

**LEGAL NOTICE
TOWN OF EASTHAM
INVITATION TO BID
Beach Cleaner
June 10, 2012**

The Town of Eastham will accept sealed bids for the purchase of a Tow Behind Beach Cleaner. Bids will be accepted until **June 26, 2012 at 2:00 p.m.** at which time all bids will be opened and read publicly at Eastham Town Hall. Sealed bids must be submitted with the envelope clearly marked "Beach Cleaner" on the outside and addressed to Town Administrator, Eastham Town Hall, 2500 State Highway, Eastham, MA 02642. Specifications and copies of this invitation to bid may be obtained from Vicky Anderson at the above address, by calling (508) 240-5900, or looking at the Town Website, www.eastham-ma.gov. All bids must be received by the time and date indicated, on official bid form, and in the manner prescribed to be eligible for consideration. Late, fax, or E-mail bids will not be considered. The Town Administrator reserves the right to accept and/or reject any bids and waive any informalities in bidding procedures to the extent allowed by law and make the awards as may be deemed to be in the best interest of the Town. AA/EOE

Sheila Vanderhoef
Town Administrator
Chief Procurement Officer

TOWN OF EASTHAM
INFORMATION FOR BIDDERS AND SPECIFICATIONS
Beach Cleaner
June 10, 2012

1.0 INTENT, RECEIPT AND OPENING OF BIDS

It is the intention of the Town of Eastham to purchase One (1), new, current production model Beach Cleaner. The successful bidder shall be a licensed dealer and able to deliver, install, and service a product consistent with specifications to follow.

Bids will be received on behalf of the Town at 2500 State Highway, Eastham, MA. 02642 until **June 26, 2012 at 2:00 p.m.** Such bids must be received in sealed envelopes clearly marked on the outside of the envelope **BID: Beach Cleaner**. The outside of the envelope must also show the name and address of the bidder.

Late, fax, or E-mail bids will not be considered. Bids received after the time and date established herein for the opening of the bids, **will not** be accepted or considered, regardless of the cause for delay in the receipt of such bids.

The Town Administrator reserves the right to accept and/or reject any and all bids and waive any informalities in bidding procedures to the extent allowed by law and make the award as may be deemed to be in the best interest of the Town. AA/EOE

2.0 BID FORM

Each bid shall be submitted on the required bid form, attached here as **Exhibit A**. Non-Collusion and Tax Compliance Certification attached hereto as **Exhibit B**, must be submitted with each bid and both must be signed by the same individual entering the bid. All bids or bidders not adhering to any of the requirements herein may be rejected.

3.0 BID DEPOSIT

Each bid submitted shall be accompanied by a bid deposit in the form of a certified check, bank treasurer's check, cashiers check, cash or bid bond issued by a surety company licensed by the State Division of Insurance, in an amount equal to 5% of the bid.

All bid deposits, except those of the two lowest responsible and eligible bidders shall be returned within five (5) days of the bid opening. The two (2) lowest bidder deposits shall be held until an award is made. If the successful bidder fails to deliver the product as awarded, the deposit shall become the property of the awarding authority as liquidated damages.

All bid deposits will be returned if no award is made within sixty (60) days after the date of opening of the bids.

4.0 COMPARISON OF BIDS

Contract will be awarded to the low, responsive, responsible bidder who submits the lowest Total Bid Price. Total bid price to include all obligations including administrative expenses, title transfer fees, etc.

Tied Bids. In the event that two bidders offer the same product at the same price with under the same conditions, the decision will be made by coin toss conducted by the awarding authority. Tied bidders will be notified of the time and place of the coin toss and be invited to attend.

5.0 WITHDRAWAL and/or MODIFICATION OF BIDS

Any bid may be withdrawn or modified prior to the opening of bids by withdrawing the bid and resubmitting prior to the opening or submitting prior to the opening. All bids and modifications must be delivered to Town Hall prior to the bid opening. Any bids or modifications received after that time will not be considered, regardless of cause for delay.

6.0 MINIMUM SPECIFICATIONS

General

The intent of these specifications is to describe a hydraulically operated beach cleaner which will be towed behind the Eastham DPW’s existing all wheel drive tractor. The beach cleaner will be used by town staff to clean unwanted debris, 3/8 “ or larger, such as cigarette butts, glass, cans, plastic, seaweed and wood from Eastham’s maintained salt water bathing beaches without removing the beach sand. The beach cleaner shall be able to be towed over the road to the beaches and be able to dump debris directly into the back of a truck with a dump body height of 8 feet. As the tractor is used for a variety of purposes, the beach cleaner must be readily attachable/detachable from Eastham’s tractor by one person without the use of tools.

The Town’s decision on what constitutes acceptable removal of unwanted debris from the beach and the ability of the beach cleaner to meet these performance specifications is not subject to discussion. The contractor shall be responsible for visiting Eastham’s maintained beaches to make sure their machine will operate acceptably on them.

