

Town of Wareham



Invitation for Bids (IFB)

FUEL PUMPS AND FUEL MANAGEMENT SYSTEM

Your participation is invited with regard to the above referenced bid. In order for your submission to be considered responsive this original document must be delivered prior to the time and at the place indicated herein. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to the bidder without notice. (It is strongly suggested that bid documents sent via carriers other than first class mail should be placed in properly labeled and sealed envelopes prior to being placed in the carrier packaging in order to avoid premature opening.)

TOWN OF WAREHAM

Legal Notice to Bidders

INVITATION TO BID

SEALED BIDS for the installation of a **Fuel Pumps and Fuel Management System** at the Municipal Maintenance Facility, 95 Charge Pond Road, Wareham, MA shall be received at the Town Administrator's office, on behalf of the Town Administrator, Derek Sullivan, 54 Marion Road, MA 02571 until 10:00 a.m. February 10, 2016, at which time and place will be publicly opened and read. Phone calls, telegrams, postmarks, etc. shall not be considered. Bids not submitted on original bid forms shall be deemed non-responsive. **Bid submissions must be made in a sealed envelope clearly marked "Fuel Pumps and Fuel Management System –February 10, 2016"**. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.

Specifications may be obtained from the Town Administrator's Office, 54 Marion Road, Wareham, MA on or after 10:00 A.M. January 21, 2016 or on the Town's website at www.wareham.ma.us under Bid Notices. Wages are subject to minimum wage rates as per M.G.L. Chapter 149, Sections 26 to 27D, inclusive.

A 5% bid deposit is required with all bid submissions and the successful bidder will be required to provide a 100% performance bond within ten (10) days after notification of the award. All sureties must be qualified to business in the Commonwealth of Massachusetts.

Certification of OSHA training by the Bidder is required

All bids for this project are subject to applicable public laws of Massachusetts, including G.L. Chapter 30, §39M. Any applicable statute is hereby incorporated in this bid package by reference

A mandatory on-site pre-construction meeting at the Municipal Maintenance Facility, 95 Charge Pond Road, Wareham MA will be conducted at 10:00 a.m. on February 3, 2016.

The Town of Wareham reserves the right to reject any and all bids, in whole or in part, or waive minor informalities and to make awards in a manner deemed in the best interest of the Town as provided by M.G.L. The Town of Wareham is an Equal Opportunity Employer. Bids from Woman/Minority Business Enterprises are strongly encouraged.

I. SUBMISSION REQUIREMENTS

- A. The bid must be submitted on the original bid form (one duplicate copy is requested).
- 1.) The bid may be withdrawn or amended without prejudice between the time of submission and the time of opening.
 - 2.) All bid amounts will be considered firm and may not be withdrawn for a period of no less than sixty (60) days from the date of opening, unless stated otherwise.
- B. **Bid submissions shall be made in a sealed envelope clearly marked “Fuel Pumps and Fuel Management System –February 10, 2016”.** In the event that Memorial Town Hall is closed due to any reason, including but not limited to inclement weather, this bid will be opened at the same time and place on the next week day that the Wareham Town Hall is in operation. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.
- C. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, it is suggested that all bids submitted comply with the following guidelines:
- 1.) All copies should be printed double sided.
 - 2.) All submittals and copies should be printed on recycled paper with a minimum of 20% post-consumer content.
 - 3.) All proposals and copies should minimize or eliminate the use of non-recyclable, or re-usable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
 - 4.) Vendors should submit materials in a format that allows for easy removal and recycling of paper materials.
 - 5.) Vendors are encouraged to use other products that contain reduced content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.
 - 6.) Unnecessary samples, attachments or documents not specifically requested should not be submitted. Bidders should avoid superfluous use of paper, such as separate title sheets or chapter dividers.
- D. Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract. Bids "signed" by any way other than described here will be considered non-responsive.
- E. Certificates of insurance must be submitted by the apparent low bidder within ten (10) business days of the request from the Town (Also see Section VII, “Insurance”).
- F. A bid deposit or bid bond in the amount of 5% of the bid is required and must be submitted in the sealed bid envelope unless otherwise stated.
- G. The successful bidder shall provide a 100% performance bond. The successful bidder shall submit said bond within ten (10) days of the request from the Town.
- H. Signed (and sealed when applicable) certification that the bidder has not colluded with any other party in the preparation and submission of his/her bid.

