

INVITATION FOR BID (IFB)

SNOW PLOW BLADES, GRADER BLADES AND LOADER CUTTING EDGES



TOWN OF LONGMEADOW
MASSACHUSETTS

May 16, 2012

INVITATION FOR BID (IFB):

SNOW PLOW BLADES, GRADER BLADES AND LOADER CUTTING EDGES

**TOWN OF LONGMEADOW
MASSACHUSETTS**

The Town of Longmeadow, MA, is accepting bids for the supply of snow plow blades, grader blades and loader cutting edges. Complete specifications and IFB packet is available from the Town of Longmeadow, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, Phone: 413-565-4185. Bid documents are available during standard business hours, Monday-Thursday, 8am to 4:30pm; and 8am to noon on Fridays. Bid documents may also be obtained online at no charge at www.longmeadow.org, select 'Government', then select 'Department', then 'Purchasing', then select the link labeled 'Bid & RFP Finder', then select IFB documents by title. Bidders are encouraged to contact Chad Thompson to get on the bid list, others will be responsible for monitoring the website for the issuance if notices and addenda.

Sealed bids should be labeled 'IFB- SNOW PLOW BLADES, GRADER BLADES, AND LOADER CUTTING EDGES', followed by the company name and address and will be accepted at the office of the Longmeadow Procurement Manager until the bid deadline of **Wednesday, May 30, 2012 at 11:00am**. Late bids will be rejected. A public bid opening will immediately follow in the auditorium located at the same address.

All bids will be evaluated and awarded in accordance with the provisions established under Massachusetts General Law Chapter 30B. The Town of Longmeadow, acting through the Town Manager, the Awarding Authority reserves the right to reject any or all bids, waive informalities, and to award a contract in the best interest of the Town.

INSTRUCTIONS TO BIDDERS:

Objective:

The Town of Longmeadow is soliciting bids for the supply and delivery of snow plow blades, grader blades and loader cutting edges to the Department of Public Works located at 31 Pondsides Road in Longmeadow, Massachusetts, 01106. Through this Invitation for Bid, bidders will provide pricing which shall remain constant for one year from the contract effective date for the successful bidder. The contract will be inclusive of supply, shipping and delivery of equipment as specified.

Questions:

Questions should be submitted in writing to Chad Thompson-Procurement Manager by fax: 413-565-4185 or by email: cthompson@longmeadow.org. All binding responses to questions and comments that have not already been addressed in the IFB document should be written in the form of addenda. All questions, if any must be received by the Procurement Manager no later than 96 hours (4 days) prior to the bid deadline. Questions received after the deadline for questions will not be answered.

Submission of Bids:

Bids should be delivered to the Procurement Manager in a sealed envelope labeled 'IFB-Snow Plow Blades, Grader Blades and Loader Cutting Edges'. The outside of the sealed envelope should also contain the complete contact information of the bidder. Sealed bids should be delivered by the bid deadline of Wednesday, May 30, 2012 at 11:00am to the office of the Longmeadow Procurement Manager. The address for the delivery of bids is: Town of Longmeadow, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106. (phone: 413-565-4185). Late bids will be rejected. Immediately following the bid deadline there will be a public bid opening in the Community House auditorium located at 735 Longmeadow Street, Longmeadow, MA 01106.

Bids should be complete and should be submitted as requested with the Bid Submission Forms supplied by the Town. Conditional bids will not be accepted. The Town may check references to determine if the proposing organization submitting the bid is a responsible supplier. The Town reserves the right to request references and to check references. At the discretion of the Town, any unfavorable reference checks or lack of experience with the supply and delivery of equipment being bid may result in a bid rejection.

The following should be included with the bid submission:

- Completed bid submission forms. The non-collusion form is mandatory, failure to not complete the non-collusion and supply it with the bid submission will result in a bid rejection.

Contract Award:

The Town of Longmeadow, acting through the Town Manager, the awarding authority reserves the right to reject any or all quotes, waive minor informalities, and to award the contract in the best interest of the Town. All contracts are pending the availability of appropriated funds. The contract will be awarded to the responsive and responsible bidder offering the lowest price based on the “Annual ‘Total Price’ Estimate”, which is based on an estimate of annual purchase. In the event that there is a discrepancy or issue in interpretation of documented pricing on the bid submission form, the ‘unit price’ will be utilized in determining unit pricing and recalculating bid totals. The contract award will be with a single vendor who is capable of supplying and bids all equipment listed. Sample contract terms and conditions are provided for review below.

Payments:

Payment to the contractor will be based on actual quantities purchased by the Town which may be greater or less than the estimated quantities documented on the Bid Submission Form. The unit price paid to the successful contractor will remain constant with the unit price submitted by the bidder on their Bid Submission Form regardless of the quantities ordered by the Town. There will be no pre-payment for supplies. Following the delivery of supplies and receipt of a Town approved invoice, payments may be processed for supplies received.

Contract Requirements:

A Town sample standard contract is provided on the following page which contains terms and conditions. Upon contract award the successful contractor will be required to complete the contract and comply with all of terms and conditions of the contract. The successful bidder’s pricing will be firm for one year from the contract Effective date which will be July 1, 2012.

SAMPLE CONTRACT TERMS AND CONDITIONS: (To be completed upon contract award)

AGREEMENT: The following provisions shall constitute an Agreement between the Town of Longmeadow, acting by and through its Town Manager and/or Select Board, hereinafter referred to as "Town", and _____, the "Contractor", with an address of _____ hereinafter referred to as "Contractor", effective as of the first day of July, 2012. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall supply all equipment in accordance with the specifications contained in Attachment A: Town of Longmeadow IFB: Snow Plow Blades, Grader Blades and Loader Cutting Edges, dated May 16, 2012; & any Addenda issued (if any).

