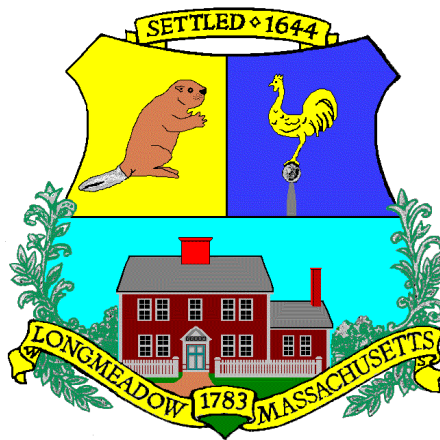


INVITATION FOR BID (IFB)

# WINTER SALT



TOWN OF LONGMEADOW  
MASSACHUSETTS

September 10, 2020

## **LEGAL NOTICE:**

### **INVITATION FOR BID (IFB):**

#### **WINTER SALT**

The Town of Longmeadow, MA, is accepting bids for winter salt, minimum sodium chloride (NaCl) Content of 95% winter salt. Bid documents may be accessed from the Town of Longmeadow Purchasing Department, Attn: Chad Thompson- Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 (Phone: 413-565-4185, [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org)) . Bid documents can also be obtained online at no charge through [www.longmeadow.org](http://www.longmeadow.org) , select 'Government' from the toolbar, then 'Purchasing', then select 'Bids & RFPs', the 'Bid & RFP Finder' to access the documents. Bidders are encouraged to register with the Purchasing Department, those that do not register with the Purchasing Department will be responsible for monitoring the website for updates and addenda. Failure to acknowledge the receipt of addenda may result in a bid rejection.

Sealed bids should be delivered to the Longmeadow Purchasing Department, and will be accepted until the bid deadline of **2:00pm on Thursday, September 24, 2020**. Enter the lower stairwell door located at the back parking lot side of the building, other doors may be locked. The outside of the bid submission envelope should be labeled with the bid title name: 'IFB: WINTER SALT' and complete contact information of the bidder. Late bids will be rejected. A remote public bid opening will be facilitated through zoom.com beginning at 2:30pm on the same day as the bid deadline. Provided is Zoom.com bid opening access information:

Phone: 301-715-8592 , Meeting ID: 930 9631 4105 , Passcode: 235180 ; or the live link is:

<https://zoom.us/j/93096314105?pwd=OXA1UGh1QkhYSmRVeDY4eVMzUzIVZz09>

The contract shall be for one year and will be procured under MGL 30B. No bid deposit is required. The Town of Longmeadow acting through the Town Manager, the Awarding Authority reserves the right to reject any and all bids, waive minor informalities and to award the contract in the best interest of the Town.

## **INSTRUCTIONS TO BIDDERS:**

### **ARTICLE 1- Objective:**

**1.1** The Town of Longmeadow, MA, is accepting bids for winter salt, minimum sodium chloride (NaCl) Content of 95% winter salt. Through this Invitation for Bid, bidders will supply a fixed price for the supply of products that will be either picked up or delivered to the Longmeadow Department of Public Works (DPW).

**1.2** The contract will be awarded to one vendor with fixed pricing that will be in effect for a term from October 28, 2020 through October 27, 2021.

### **ARTICLE 2- Bid Documents**

**2.1** Each Bidder by making a bid represents that they have read and understand the bidding documents, contract forms and general conditions of the contract and the bid specifications .

**2.2** Addenda will only be emailed to every individual on record as having taken a set of bid documents. Addenda will be available from the Town of Longmeadow Purchasing Department and can also be accessed through the Purchasing Department of the Town website [www.longmeadow.org](http://www.longmeadow.org) , select links for 'Bids & RFPs', then 'Bid & RFP Finder'.

**2.3** Those that are NOT on the active bid list specific for this bid and will not receive update and addenda notifications include the following:

Those that are on a Town of Longmeadow general category bid list,

Those that receive a solicitation or email from the Longmeadow Purchasing Department labeled as a 'Notification' of a specific bid opportunity and then do not reply requesting to be added to a specified active bid list for an active bid.

Those who access bid documents through other sources, such as a bid listing service, etc.

Those that do not register to be added to the active bid list will be responsible for monitoring the town website bid listing service for updates and addenda. These individuals should check at least one day prior to the bid deadline. Failure to acknowledge the receipt of addenda may result in a bid rejection.

**2.4** Those that are on the active bid, bid list for this bid solicitation includes only those that notify the Longmeadow Purchasing Department that they would like to be added to the bid list for this active bid. The bidder should identify the title name of the active bid list that they would like to be added to and should also supply their complete contract information. A bidder on an active bid list will receive confirmation from the Purchasing Department that they have been added to the bid list.

