

The Town of Monterey, acting through its Board of Selectmen, invites sealed bids from qualified contractors and vendors to provide heavy equipment with operator (as applicable) and to rent various heavy equipment for various Town projects and emergency repair work.

Specifications are outlined below and must be strictly followed. No modifications will be allowed. All bid proposals must be made on the Bid Form and must be complete. Incomplete submissions will be deemed non-responsive and will be rejected.

Completed Bid Forms must be submitted to the Administrative Assistant, located in the Town Hall, 435 Main Road, Box 308, Monterey, MA. 01245, **by 9am on Wednesday, June 7, 2017, at which time they will be publicly opened and read aloud.** Bids received after the deadline will be returned, unopened. Proposals must be sealed and clearly marked "Bid for Heavy Equipment Rental". Corporate bidders must submit an executed Certificate of Vote (form attached to bid proposal form) stating that the person signing the bid has the authority to bind the corporation. Bids may not be withdrawn within 30 consecutive days after the bid opening.

REQUIREMENTS:

- 1) A 5% bid deposit must accompany all bids.
- 2) Contractor must be able to report within 1 week of request, or within 24 hours in an emergency
- 3) All equipment must be in good working order and contractor must have a sound backup plan in case of equipment failure. Equipment must be available for inspection after bid opening and before bid awarding.
- 4) All bidders shall provide a resume of public work similar to the work proposed by this bid. This resume shall include approximate dollar amounts of the projects completed and brief description of the work and names, addresses and phone numbers of contact people.
- 5) Proof of liability insurance and workman's compensation must accompany bid.
- 6) The contractor selected shall provide a 50% payment bond to the Town of Monterey, and must be issued by a surety company that is licensed by Massachusetts Division of Insurance.
- 7) A completed certificate of vote for corporations must be submitted with the bid
- 8) A certificate of non-collusion and tax compliance certification must accompany this bid.
- 9) All operators to be OSHA Safety Certified and licensed by the State of Massachusetts.
- 10) Contract period is from July 1, 2017 to June 30, 2018 with the Town of Monterey having the option of extending the contract for two (2) consecutive one year periods
- 11) Emergency work must be performed onsite with equipment within 8 hours.

At the time of the opening of the bids, each bidder will be presumed to have read and be thoroughly familiar with the specifications for this bid. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to their bid.

The Town of Monterey may make such investigations as it deems necessary to determine the ability of any bidder to carry out the contract and the bidder shall furnish to the Town all such information and data for this purpose as they may request. The Town of Monterey reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Board of Selectmen and/or the Director of Operations that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

Estimated value of contract for fiscal year 2018, which covers the period July 1, 2017 through June 30, 2018 is approximately \$58,000. Contract shall be renewable by the Town of Monterey

for two (2) consecutive one (1) year periods. A fuel cost adjustment may be made by the Director of Operations of up to 10% of the rate if fuel costs have risen by a proportional amount.

Bids to be stated in terms of unit price per hour for equipment and operator. Prevailing wage rates shall apply under MGL 149 Sections 26 and 27, and all provisions there under. Type of work shall be; including, but not limited to, replacing culverts, sub drains, slope work and road reconstruction. This project is being bid under Chapter 30, Section 39M and is subject to provisions of that statute.

The Select Board for the Town of Monterey reserves the right to reject any or all bids. The Town of Monterey also reserves the right to reject any bid, if, in the Select Boards judgment the best interests of the Town would not be served thereby. A contract will be awarded within 30 days of bid opening by the Select Board to the qualified, responsive bidder with the lowest price.

Insurance Requirements:

1. Workmen's Compensation Insurance: Workmen's compensation insurance must be provided at the contractor/successful bidder's expense in accordance with the provisions of MGL Chapter 149 Section 34a. The contractor/successful bidder shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits under MGL Chapter 152 Section 25C, as amended, to all persons to be employed under the contract, and the contractor/successful bidder shall continue insurance in full force and effect during the term of the contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Purchasing Agent when requested and prior to the award of this contract by submitting two (2) copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Purchasing Agent at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.
2. Contractor/Successful Bidder Public Liability and Property Damage Insurance: The contractor/successful bidder shall take out and maintain at his own expense during the life of this contract with respect to the operations he performs, regular contractor/successful bidder's public liability insurance providing for a limit of not less than the amount named in the following table for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of the amount named in the following table for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and regular contractor/successful bidder's property damage liability insurance providing for a limit of not less than the amount named in the table for all damages arising out of injury to or destruction of property on any one occurrence.