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required on or before June 30, 2013

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the supply and delivery of supplies as ordered by the Town outlined in Article 1. Compensation will be based on unit pricing as submitted on the Bid Submission Form of the Contractor which is: _____. Compensation will be in accordance with the provisions of the specifications as set forth in Attachment B, the Bid Submission Form from _____. The Contractor agrees to deliver said materials as needed and ordered by the Town. Unit pricing shall be FOB and inclusive of all shipping and handling expenses.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Longmeadow, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Longmeadow for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

SPECIFICATIONS

1. Bids for plow blades will include one roll of holes punched square or as specified by a Longmeadow DPW representative. The Contractor shall also provide hole spacing as requested by a Longmeadow DPW representative. These specifications should be confirmed with the Longmeadow DPW before orders are processed.
2. The quantities provided in the specifications are for information purposes only. Actual quantities may be more or less than the quantities specified.
3. All purchases shall be paid at bid unit pricing which shall be inclusive of all additional expenses which may include: shipping, freight, handling, delivery, fuel surcharges, fees, etc.
4. The awarded vendor shall deliver ordered equipment within 15 days from the placement of the order unless other arrangements have been made with the Longmeadow DPW.
5. **MINIMUM REQUIREMENT: Grader Blades are to be curved, painted, double bevel, and made of C1090 steel (carbon 90).** If brochures are available, provide a copy (or documentation) with your bid submission which will document exact specifications of the blades.
6. The term “Plow Blades” shall mean both wing blades and snow plow blades.
7. **MINIMUM REQUIREMENT: Plow blades will be painted and will have a Brinell hardness of between 250 and 350 and will be a C1090 steel (carbon 90).** Provide a copy (or documentation) with your bid submission which will document exact specifications of the plow blades.
8. **MINIMUM REQUIREMENT: Loader cutting edges are to be either heat treated or carbon. The heat treated edges must be a maximum temperature of the highest quality hot rolled Boron steel, and through-hardened to a 42-50 RC. The Carbon edges must be forged temperature with a Brinell hardness range of 250 to 350. Both carbon edges and heat treated edges must be equal in quality to Bucyrus blades.**
9. Any reference in the specifications to any product or supply shall be interpreted as establishing a standard of quality of product form and type as being equal and comparable to and shall not be construed as limiting competition. If alternate proprietary products of equal and comparable products are proposed, the Bidder shall supply product specifications with their bid so the Town can evaluate if it is an equal of comparable substitution.

The Town considers an ‘equal’ as an item equal to that named or described in the specifications. An item shall be considered equal to the item named or described if: 1) it is at least equal in quality, durability, appearance, strength and design; 2) it will perform at least equally the function imposed by the general design of the work being contracted for or the material being purchased; 3) it conforms substantially, even with deviations, to the detailed requirements of the items in the specifications; 4) it will perform in conjunction and with successfully interface with pre-existing

equipment that is currently stocked and is currently installed and in use. It is the Bidders responsibility to provide information and evidence for the Town to evaluate products that are proposed as 'equal' . The final evaluation and determination if a proposed product is equal or comparable will be at the sole discretion of the Town.

10. The annual estimates for the Longmeadow Department of Public Works is:

- A. Plow Blades: 1/2" x 6" x 11' = Quantity 18
- B. Plow Blades: 5/8" x 6" x 11' = Quantity 8
- C. Loader Cutting Edges: 3/4" x 8" x 2' = Quantity 40
- D. Grader Blades: = None

INVITATION FOR BID (IFB)

SNOW PLOW BLADES, GRADER BLADES AND LOADER CUTTING EDGES

BID SUBMISSION FORM (Pg 1 of 2)

CERTIFICATE OF 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.

Name of Person Signing Bid or Proposal

Vendor Name

Date

TAX COMPLIANCE CERTIFICATIONS

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under penalties of perjury that I, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes.

Vendor Name

Signature of Individual or Corporate Officer

Federal Tax Identification / Social Security No.

PRODUCT SPECIFICATIONS:

Does the proposed product meet the Minimum Requirements documented in the Specifications?

YES_____ , NO_____

Have you supplied information with your bid documenting product specifications of proposed products?

YES_____ , NO_____

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

_____, _____, _____, _____, _____, _____

INVITATION FOR BID (IFB)

SNOW PLOW BLADES, GRADER BLADES AND LOADER CUTTING EDGES

BID SUBMISSION FORM (Pg 2 of 2)

The undersigned, as bidder, declares that this proposal is made without collusion with any other person, firm, or corporation and that he/she agrees to furnish the product as detailed in the attached specifications for the following costs:

BID PRICING:

<u>PRODUCTS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Plow Blades: 1/2" x 6" x 11'	= 18 X	\$_____ EACH=	\$_____
Plow Blades: 5/8" x 6" x 11'	= 8 X	\$_____ EACH=	\$_____
Loader Cutting Edges: 3/4" x 8" x 2'	= 40 X	\$_____ EACH=	\$_____

ANNUAL TOTAL PRICE ESTIMATE= \$_____
(Sum of the 'Total' column)

BIDDER INFORMATION:

_____ COMPANY NAME	ADDRESS: _____
_____ CONTACT PERSON/TITLE	_____
_____ SIGNATURE	_____
_____ PHONE NUMBER	
_____ FAX NUMBER	_____ EMAIL ADDRESS