### **ARTICLE 3- Questions & Request for Interpretation:**

**3.1** All questions should be submitted in writing to Chad Thompson-Procurement Manager in the Purchasing Department by fax: 413-565-4185 or by email: [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org) . All clarification or responses to questions that result in a change to the specifications will be issued through written addendum. Verbal interpretations will not be considered as binding.

**3.2** All questions, if any must be received by the Procurement Manager no later than 120 hours (5 days) prior to the bid deadline. Questions received after the deadline for questions will not be answered. Bidders should not contact other Town employees regarding this bid.

## **ARTICLE 4- Submission of Bids:**

**4.1** Sealed bids should be delivered to the Town of Longmeadow Purchasing Department no later than the bid deadline date and time identified in the Legal Notice.

**4.2** Bids should be delivered in a sealed envelope labeled **'IFB: WINTER SALT'** on the exterior of the envelope along with the complete contact information of the bidder (Organization name, contact name, complete address, and phone number).

**4.3** Late bids will be rejected. Timely delivery of bids to the Longmeadow Purchasing Department shall be the responsibility of the Bidder. In the event that the Town of Longmeadow is closed on the date or at the time that bids are due, the date and time of receipt of bids shall be extended to the next regular business day that the Purchasing Department of the Town of Longmeadow is open (Monday through Friday, excluding holidays), with the bid deadline time being the same time as specified in the legal notice.

**4.4** Bids should be submitted utilizing the Bid Submission Forms supplied with the bid document or revised Bid Submission Forms if they are issued through addenda. The Non-Collusion form supplied with the Bid Submission Forms must be completed, a Non-Collusion form not completed as required by law will result in a bid rejection.

**4.5** Where indicated or as requested on the Bid Submission Form, the unit price bid pricing should be supplied in both numbers and written words. Where there is a discrepancy between the numeric and written words of a bidder, the written words shall be utilized in correcting the unit pricing and further calculation of totals. Where there is a discrepancy between the unit price and the Total Price or the Bid Total the Unit Price per Item Number on the Bid Submission Form shall be utilized in correcting discrepancies and recalculating totals.

**4.6** Withdrawal of Bid: Any bid may be withdrawn prior to the time designated for receipt of bids. Provide written notification to the Longmeadow Purchasing Department. No bid may be withdrawn within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## **ARTICLE 5- CONTRACT AWARD**

**5.1** The contracts(s) resulting from this bid will be awarded to the responsible and responsive bidder based upon bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemptions, or restrictions on the bid form.

The contract will be awarded to the "lowest responsive and responsible bidder" based on the Bid Price per Ton. The term "lowest responsive and responsible bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance/supply required; (2) who has met all of the Minimum Requirements of the Invitation for Bid; (3) who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

**5.2** All quantities shown for the estimated quantities on the Bid Submission Forms are estimates only. The Town will direct the Contractor to provide only those supplies which are actually required. The Contractor will be compensated only for the supplies accepted.

Whether the supplies are more or less than the estimate, the unit pricing provided on the bid shall apply.

**5.3** 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.

**5.4** Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature the successful bidder shall execute and deliver to the Town a completed original contract with original signatures in the form included in the contract documents. In the event that the Contractor delays the return a completed contract, the Town will supply the contract with a notification to return the contract within two days. Then if the Contractor fails to return the completed Contract to the Town, the Town reserves the right at its own discretion to withdraw the contract award offer and instead award the contract to the next “lowest responsive and eligible bidder”.

**5.5** In the event that the Town receives low bids that result in an identical tied award total price from two or more responsive and responsible bidders, the Town shall select the successful bidder by a blind selection process chosen by the Town, such as the drawing of names. The low bidders who are under consideration will be invited to attend and observe the selection process.

**5.6** Proprietary specifications: The town may have proprietary specifications for some materials utilized. Such proprietary specifications are permitted, provided that the Town state in writing that use of the proprietary specifications is in its best interest and that it will accept an “equal” of the item specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength and design; (ii) will perform the intended function at least; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications.

**5.7** Bidders are required to present evidence that the vendor has on hand at all times, substantial supplies of Rock Salt, and to supply the locations of the Vendors supply depots. Both will be taken into consideration of the award to ensure acceptable delivery capability. Depot locations will also have on site the manpower and equipment throughout the season to perform delivery service. When required, the Vendor shall provide the Buyer with information showing the location of all sources of supply and shall notify the Buyer of any new source the Vendor intends to use during contract term.

**5.8** The Bid Award(s) for the purchase of salt will be made to the vendor whose price, past performance, salt quality, and delivery location are determined to be in the best interest by the Town. Preference is for U.S. Products. Buyer reserves the right to award up to two contracts. The lowest bidder will always have preference for first order offer assuming they have stock on hand available for ‘Prompt Delivery’.