- I. Bidder's certification regarding payment of prevailing wages (attached).
- J. Signed (and sealed when applicable) certificate of indemnification to save harmless the Town of Wareham for all damages to life and property due to his/her negligence or that of his/her subcontractors, etc. during the term of this contract (use form attached).
- K. Signed (and sealed when applicable) certification that the bidder has paid all State taxes due (use form attached).
- L. Signed and sealed certification of vote (for use by Corporations). Bidders may submit their own certificate of corporate vote.
- M. Certification of OSHA training by bidder.

II. CONTRACT DOCUMENT

The contract documents will consist of all bid forms as attached hereto. In addition, the following documents will be included:

- 1. All submissions required by Sect. I 'Submissions'
- 2. Any IFB addendum
- 3. Notification of Award
- 4. Contract - >sample= attached
- 5. Any other documents by mutual agreement of the Town and successful bidder
- 6. All requirements of the General Laws applicable to this contract.

III. TERM OF CONTRACT

- A. TIME IS OF THE ESSENCE.
- B. It is anticipated that this bid will be awarded within 30 days after the bid opening.
- C. The Contractor agrees to commence work on the project within seven (7) days after receipt of Notice to Proceed and further agrees to complete the project within six (6) months after being awarded.
- D. One bid shall be awarded.
- E. All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. Chapter 149, §26-27D and G.L. Chapter 39, §39M .
- F. The successful bidder agrees to execute a contract with the Town of Wareham and provide insurance documents and any bonds required within ten (10) days after notification of award, unless stated otherwise. Failure or refusal to comply with this requirement may result in withdrawal of the bid award. In the event of bid award withdrawal, the Town reserves the right to issue a new Invitation to Bid or award to the second low responsive and responsible bidder.
- G. It is the intention of this Public Agency not to award a contract for this work under this or any other bid if the bidder cannot furnish satisfactory evidence that he has the ability and

experience to perform this class of work and that he has sufficient capital and equipment to enable him to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other bid or to award the contract as is deemed to be in the best interest of the Public Agency.

IV. EVALUATION CRITERIA

The successful bid will be the bid providing the "best price" (see "Price Evaluation" below) chosen from all bids considered to be responsive and responsible. The Town retains the right to waive minor informalities.

A. A **RESPONSIVE** bid meets all of the following criteria:

1. Answers all questions as required by this bid document
2. Includes all forms and certifications required by Sect. I "Submission Requirements"

B. A **RESPONSIBLE** bidder meets all of the following criteria:

1. Has been in the business of professional under the current name for no less than five (5) years
2. Provides five references for professional projects within the past three years
3. Demonstrates the ability to work within the term of the contract as described in Section III. above

V. PRICE EVALUATION

- A. Quoted prices are guaranteed to be fixed for the term of this contract
- B. Discounts based on time of payment shall not be considered
- C. No additional cost shall be added for delivery
- D. 'Best Price' will be based on the lowest total price offered by a responsive and responsible bidder.

VI. PRE-BID CONFERENCE

There will be an on-site pre-bid conference to be held on February 3, 2016 at 10:00 am at 95 Charge Pond Road, Wareham, Massachusetts. Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must deliver said request for change or interpretation in writing no later than February 5, 2016 to:

David Menard, Director of Municipal Maintenance

95 Charge Pond Road, Wareham, MA 02571

(508) 295-5300 fax (508)-295-6391

Or via email to: dmenard@wareham.ma.us

VII. INSURANCE

- A. Commercial General Liability Insurance - Contractor is to maintain Casualty Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage.

- 1.) Contractual Liability - \$1,000,000 per occurrence
- 2.) Premises Operation Liability - \$1,000,000 per occurrence
- 3.) Independent Contractors Liability - \$1,000,000 per occurrence
- 4.) Explosion, Collapse and Underground Property Damage - \$1,000,000 per occurrence
- 5.) Personal Liability - \$1,000,000 per occurrence
- 6.) Products Liability - \$1,000,000 per occurrence

- B. Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by others acting on behalf of or under the direction of the contractor.

- 1.) Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined

- C. Workers' Compensation Insurance - The contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workers' Compensation Insurance Policies.

- 1.) Coverage A - Massachusetts
- 2.) Coverage B - \$500,000 per insuring agreement

- D. Prior to the commencement of the work, contractor will cause to be delivered to the Town of Wareham Procurement Office Certificates of Insurance (COIs) evidencing the foregoing. The COIs are to provide that the Town of Wareham in care of its Procurement Officer shall be given at least 30 days advance notice of cancellation, intent not to renew, or material change in coverage.

