



TOWN OF ORLEANS
19 SCHOOL ROAD ORLEANS MASSACHUSETTS 02653-3699
Telephone (508) 240-3700 – Fax (508) 240-3703
www.town.orleans.ma.us

SELECT BOARD
TOWN
ADMINISTRATOR

**TOWN OF ORLEANS
INVITATION FOR BIDS
ONE NEW HALF-TON PICKUP TRUCK**

The Town Administrator will receive sealed bids for one new half-ton pickup truck. Sealed bids will be received at the Town Administrator's Office, Town Hall, 19 School Road, Orleans, Massachusetts 02653 until **2:00 p.m. prevailing time on May 4, 2023** at which time all bids will be publicly opened and read aloud. Any bids received after the noted date and time will be rejected and returned to the applicant unopened. No exceptions will be made. Faxed/emailed bids will not be accepted.

Bids must be submitted in a sealed envelope indicating the applicant's name and address and clearly marked "ONE NEW HALF-TON PICKUP TRUCK". Unforeseen Office Closure – if, at the time of the scheduled bid opening, Orleans Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 PM. on the next normal business day. Bids will be accepted until that date and time.

The bid documents are available by registering at www.town.orleans.ma.us/bids.aspx. Questions regarding this Invitation for Sealed Bids can be directed to the Procurement Director Mihaela Miteva at 508-240-3700 x 2415, 19 School Road, Orleans, MA 02653 from 8:30 a.m. to 4:30 p.m. or by emailing mmiteva@town.orleans.ma.us.

The Town Administrator reserves the right to accept and/or reject any and all bids and waive any informality in bidding procedures to the extent allowed by law and make the award as may be deemed to be in the best interest of the Town.

Bid award, subject to funding availability, will be made on or before **June 2, 2023**.

Charles Sumner, Interim Town Administrator

**TOWN OF ORLEANS
ONE NEW HALF-TON PICKUP TRUCK
INSTRUCTIONS TO BIDDERS**

INTENT RECEIPT AND OPENING OF BIDS

It is the intent of the Town of Orleans to purchase one half-ton pickup truck. following equipment:

For additional information or technical questions please contact Al Artwick at aartwick@town.orleans.ma.us

The Town of Orleans, acting under the authority of its duly appointed Chief Procurement Officer or designee, herein called the Awarding Authority, will receive sealed bids for the for One New Half-Ton Pickup Truck, Hereinafter referred to as bid, bids, or bid form.

Such bids, addressed to the Town Administrator, must be received in a sealed envelope, clearly marked "ONE NEW HALF-TON PICKUP TRUCK". All bids will be received at the Town Administrator's Office, 19 School Road, Orleans, MA 02653-3699 until **2:00 p.m. prevailing time on May 4, 2023**, at which time they will be publicly opened and read. Any bid received after this time and date will be returned unopened to the Bidder. No exceptions will be allowed. FAX/emailed bids will not be accepted.

Unforeseen Office Closure – if, at the time of the scheduled bid opening, Orleans Town Hall is closed due to *uncontrolled* events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 PM. on the next normal business day. Bids will be accepted until that date and time. All bids for this project are subject to the provisions of Massachusetts General Laws, Chapter 30B.

The Town Administrator reserves the right to accept and/or reject any and all bids and to waive any informalities in this process and make the award as may be deemed to be in the best interest of the Town.

The bid award, subject to funds availability, will be made on or before **June 2, 2023**.

BID FORM

Each bid shall be submitted on the bid form included hereto. All blank spaces for bid prices **MUST BE FILLED** in. A Certificate of Non-Collusion, Statement of Tax Compliance, and Acknowledgement of Principal forms, also included hereto, must also be submitted with the bid and all must be signed by the same individual entering the bid.

The bid form must be completed in ink or by typewriter. The bid price for each item on the form shall be stated in words and figures. Discrepancies between the words and figures will be resolved

in favor of the words. Discrepancies between the indicated sum of any column and the correct sum of any column will be resolved in favor of the correct sum. All bid forms must be **SIGNED** by an officer of the company authorized to enter into contracts.

COMPARISON OF SEALED BIDS

The award will be made to the responsible and responsive General Contractor with the lowest total cost for the project.

An award decision will be made in the best interest of the Town and using these additional criteria:

- a) Compliance with these specifications
- b) Previous successful projects of a similar nature
- c) Reference checks

WITHDRAWAL OF BIDS

Any bid may be withdrawn prior to the opening of the bids. However, vendors may not withdraw their bids for a period of thirty (30) days, Saturday, Sunday and legal holidays excluded, after the actual date of the opening thereof.

EXAMINATION

By submitting a bid, the bidder warrants that he has thoroughly examined the specifications and is fully acquainted with all conditions pertaining to the bid items. No claim for any extra work or extension of time will be allowed for the failure to observe this requirement. Conditional bids will not be accepted.

