shall be paid in compliance with the amounts listed in Attachment B.

Article IV
Affirmative Action

The parties hereto agree that it shall be a material breach of the contract for the Engineer to engage in any practice which shall violate any provision of the Massachusetts General Laws, Chapter 151B, relative to discrimination or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

Article V
Compliance with Laws

The Vendor shall comply with all Federal, State, and local laws, rules, regulation and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits and approvals.

Article VI
Incorporation of G.L.

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as through such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Vendor.

Article VII
Independent Contractor

The Contract acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the Town for any purpose.

Article VIII
City's Liability

The City's liability under this Contract shall be to make all payments when they shall become due, and the City shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Mayor, City Council or other officer in the City, or their successors in office, personally liable for any obligation under this Contract.

Article IX
Indemnification

The Vendor shall indemnify and hold harmless the City, its officers, boards, agents and employees, commissions, and committees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Vendor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the City may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the City against such claims, costs and expenses.

Article X
Insurance

A. The Vendor shall obtain and maintain during the term of this Contract the insurance coverage required in the Invitation for Bids

B. All policies shall identify the City as an additional insured (except Workers' Compensation) and shall provide that the City shall receive written notification at least 30 days prior to the effective date of any amendments or cancellation. Certificates evidencing all such coverage shall be provided to the City upon execution of this Contract. Each such certificate shall specifically refer to the Contract

and shall state that such insurance is required by the Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for termination.

Article XI
Assignment

The Vendor shall not assign, sublet, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the City and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the City

Article XII
Inspection and Reports

The City shall have the right, at any time, to inspect the work of the Vendor, including the right enter upon property owned or occupied by the Vendor, whether situation within or beyond the limits of the City. Whenever requested, the Vendor shall immediately furnish to the City full and complete written report of his operation under this Contract in such detail and with such information as the City may request.

Article XIII
Termination for Cause

If, at any time during the term of this Contract, the City determined that the Vendor has breached the terms of this Contract by negligently or incompletely performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the City, or by not complying with the direction of the City or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provision, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Vendor to cure such breach within 10 days. The Vendor specifically agrees that it shall indemnify and hold harmless the City as provided in Article IX, from any loss, damage, cost, change, expense or claim arising out of resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the Vendor fails to cure said breach within 10 days, the City may, at its election at any time after the expiration of said 10 days, terminate the Contract by giving written notice thereof to the Contractor specifying the effective date of termination. Upon the date so specified, this Contract shall terminate. Such terminate shall not prejudice or waive any rights or action which the City may have against the Contractor up to the date of such termination and the Vendor shall be liable to the City for any amount which it may be required to pay in excess of the Contract sum provided herein in order to complete the work specified herein in a timely manner.

XIV
Notice

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Article XV
Severability

If any term of condition of the Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced

Article XVI
Governing Law

The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of the appropriate courts for the adjudication of disputes arising out this Contract.

Article XVII
Entire Agreement

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by written document executed by the parties hereto.

AECOM:
By:

CITY OF SALEM:
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

Whitney Haskell,
Purchasing Agent

Approved as to form: _____
Elizabeth Rennard, Esq.,
City Solicitor