**5.9** In the event the Vendor cannot make delivery of the quantities of salt to specified locations within an acceptable time frame, the Buyer reserves the right to purchase such quantities of salt from the second low bidder as it may require to fulfill its needs.

**5.10** Furthermore, the Buyer reserves the right to purchase such quantities of salt on open market as it may require to fulfill its needs in the event salt shipments are not clean, free-flowing, dry and in a usable condition. All additional costs including, but not limited to, expenses, losses and

damages shall be paid to Buyer by the vendor.

**5.11** The Town of Longmeadow acting through the Town Manager, the Awarding Authority reserves the right to reject any and all bids, waive minor informalities and to award each contract by Bid Category in the best interest of the Town.

## ARTICLE 6- SPECIFICATIONS

### MINIMUM SODIUM CHLORIDE (NACL) CONTENT OF 95% WINTER SALT SPECIFICATIONS

#### MATERIAL

The Sodium Chloride shall conform in all regards to ASTM Standard Designation ~ 0632-84 "Standard specification for Sodium Chloride" with the following requirements.

- Deep Mined Rock Salt
- and shall be Type I, Grade 1

#### GRADING OF SODIUM CHLORIDE

The Sodium Chloride shall be deep mined rock salt and should conform to the following requirements for particle size, when tested by the means of laboratory sieves:

##### Sieve Analysis

<u>Screen Size</u>	<u>Acceptable Passing Rate</u>
½" Sieve	100%
¾" Sieve	95-100%
#4	20 - 90%
#8	10 - 60%
#30	0 - 15%
(5% tolerance will be allowed for test samples)	

NOTE: Detailed requirements for these sieves are available in the Standard Specifications for testing purposes.  
(ASSHO Designation No. M92-911)

#### ANTI-CAKING AGENT FOR BULK SODIUM CHLORIDE

All bulk salt shall be uniformly treated with an anti-caking agent prior to delivery to prevent caking while the salt is in outside storage. The Bidder shall furnish a chemical description of the inhibitor treatment used, the quantity used per ton of salt, a laboratory procedure method of determining the uniform presence of the conditioner used information relative to solubility and photodecomposic of the treating agent. Potential harm to the environment caused by the inhibitor treatment may be cause for rejection of the bid. Salt delivered in lumpy condition, which requires reprocessing to make it usable shall be cause for rejection of the entire delivery with replacement delivery to be made at no additional charge to the buyer.

## **WINTER SALT BID SPECIFICATIONS – CONTINUED**

### **DELIVERIES**

All Sodium Chloride must be covered during transit with canvas or other suitable material and must be delivered, in a dry condition. Sodium Chloride will be considered to be in a dry condition only when the moisture content does not exceed one percent (1.0%) by weight. Moisture content over one percent (1.0%) shall be considered excess. Moisture content over one and one half percent (1.5%) by weight may, in the judgment of the Buyer, be cause for rejection of the material.

Delivery of salt is subject to "**Prompt Delivery**". Deliveries will be made within **One to Three Days** from Buyer's notification of confirmed order.

### **PERFORMANCE OF THE WORK**

Successful Bidders shall give their personal attention to the faithful performance of the work, shall keep the work under their personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any portion thereof without the previous written consent of the Buyer.

Successful Bidders shall furnish and deliver Sodium Chloride when so directed by the Buyer and shall thereafter continue making deliveries at such locations and in accordance with such schedules as the Buyer may prescribe.

If, at any time satisfactory performance has not been made by a successful Bidder, it shall increase the quantity of vehicles, equipment and/or efforts to such an extent as may be deemed necessary by the Buyer. If, at any time, the Buyer is of the opinion that the work or any part thereof is unnecessarily or unreasonably delayed, or if a successful Bidder fails to furnish and deliver Sodium Chloride on order, or has violated any of the provisions of the Specifications, the Buyer may notify the successful Bidder to discontinue deliveries. At that point, the Buyer may cancel outstanding orders and may secure needed supply from other sources or vendors. In such a case, the defaulted Vendor shall be responsible for any additional cost incurred and expense suffered by the Buyer as a result of its action.

## **WINTER SALT BID TERMS AND CONDITIONS**

1. Volume estimates provided on the Bid Form are for informational purposes only. Actual quantities purchased may be more or less than these figures based on the severity of the winter.
2. The supplier will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.



3. As the Town is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes. Tax Exemption Certificates will be furnished upon request.
4. A bidder will be held to the terms and the prices on the Bid Form for the duration of the contract period and if, a contract is signed by both parties within 40 days from bid opening.
5. If the Bid Form requests a delivered price bid for a specific municipality, that quotation will be for use by the municipality only.
6. Verbal orders are not binding on the Town and deliveries made or work done without formal purchase orders or contract are at the risk of the Seller or Contractor and may result in a negotiable claim.
7. OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for sodium chloride on file.