ABILITY AND EXPERIENCE

The awarding authority will not award a contract to any Contractor who cannot furnish satisfactory evidence of his ability in this type of work and that he has sufficient personnel and equipment to enable him to prosecute and complete the work as required. Provide references of four (4) references for projects completed of a similar magnitude within the past three years.

The Awarding Authority may make such investigations as it deems necessary to determine the above and the Contractor shall furnish any information requested in this regard and shall furnish the same under oath if required.

RIGHTS OF AWARDING AUTHORITY

The Awarding Authority may reject bids that are incomplete, conditional, or obscure or that contain additions or erasures that are not initialed or other irregularities.

The Orleans Town Administrator (Awarding Authority) reserves the right to accept and/or reject any and all bids and waive any informalities in procedures to the extent allowed by law and to make the award as may be deemed to be in the best interest of the Town.

AWARD OF CONTRACT

Award will be made to the lowest responsible and eligible Bidder in the sole judgment of the Owner.

INSURANCE

The Contractor shall maintain such insurance as will protect it from claims under the Worker's Compensation Laws of the Commonwealth of Massachusetts, and claims for bodily injury, death, or property damage which may arise from the performance of its service under the proposed Contract.

The Town requires that the successful Bidder submits a Certificate of Insurance in the amounts specified which is attached. No contract will be executed until the required Certificate of Insurance is received.

The Town further requires that all insurance certificates name the Town as an "**ADDITIONAL INSURED**". The Town will not accept being named as a "Certificate Holder" only. Please be aware that there may be a charge for this type of policy, so check with your insurance agent prior to bid submission.

PREVAILING WAGES

Wages are subject to minimum wage rates as per Massachusetts General Law Chapter 149, Section 27. The contractor must insure that employees and applicants for employment are not discriminated against because of their race, color, age, religion, sex, or national origin. Attention is also called to requirements relating to Workmen's Compensation, OSHA certifications and conditions of employment. The State Prevailing Wage Rate Document #20190226-029 is attached.

CONFLICTING SPECIFICATION

Whenever a conflict exists between these Specifications and Massachusetts laws, rules, or regulations, the laws, rules or regulations of the Commonwealth of Massachusetts shall prevail.

LAWS AND REGULATIONS

The vendor's attention is directed to the fact that all applicable Federal, State and municipal laws, regulations and by-laws shall apply to the contract as though they were written out in full.

ADDITIONAL WORK

Additional work may only be performed upon written authorization of the Chief Procurement Officer.

SUBCONTRACTING

The Contractor may not subcontract or assign to others any portion of the work described herein without the prior approval of the Awarding Authority. In the event such approval is gained, the Contractor shall continue to maintain all contractual obligations for fulfillment of this agreement. All persons engaged by the contractor for the purposes of this agreement shall be directly employed and compensated by the Contractor.

CANCELLATION OF CONTRACT

The Town reserves the right to cancel this contract upon thirty (30) days written notice to the Contractor.

EXECUTION OF CONTRACT

The selected Contractor must be willing to execute a contract substantially in the form attached. The exhibits attached to this package are considered an integral part of the contract. The selected Contractor must be willing to separately execute the Acknowledgement of Principal, a Certificate of Non-Collusion, Statement of Tax Compliance and Certificate of Labor Harmony and OSHA Training which are part of the contract and supply a Certificate of Insurance showing minimum insurance requirements as indicated on the attached prior to execution of the contract.

ACKNOWLEDGEMENT OF PRINCIPAL

When a signature is required in execution of a certification or in any other instance, it must be the handwritten signature of the individual authorized to execute the contract, and, if applicable, the corporate seal must be affixed. Bids "signed" in any way other than described here will be considered non-responsive. Please use legal, corporate name on all documents including d/b/a if applicable.

PAYMENT

Payments shall be made at the time of the delivery of the vehicle.

RELEASE OF LIEN

Prior to issuance of final payment, the Contractor shall provide a notarized statement attesting to the fact that all Contractors, Subcontractors, Vendors, and Employees employed for this project have been paid in full.

ADDRESS FOR BID SUBMISSION

Sealed Bids shall be submitted to:

Town Administrator's Office
19 School Road
Orleans, MA 02653-3699

The Town Administrator reserves the right to accept and/or reject any and all Sealed Bids and to waive any informalities in this process and make the award as may be deemed to be in the best interest of the Town.

OPENING OF BIDS

The Town of Orleans assumes no responsibility for bids mistakenly opened because of improperly labeled envelopes. Such bids will be returned to the Bidder. Bids marked "ONE NEW HALF-TON PICKUP TRUCK" on the envelope will be opened at 3:00 p.m. on **2:00 PM on May 4, 2023**.

SCOPE OF WORK
ONE NEW HALF-TON PICKUP TRUCK

Vehicle Specifications:

1. One new half-ton pickup truck
2. Extended cab or crew cab
3. Four-wheel drive
4. Automatic transmission
5. Gas motor
6. White exterior
7. Power window and locks
8. AM/FM radio
9. Truck must be rated for appropriate snowplow for a vehicle.