- E. Bidder hereby agrees to save and hold the Town of Wareham, its agents, servants, and employees, Harmless from any and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

VIII. AFFIRMATIVE ACTION

It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the contractor to engage in any practice which shall violate any provision of

Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability

IX. PREVAILING WAGES

- A. Bids for any contract requiring labor such as, but not limited to, construction, repair or installation **shall be made on the basis of the Minimum Wage Schedule, as determined by the Prevailing Wage Program of the Massachusetts Department of Labor Standards pursuant to the provisions of Chapter 149, Section 26-27D inclusive, of the General Laws, as amended.** (If not attached, this information as well as statement of compliance will be supplied to you as soon as it is received from the State.)
- B. In accordance with the requirements of G.L. c. 149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to the awarding authority to submit, on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Prevailing Wage Program of the Massachusetts Department of Labor Standards. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

DATE: _____

CONTRACTOR: _____

NAME: _____

TITLE: _____

X. SUBSTITUTION

- A. All specifications provided are considered to be minimum quality and/or quantity acceptable.

- B. In the event that a proprietary specification is used, the intent is to clearly and best describe a minimum acceptable standard of quality and in no way reduce the competitiveness of the bid. Where proprietary specifications are used, alternate items of “equal to or better than” standard may be substituted unless stated otherwise.
- C. When a substitution is made, the burden of proof shall be on the bidder to demonstrate that the substitute is in fact equal to or better than the standard used. The bidder shall submit such proof as part of the bid document. Bids not containing said documentation may be considered non-responsive at the sole discretion of the Town.

XI. ASSIGNMENT OF CONTRACT

The contractor shall not be permitted to either assign or underlet the contract, or assign either legally or equitable any monies hereunder, or its claim thereto without the previous written consent of the Town.

XII. SPECIFICATIONS: Fuel Pumps and Fuel Management System

The awarding contractor shall supply the following:

Fuel Management System

The Fuel Management System’s ultimate goal is to provide a centralized management system, which can capture and store information from the dispenser.

The fuel system must be able to provide a wide range of controls in order to manage the fueling operation.

System must include a key entry pad and/or Magnetic Stripe Card, Proximity Card or Tag

Minimum System Requirements

Operating System: Windows 7 Professional English 64bit (Includes Windows 10 Pro License)

Processor: Intel Core i7 Processor

Memory: 8GB

Hard Drive: 500GB

CD/DVD Rom: DVD+/- RW

Keyboard: US English USB Keyboard Black

Mouse: USB Optical Mouse

Video Card: Integrated Graphics

Monitor: 24" Flat Screen with Speakers

Start-up and software training to be provided

Printer for hard copy backups of all transactions

Fuel Management System software is to include the following:

Identification of personnel, fleet and/or vehicles.
Description of authorized vehicles and fleets
Allow for at least twenty-five separate groups of fleets
Fuel transactions, multi-year capacity, mileages for each vehicle
Determine and record fuel types
Report transactions on a yearly, monthly or daily basis
Should be compatible with existing Veeder-Rooter
Transaction log for viewing and printing transactions. Edit capability
Backup and restore capabilities
Must deliver advanced reporting functionality
Warranty Required

Dresser Wayne Gasoline Suction Pump

1-Dresser Wayne, single hose, electronic registration, gasoline suction pump with built in heater for electronic head and stainless steel lower cabinet with black galvanized steel top and stainless steel doors. The following also needs to be included:

- 1-Automatic nozzle
- 1-Hose $\frac{3}{4}$ x 15' and swivel
- 1-Breakaway with whip hose
- 1-OPW hi hose retriever
- 1-Check valve

Note: The DEP now allows sites that are replacing their dispensers to decommission their phase two vapor recovery equipment and use standard nozzles and hoses. Before decommission takes place the DEP now requires that the existing pressure vacuum vent cap be removed and install a new EVR approved vent cap in its place. In addition, it is required to remove the existing coaxial fill drop tube and adapter and replace it with a poppeted spring loaded coaxial drop tube with coaxial adapter and cap. After the above equipment is installed, decommission of the gasoline phase two equipment will occur. Arrangements need to be made to provide testing on the vapor recovery system immediately after the new suction pumps are installed. They will be responsible to submit the proper paperwork to the DEP. The price to be offered includes installing the above phase I vapor recovery equipment and includes removing the existing dispenser and installing the new suction pump and accessories. The existing piping will be re-used.

