

**TOWN OF EASTHAM  
REQUEST FOR BID  
PUMPING FIRST ENCOUNTER AND COOKS BROOK TIGHT TANKS**

The Town of Eastham is requesting written bids for the pumping of two (2) tight tanks at First Encounter and Cooks Brook Beaches in the Town of Eastham on an as needed basis.

The purpose of this request is to select a company and price which provides for the Town pumping services as detailed in the specifications.

Bids will be received by the Town of Eastham at Eastham Town Hall, Office of the Town Administrator, 2500 State Highway, Eastham, MA 02642, until **Tuesday, July 26, 2011 at 2:00 p.m.** at which time and place the bids will be opened and recorded. Such bids must be received in sealed envelopes clearly marked on the outside of the envelope: **“BID: PUMPING FIRST ENCOUNTER AND COOKS BROOK TIGHT TANKS.”** The outside of the envelope must also show the name and address of the company.

Bids should be addressed and marked as follows:

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

**Bids are to be received no later than Tuesday, July 26, 2011 at 2:00 p.m.**

Bids received after this time will be deemed non-responsive and will not be accepted. Responses to the Request for Written Bids must include all required documents, completed and signed per the instructions, and attached forms included in this packet. These guidelines will be strictly enforced. Applicants are cautioned to allow sufficient time for their bids to be hand-delivered or mailed. The Town of Eastham reserves the right to reject any and all bids that are not in the best interest of the Town.

**Any company applying for this work must be registered with the Town of Eastham prior to commencement of work.**

**I. SPECIFICATIONS**

Bidders must pump and provide services as required below for:

One (1) 5,000 gallon tank located at First Encounter Beach, 1620 Samoset Road, and one (1) 2,500 gallon tank located at Cooks Brook Beach, 600 Steele Road, Eastham.

1. A regular pumping schedule of no less than one (1) time per week, which includes holidays or weekends.
2. Available for off-time pumping within 24 hours after receiving a call.

**COMPLIES**

\_\_\_\_\_

\_\_\_\_\_

3. Has had experience pumping tight tanks. \_\_\_\_\_
5. Services must be billed to the town within 30 days of pumping, showing number of gallons pumped, day, time and location. \_\_\_\_\_
5. For septage delivered to the Tri-Town Septage Treatment Plant, the plant will bill the town directly.

**II. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY, LAWS AND REGULATIONS/PREVAILING WAGES**

1. The Contractor is directed to comply with all applicable State laws, Town by-laws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with such law, by-law, rule or regulation shall constitute grounds for the Town to terminate the agreement.

In the performance of the work, the Contractor shall comply with all applicable federal, state, and local laws and regulations relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the work site which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

2. The attached Prevailing Wage Rates must be posted at the work site in accordance with M. G. L. ch. 149, sec. 27.

**III. PERFORMANCE BOND**

A performance bond in the amount of \$500, as a Cashier's Check or Insurance Bond, shall be provided to the Town by the contractor upon award of the project. Should the contractor fail to make delivery, maintain the facilities, or respond to the Town's requests in accordance with specification, the bond may be forfeited to the Town as liquidated damages.

**IV. INSURANCE**

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 damaged from 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<br>\$3,000,000 Aggregate |
| Property Damage | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate |

**AUTOMOBILE LIABILITY**

|                 |                             |
|-----------------|-----------------------------|
| Bodily Injury   | \$1,000,000 Each Occurrence |
| Property Damage | \$1,000,000 Each Occurrence |

**UMBRELLA POLICY**

|                   |             |
|-------------------|-------------|
| General Liability | \$2,000,000 |
|-------------------|-------------|

**WORKERS' COMPENSATION**

|   |  |
|---|--|
| As required by Massachusetts General Laws | \$500,000 each accident<br>\$500,000 contract limit<br>\$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.

**V. AWARD OF CONTRACT**

The contract for the services will be awarded to the lowest responsive and responsible bidder whose bid for the services is the lowest of the respondents possessing the skill, ability and integrity necessary to the faithful performance of the work.

**VI. SUBMISSION REQUIREMENTS**

All applicants must submit all of the following information in the prescribed manner:

1. Bid of price per gallon to pump tight tanks;
2. Bid should be submitted in triplicate.

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 considered.

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

**“BID: PUMPING FIRST ENCOUNTER AND  
COOKS BROOK TIGHT TANKS”**

**Bids are to be received no later than Tuesday, July 26, 2011, at 2:00 p.m. at which time and place the quotations will be opened and recorded.**

**TOWN OF EASTHAM**

**REQUEST FOR WRITTEN BIDS**

**PUMPING AT FIRST ENCOUNTER AND COOKS BROOK BATHHOUSES**

**BID**

Basic price per gallon to pump tight tanks \$ \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
Town/City, State and Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**TOWN OF EASTHAM**

**EXHIBIT B**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this price bid 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 if Individual signing bid

\_\_\_\_\_  
Business Name

**STATEMENT OF TAX COMPLIANCE**

Pursuant to MGL. 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