6.1 Existing Tractor – The beach cleaner will be towed by a 2010 Kubota M9600 all wheel drive tractor. The tractor has 18.4R 34 tires in the back and 13.6 R24 tires in the front. The contractor shall be responsible for providing and installing all hydraulic, electric, and mechanical components necessary to allow the tractor to operate the beach cleaner for its intended purpose described above. The contractor shall be responsible for personally inspecting the tractor at the Eastham DPW Highway Barn located at 555 Old Orchard Road, Eastham MA.

6.2 Corrosion resistance -As the beach cleaner is operating in a salt water environment, the entire frame and all structural components of the machine shall be hot dipped galvanized (4 mil min) after fabrication. This includes lifting arms, moldboard, leveling devices, and shields - this includes interior surfaces of all components. Any components fabricated by welding shall be hot dipped galvanized as describe above after welding is complete. All paint to be polyurethane enamel.

COMPLIES(?) Yes_____ No_____ **Exceptions:**_____

All hardware, fasteners, and tines, shall be stainless steel.

Wheels shall be aluminum or galvanized steel with stainless spring loaded bearing lubricators

Conveyor shall be made of reinforced rubber and nylon

COMPLIES(?) Yes_____ No_____ **Exceptions:**_____

6.3 Material Hopper – to safely dump several loads hydraulically into the back of Eastham’s Peterbilt dumps without damaging the trucks or sideboards

- A. 2.5 cubic yard minimum
- B. Hot dipped galvanized
- C. 4,000 lb. lift capacity.

COMPLIES(?) Yes_____ No_____ **Exceptions:**_____

6.4 Moldboard – to level the beach and fill holes in front of the beach cleaner

- A. The moldboard shall be hydraulic operated from the tractor cab.
- B. Minimum width 7 feet
- C. Two hydraulic cylinders with stainless tubing

COMPLIES(?) Yes_____ No_____ **Exceptions:**_____

6.5 Finisher – to leave a ribbed pattern in the beach and smooth tire tracks

- A. Hydraulically operated
- B. Width shall be wide enough that no tracks from the beach cleaner or Eastham’s tractor are left on the beach after cleaning
- C. Finisher shall be made of corrosion and abrasion resistant material

COMPLIES(?) Yes_____ No_____ **Exceptions:**_____

6.6 Conveyor – Perforated to minimize the unwanted removal of sand.

6.7 Cleaning capacity – beach cleaner will be used on tidal beaches in the limited time between employee start time and the time the beaches open

- A. Minimum width 7 feet
- B. 8 acres per hour with Eastham’s tractor in wet or dry sand
- D. 6” cleaning depth

COMPLIES(?) Yes_____ No_____ **Exceptions:**_____

6.8 Tires – Flootation tires suitable for operation on soft sand with a full load

COMPLIES(?) Yes_____ No_____ **Exceptions:**_____

6.9 Warranty

All warranties expressed or implied, one year factor warranty on all components.
 Minimum two year full machine warranty parts and labor
 Minimum four year elevating conveyor screen warranty

COMPLIES(?) Yes _____ No _____ Exceptions: _____

7.0 Manuals:

Complete Operations, Parts and Service for all equipment.

COMPLIES(?) Yes _____ No _____ Exceptions: _____

8.0 Experience:

Contractor shall have supplied at least three beach cleaners for government agencies

COMPLIES(?) Yes _____ No _____ Exceptions: _____

9.0 Training

The contractor shall install the beach cleaner on the tractor and provide one day of training town staff to operate, maintain, and service it

10.0 SILENCE OF SPECIFICATIONS

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

11.0 DELIVERY

The contractor shall deliver and install the beach cleaner at the Eastham DPW within 60 days of award.

12.0 SUBMISSION REQUIREMENTS

All bids for consideration must be received no later than the date and time indicated, and in the manner prescribed to be eligible for consideration. Late, faxed, and/or e-mail proposals will not be accepted.

Bids should be addressed and marked as follows:

Chief Procurement Officer

Eastham Town Hall

2500 State Highway

Eastham, MA. 02642

“BID: Beach Cleaner”

Bids are to be received no later than June 26, 2012, at 2:00 PM, at which time and place bids will be opened and recorded.

EXHIBIT A
TOWN OF EASTHAM
INVITATION TO BID
Beach Cleaner

BID

BID IDENTIFICATION: **Beach Cleaner**

THIS BID SUBMITTED TO:

Chief Procurement Officer
 Eastham Town Hall, 2500 State Highway
 Eastham, MA 02642

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with OWNER, to complete all Work as specified or indicated in the Contract Documents for the Contract Lump Sum Price(s) during the Contract period of July 1, 2012 to September 30, 2012 and in accordance with the Contract Documents.
2. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - 3.1 BIDDER has examined copies of all the Bid Documents and any following addenda:

Date	Number
(Receipt of all of which is hereby acknowledged)	
 - 3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete all the Work assigned for Price(s) listed in the Bid Form.
5. BIDDER agrees that Work will conform to all Federal, State and local requirements.