Dresser Wayne Diesel Suction Pump

1- Dresser Wayne, single hose, electronic registration, diesel suction pump. The cabinet will include two pumps, two motors, and two meters. The meters will be manifolded together for one discharge. The pump will include a heater for the electronic head and stainless steel lower cabinet with black galvanized steel top and stainless steel doors. The following equipment also needs to be included:

- 1-Automatic hi speed nozzle
- 1-X20' and swivel
- 1-Universal hose bun
- 1-Breakaway
- 1-Whip hose 1"
- 1-Check valve

This submitted price will include removing the existing dispenser and installing the new

dispenser and accessories. The existing piping will be reused.

Time frame:

This is an emergency facility that cannot be shut down for more than 3 days.

CERTIFICATE OF NON-COLLUSION

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 section the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

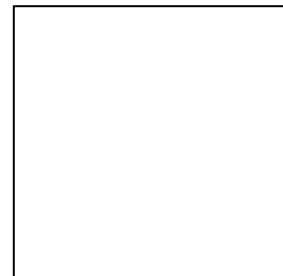
Authorized Signature

Date

Social Security Number or Federal
Identification Number

Legal Name of Business Entity (Please Print or Type)

Address: _____



Corporate Seal

All bids shall be accompanied by the Bidder's certification regarding payment of prevailing wage rates in the form set forth below.

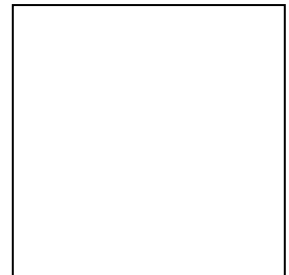
BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions, or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of our as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Date

Signature of Authorized Representative

Name and Title (Print or Type)



Corporate Seal

**STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE
FOR USE IN
LEASES, USE AGREEMENTS, PROCUREMENT CONTRACTS, ETC.**

_____, its officers and members all,
Legal Name of Bidder's Business Entity

through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Town of Wareham and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property by reason of any act by _____, its agents, servants or employees.

Legal Name of bidder's Business Entity

Authorized Signature

Name and Title (Print or Type)

Date



Corporate Seal

CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. c. 62C, §49A, I hereby certify that _____
Legal Name of Bidder's Business Entity

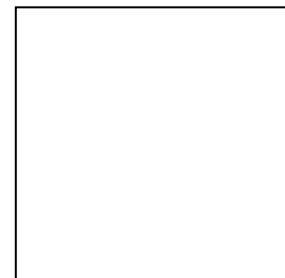
has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Signed under the penalties of perjury.

Authorized Signature

Name and Title (Print or Type)

Date



Corporate Seal

CERTIFICATE OF VOTE

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)

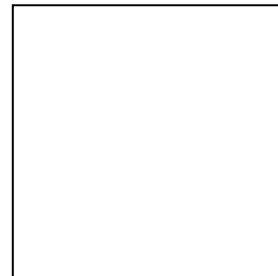
held on _____ it was voted, that _____
(Date) (Name)

_____ of this company, be and hereby is
(Officer)

authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Clerk

Date



Corporate Seal

XIII. CONTRACT PRICES

The bidder above-mentioned declares and certifies:

- 1. That said bidder has carefully examined the instructions to bidders, schedules, and specifications prepared under the direction of the Town of Wareham Procurement Officer and will, if successful in the bid, furnish and deliver at the prices bid and within the time stated, all the materials, services or labor for which this bid is made.
- 2. No plead of mistake in an accepted bid shall be available to the undersigned bidder.
- 3. All bidders are required to answer the following survey questions. Bids not answering the following questions may be deemed non-responsive.

	Yes	No
a. Is the bidder a Minority Business Enterprise (MBE)?	[]	[]
b. Is the bidder a Women Business Enterprise (WBE)?	[]	[]
c. Does the bidder possess a business certificate in the Town of Wareham?	[]	[]
d. Has the bidder provided services or goods to the Town of Wareham at any time during the past 24 months?	[]	[]
e. Has the bidder ever forfeited a bid or performance bond relating to a bid with the Town of Wareham?	[]	[]
f. Is this bid for contracted services?	[]	[]
1. If yes, will any portion be sub-contracted?	[]	[]
2. Approximately how many people in total will work on this contract?		_____

Total Price for **Fuel Pumps and Fuel Management System** specified in the IFB:

\$ _____

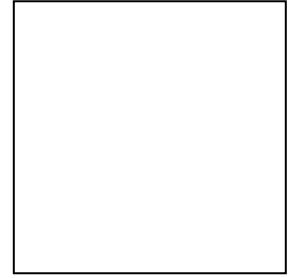
(Written amount in Words)

Authorized Signature

Name and Title (Print or Type)

Telephone Number

Fax Number



Corporate Seal