Coverage must include the following:

Commercial General Liability

Bodily Injury Liability	\$1,000,000per occurrence
Property Damage Liability	\$500,000per occurrence
(or combined single limit)	\$1,000,000per occurrence

Automobile Liability

Bodily Injury Liability \$1,000,000per occurrence
Property Damage Liability \$500,000per occurrence
(or combined single limit) \$1,000,000per occurrence

Prior to the commencement of any work under this contract, the contractor shall provide the Town with Certificates of Insurance, which include the Town of Monterey as an additional named insured, and which includes a thirty (30) day notice of cancellation by the Town.

Indemnification

The vendor agrees to indemnify the Town, its successors, agents, servants, employees, or assigns against any and all claims for loss, liability, or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omissions of the vendor's employees, whether negligent or intentional, foreseeable or unforeseeable, within or without the scope of his employment, while said employees are upon, entering, or leaving the premises upon which this agreement is being or is to be performed.

Errors and Omissions

The successful bidder shall also carry insurance in a sufficient amount to assure restoration of any plans, drawings, computations or other similar data relating to the work covered by this agreement in the event of loss or destruction until such time as all data has been turned over to the Town.

Contractor Responsibilities

1. The Contractor shall take all responsibility for the work and take all precautions for preventing injuries, including but not restricted to inevitable injuries to persons and property in and about the work; shall bear all losses resulting to him on account of the amount or character of the work. The Contractor shall save harmless the Town and all of its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order of decree, whether by himself or his employees, labor performed or furnished and for all materials used or employed in carrying out this contract. The Contractor shall assume the defense of and indemnify and save harmless, the Town or its departments under whose direction this work is to be done, and their officers and agents from all claims relating to work performed or furnished or materials used in and in doing the work.
2. He shall take all proper precautions to protect property from injury or unnecessary interference; provide proper means of access to the property where the existing access is cut off by the contractor; and replace or put in good condition, satisfactory to the Department Head or his agents; every public or private way, conduit, catch basin, tree, fence or other thing injured or interfered with by the Contractor in carrying out this contract, unless the same has been permanently done away with on approval of the Department Head as being unnecessary for the proper completion and carrying on of this contract.
3. He shall take all proper precautions to protect persons from injury, unnecessary interference or inconvenience; leave an unobstructed way along public or private places for travelers and vehicles and for access to hydrants; provide proper walks over or around any obstruction made in public or private places in carrying out the contract, and maintain from the beginning of any darkness or twilight through the whole of the night, on or near the obstruction, sufficient lights and guards to protect travelers thereby, when

- the work is suspended put all roadways in proper condition and when the work is completed put the place and its vicinity in proper condition and leave them.
4. The rates bid by the successful bidder shall be the rates paid by the Town of Monterey. No increases in the rates bid shall be allowed under any circumstances and any bid to which escalator clauses are added or appended shall be rejected as being informal.
 5. The Director of Operations shall be the sole judge of whether or not items proposed to be supplied are “similar” and approved “equal” to those specified.
 6. Should the prospective bidder find discrepancies or omissions in the specifications, he shall notify the Town at once. The Town will issue written instructions on the procurement section of our town website. The Town of Monterey will not assume responsibility for any oral instructions or interpretations of the meaning of specifications or other contract documents to any bidder or any person.
 7. A contract may be cancelled at the successful bidder’s expense upon non-performance of the contract.
 8. If the successful bidder fails to deliver as ordered, the Town of Monterey reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder’s expense.
 9. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the Town of Monterey.
 10. By submission of this bid or proposal, the bidder certifies that:
 - a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor or potential competitor.
 - b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids or proposals for the project, to any other bidder, competitor, or potential competitor.
 - c. No attempt has been made, or will be made, to induce any other person, partnership, or corporation, or other business entity, not to submit a bid or proposal.
 - d. No member of the Town of Monterey, or any other officer or employee thereof, is directly or indirectly interested in the bid or proposal.
 11. No interest on any invoice or statement will be paid by the Town.
 12. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by exercise of reasonable diligence he is unable to prevent
 13. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

The Town of Monterey reserves the right to stop the work to be done under this bid if there is found to be any violation of law, rule, regulation, or statute. The Town will provide written notice to the successful bidder of the exact nature of the reason for work stoppage and time allowed for rectification of the violation. If the successful bidder does not comply with the terms of the written notice of violation, the Town of Monterey

reserves the right to declare the contract in default and take appropriate action to endure completion of the work for the public good.

Any questions regarding this bid shall be made to Director of Operations, Shawn Tryon at 413-528-1734.

Bids Due: 9am June 7, 2017

Bid opening: 9am June 7, 2017, Town Hall, 435 Main Road, Monterey, MA. 01245.

Selectboard
Kenn Basler, Chair
Steve Weisz
Carol Edelman