7. Communications concerning this Bid shall be addressed to:

Company Name: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Bidder's Contact Person: _____

8. Bid comparison will be based on the bid price in accordance with the evaluation criteria in the bid document

9. The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, 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.

SUBMITTED on _____, 20__.

(Name of person signing bid)

(Company)

Amounts shown shall be given both in words and figures. In case of discrepancy, the amount in words shall govern.

BID PRICE for Beach Cleaner delivered and installed:

\$ _____

Amount in figures

\$ _____

Amount in words

BID EVALUATION CRITERIA: Contract will be awarded to the low, responsive, responsible bidder who submits the lowest Total Bid Price for a Beach Cleaner meeting these specifications. Total bid price to include all obligations including, administrative expenses, title transfer fees, etc.

BIDDER IDENTIFICATION AND SIGNATURE:

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

TELEPHONE _____

DATE _____

Required Attachments:

- (1) Certificate of Non-collusion.
- (2) State Taxes Certification Clause.
- (3) List of References for beach cleaners
- (4) Manufacturer's specifications for beach cleaners

EXHIBIT B

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the 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 individual signing bid or proposal)

(Name of business)

STATEMENT OF TAX COMPLAINE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal
Identification Number

Signature of individual signing
Bid or proposal

Exhibit C
List of References

Bidders must provide a list of at least 3 government agencies to which similar equipment has been supplied, along with a name of a contact person and phone numbers. If towns have not been supplied, provide a list of 5 customers, which may be contacted.

1. Agency: _____

Contact: _____ Phone: _____

Vessel type: _____

2. Agency: _____

Contact: _____ Phone: _____

Vessel type: _____

3. Agency: _____

Contact: _____ Phone: _____

Vessel type: _____

**TOWN OF EASTHAM
AGREEMENT BETWEEN CONTRACTOR AND OWNER**

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2012 by and between the TOWN OF EASTHAM, Massachusetts, hereinafter called the OWNER, and _____ with legal address and principal place of business at _____ hereinafter called CONTRACTOR.

1. WITNESSETH - That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to supply the OWNER a Beach Cleaner hereinafter called the product, upon demand of the OWNER, made as hereinafter provided, at DPW Facility located at 555 Old Orchard Road within sixty (60) days of the date of Award.

The CONTRACTOR shall at his/her own proper cost and expense furnish all materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said work in accordance with the conditions and procedures stated in the Bid and in accordance with the following requirements.

1. Notice to Deliver and Delivery of Product. The OWNER will notify the CONTRACTOR by mail, telephone, or facsimile of the times and quantities of deliveries to be made under this Agreement. All deliveries shall be made during business hours, from 7:00 AM to 1:00 PM, Monday through Friday, to the Eastham DPW, unless otherwise directed as being delivered to specific alternate locations, which shall be noted at the time of ordering. The delivery shall be in the presence of and received for by an authorized employee of the Eastham DPW.

2. Billings. The CONTRACTOR shall bill the Department of Public Works upon delivery of the complete beach Cleaner

The Bid Specifications entitled “**Bid Specifications for Beach Cleaner**”, dated **May 15, 2012**, and the BID, are made a part hereof and collectively evidence and constitute the Contract.

The OWNER agrees to pay the CONTRACTOR for the performance of the contract and to make total payments in the amount of amount in words (\$amount in numbers), as stipulated above. The total contract amount shall not exceed \$_____ without written authorization of the OWNER.

This Agreement constitutes the entire Contract and there are no other agreements than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By _____

CONTRACTOR

Approved as to form

OWNER'S ATTORNEY

By _____

TOWN MANAGER

This is to certify that the Town of Barnstable, Massachusetts, has an appropriation, which is adequate to cover the cost of this contract.

OWNER'S ACCOUNTANT

Acceptance of Award

Date

Address

Dear :

RE: Beach Cleaner

On behalf of the Town of Eastham, I am pleased to inform you we have awarded you the contract for the purchase of a Beach Cleaner delivered to Eastham per the Town of Eastham Bid Specifications dated May 15, 2012, for the sum of amount in words (\$ amount in numbers). Please sign and return this letter as acceptance of the contract award.

Please coordinate delivery to the Eastham DPW located at 555 Old Orchard Road, Eastham MA with Neil Andres at 508-240-5973.

Thank you for your interest in doing Business with the Town of Eastham.

Sincerely,

Sheila Vanderhoef
Town Administrator

cc: Diane Rommelmeyer, Town Accountant
Neil Andres, Superintendent of Public Works

Signed

Date

Printed Name