

**LEGAL NOTICE
TOWN OF EASTHAM INVITATION TO BID
PURCHASE AND REMOVAL OF A COTTAGE**

The Town of Eastham will accept sealed bids for the sale of a 656 square foot one story cottage which must be moved from the current location. Bids will be accepted until **Thursday, June 28, 2012, at 2:00 PM** 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 "One Story Cottage" 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 **2:00 PM on Thursday, June 28, 2011**, 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
PURCHASE AND REMOVAL OF A ONE STORY COTTAGE**

1.0 INTENT, RECEIPT AND OPENING OF BIDS

It is the intention of the Town of Eastham to dispose of a 656 square foot one story cottage located at 590 Steele Road. The successful bidder will remove the building and contents from the site.

Bids will be received on behalf of the Town at 2500 State Highway, Eastham, MA. 02642 until **THURSDAY, JUNE 28, 2012 AT 2:00 p.m.** Such bids must be received in sealed envelopes clearly marked on the outside of the envelope **BID: One Story Cottage**. 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 COMPARISON OF BIDS

Contract will be awarded to the responsive, responsible bidder who submits the highest bid.

In the event that two bidders offer the same price under the same conditions, the decision will be made by coin toss conducted by the awarding authority and in the presence of the tied bidders.

4.0 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.

5. MINIMUM SPECIFICATIONS

The bidder shall be responsible for all permits and permit fees.

The bidder will purchase the cottage and complete all the work assigned for the price listed in the Bid Form.

The bidder agrees that work will conform to all Federal, State, and local requirements.

The bidder shall remove the cottage and contents from the site. The foundation, well, and septic system may be left on the site. The site, however, must be left with no wood debris and any trenches and/or holes shall be filled so that the site is safely secured.

The town will coordinate the disconnection of the utilities from the structure. It shall be the responsibility of the bidder to verify that all utilities are disconnected

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. 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 **June 28, 2012** to **September 1, 2012**, and in accordance with the Contract Documents.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

2.1 BIDDER has examined copies of all the Bid Documents.

2.2 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.

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

6. **Description of cottage:** See attached Assessor's field card.

7. **Mandatory Site Visit**

All bidders shall attend a mandatory site visit to be held on **FRIDAY, JUNE 22, 2012** between **1:00 PM AND 3:00 PM**. No site access is authorized at any other time.

8. Insurance

- a. The contractor shall carry and maintain insurance, as required by applicable laws and regulations, but not less than specified below and in such form as shall protect the Town from all claims and liability for damage and personal injury, including accidental death, and for property damage which may arise from the operations covered under this agreement. The minimum coverage and amounts of such insurance shall be as follows:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury	\$1,000,000 Each Occurrence
General Aggregate	\$3,000,000 Aggregate
Products Completed Operations	\$3,000,000 Aggregate
Bodily Injury and Property Damage	\$1,000,000 Each Occurrence

WORKER'S COMPENSATION

As Required by Massachusetts General Laws	\$500,000 Each Accident
	\$500,000 Contract Limit
	\$500,000 Each Employee

The policies shall be so written that the Town of Eastham will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. A Certificate of Insurance from the insurance carrier, stating the limits of liability and the expiration date, shall be filed with the Town before operations may commence. The Town will be noted as an additional insured on the certificate.

10.0 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: One Story Cottage”

Bids are to be received no later than THURSDAY, JUNE 28, 2012 at 2:00 PM, at which time and place bids will be opened and recorded.

EXHIBIT A
TOWN OF EASTHAM INVITATION TO BID
PURCHASE AND REMOVAL OF A ONE STORY COTTAGE

BID

BID IDENTIFICATION: One Story Cottage 590 Steele Road Eastham MA

THIS BID SUBMITTED TO:

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

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

BID PRICE for purchase and removal of one story cottage at 590 Steele Road in accordance with these contract documents:

\$ _____
Amount in figures

\$ _____
Amount in words

BIDDER IDENTIFICATION AND SIGNATURE:

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

E-MAIL _____

TELEPHONE _____

CONTACT PERSON _____

DATE _____

Required Attachments:

- (1) Certificate of Non-collusion.
- (2) State Taxes Certification Clause.

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)

(Printed name of individual signing bid)

(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: _____