## **ARTICLE 7- CONTRACT TERMS AND CONDITIONS**

**7.1** The sample contract terms and conditions are as followings:

**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 TBD, the “Contractor”, with an address of TBD hereinafter referred to as “Contractor”, effective as of the twenty eighth day of October, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall provide all supplies and services in accordance with the specifications contained in Attachment A: Town of Longmeadow, Invitation for Bid, IFB: Winter Salt, dated September 10, 2020; & any Addenda issued (if any).

### **ARTICLE 2: TIME OF PERFORMANCE:**

The contractor shall complete all work and services required on or before October twenty seventh, 2021.

### **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: TBD. Compensation will be in accordance with the provisions of the specifications as set forth in Attachment B, the Bid Submission Form from TBD. The Contractor agrees to supply and/or deliver said materials as needed as specified in Attachment A. Unit pricing shall be inclusive of all expenses including shipping and handling, etc.

### **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

**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.

**INVITATION FOR BID (IFB)**

**WINTER SALT**

**BID SUBMISSION FORM**

**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.

**ACKNOWLEDGEMENT OF ADDENDA:**

The Bidder acknowledges receipt of the following addenda:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

## INVITATION FOR BID (IFB)

### WINTER SALT

#### **BID SUBMISSION FORM**

All bids are to be in terms of DOLLARS PER TON

1. Delivered Price to the Longmeadow DPW. The DPW can accept tractor trailer loads. The Town anticipates all tons to be delivered however in the event that the Town does pickup salt the bid price will be the same as for delivery:

<u>Town/City</u>	<u>Estimated Yearly Volume in Tons</u>	<u>Bid Price Per Ton</u>
Longmeadow	2,800	_____
		(Numeric)

\_\_\_\_\_  
(Price per ton written in words)

In the event of a discrepancy with interpreting the unit price, the price written in word shall prevail in clarifying the interpretation.

#### **BIDDER INFORMATION:**

Company Name:

Address:

Town, State / Zip:

Telephone:

Fax:

Email:

Signature: \_\_\_\_\_

Print Name and Title:

Date:

Federal ID

**INVITATION FOR BID (IFB)**

**WINTER SALT  
BID SUBMISSION FORM**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1.FIRM NAME: \_\_\_\_\_

2.WHEN ORGANIZED: \_\_\_\_\_

3. INCORPORATED?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

DATE AND STATE OF INCORPORATION: \_\_\_\_\_

4. IS YOUR BUSINESS REGISTERED WITH SOMWBA FOR THE FOLLOWING WOMEN AND/OR MINORITY CATEGORIES?

MBE? \_\_\_\_\_ YES \_\_\_\_\_ NO

WBE? \_\_\_\_\_ YES \_\_\_\_\_ NO

MWBE? \_\_\_\_\_ YES \_\_\_\_\_ NO

5.HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

IF YES, WHERE AND WHY?

\_\_\_\_\_  
\_\_\_\_\_

6.HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, PROVIDE DETAILS.

\_\_\_\_\_  
\_\_\_\_\_

**INVITATION FOR BID (IFB)**

**WINTER SALT**

**BID SUBMISSION FORM**

*Continued...BIDDER'S QUALIFICATIONS AND REFERENCES FORM*

7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

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8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING REFERENCES FOR WHICH THE BIDDER HAS SUPPLIED SIMILAR SUPPLIES TO THOSE REQUESTED IN THIS BID. A MINIMUM OF THREE (3) CONTACTS SHOULD BE LISTED. PUBLICLY BID CONTACTS ARE PREFERRED, BUT NOT MANDATORY. THE TOWN RESERVES THE RIGHT TO CHECK REFERENCES FROM ANY LISTED OR KNOWN UNLISTED PROJECT OF THE CONTRACTOR IN CONSIDERATION OF EVALUATING IF A BIDDER IS RESPONSIVE AND RESPONSIBLE. UNFAVORABLE REFERENCE CHECKS ARE GROUNDS FOR BID REJECTION AT THE SOLE DISCRETION OF THE TOWN.

SUPPLY CUSTOMER ORGANIZATION: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TYPE OF  
SUPPLY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NO: (\_\_\_\_) \_\_\_\_\_

SUPPLY CUSTOMER ORGANIZATION:

\_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TYPE OF  
SUPPLY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NO: (\_\_\_\_) \_\_\_\_\_

SUPPLY CUSTOMER ORGANIZATION:

\_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TYPE OF  
SUPPLY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NO: (\_\_\_\_) \_\_\_\_\_

*(End – Bid Submission Form)*