For additional information or technical questions please contact Al Artwick at aartwick@town.orleans.ma.us

Warranty

The Contractors shall provide a written letter of Warranty for a period of three (3) years.

This warranty excludes consequential or incidental damages caused by accident or abuse, temperature changes, settlement or moisture, or normal wear and tear

TOWN OF ORLEANS
CERTIFICATE OF NON-COLLUSION

Project Name: **ONE NEW HALF-TON PICKUP TRUCK**

The undersigned certifies under penalties of perjury that this bid or Sealed 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 of individual submitting bid or Sealed Bid)

(Name of business)

TOWN OF ORLEANS
STATEMENT OF STATE TAX COMPLIANCE

Project Name: **ONE NEW HALF-TON PICKUP TRUCK**

Pursuant to Ch. 233 of the Acts of 1983, §49A(b),

I, _____, acknowledge that I am the authorized signatory
for _____, whose principal place of business is
at _____, and as such, do hereby certify
under the pains of penalties of perjury that this company has complied with all laws of the
Commonwealth relating to taxes.

Social Security or Federal ID Number _____

Subscribed and sworn to this ____ day of _____, 20____.

Notary Public

TOWN OF ORLEANS
CERTIFICATE OF LABOR HARMONY AND OSHA TRAINING

Project Name: **ONE NEW HALF-TON PICKUP TRUCK**

The undersigned certifies under penalties of perjury that the following LABOR HARMONY and OSHA TRAINING compliances will be met. As used in this certification, the words he or she shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

- That he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and
- That all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll for each employee.

(Signature of individual submitting bid or Sealed Bid)

(Name of business)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION:

State of

County of _____ SS:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say to me that he resides at _____, that he is _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on:

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of

County of _____ SS:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in _____ and which executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on:

April 7, 2023

**TOWN OF ORLEANS
INSURANCE REQUIREMENTS FOR INCLUSION
IN ALL SPECIFICATIONS AND CONTRACTS**

PROJECT: ONE NEW HALF-TON PICKUP TRUCK

Insurance. The General Contractor shall carry and maintain in effect during the entire currency of the contract, at his own expense, the following kinds and minimum amounts of insurance in a company or companies approved by the Town of Orleans. Such insurance shall cover claims and suits which arise out of or result from the Contractor's execution of the contract work whether such execution by the Contractor himself or by any Subcontractor.

1) Worker's Compensation as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit of \$500,000.00.

2) "Broad Form" Comprehensive General Liability including, but not limited to, Bodily Injury, Personal Injury and Property Damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other applicable insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability \$1,000,000.00.

3) Automobile Bodily Injury and Property Damage Liability for all owned, non-owned and hired automobiles operated in connection with the performance of the contract. Minimum limits of liability: Single limits of Property Damage and Bodily Injury \$1,000,000.00

4) _____ Builder's Risk - Amount of the Contract

5) _____ Professional Liability in the amount of \$ _____.

6) _____ Errors and Omissions

Certificate of Insurance. Prior to beginning work under the contract, the General Contractor shall furnish the Town of Orleans a Certificate of Insurance naming the Town as 1) an additional insured or 2) _____ certificate holder acceptable to said Town evidencing the existence of the foregoing insurance coverage. Such Certificate also shall provide that the Town of Orleans will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.

AGREEMENT - SAMPLE

Made in triplicate this the ____ day of _____ 2023 between the **Town of Orleans, Orleans** and **CONTRACTOR - TBD**, hereafter the "Contractor".

WITNESSETH: That for and in consideration of the following mutual covenants contained herein the parties agree with each other as follows:

ARTICLE I: The Contractor agrees to sell and/or deliver to the Town materials and/or services in accordance with the following: **FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO COMPLETE _____ PROJECT WORK IN ACCORDANCE WITH THE EXHIBITS BELOW:**

- Exhibit 1. Sealed Bid dated TBD**
- Exhibit 2. Certificate of Non-Collusion**
- Exhibit 3. Statement of State Tax Compliance**
- Exhibit 5. Acknowledgment of Principal**
- Exhibit 7. Certificate of Insurance**
- Exhibit 8. Instructions to Bidders dated April 7, 2023**
- Exhibit 9. Addendum No. 1 dated TBD.**
- Exhibit 10. Addendum No. 2 dated TBD.**

ARTICLE II: The Town agrees to process the bills for payment to the Contractor upon the execution of the contract, satisfactory completion of the services as outlined in the specifications and approval by the appropriate Department Manager, Town Administrator, and Town Accountant in the amount of _____ and 00/100 (\$XX, XXX. 00) Dollars.

IN WITNESS: Whereof the respective parties hereto have caused this instrument to be duly subscribed and sealed.

TOWN OF ORLEANS

Contractor - TBD.

Town Administrator

Signature of Individual or
Corporate Name (Mandatory)

APPROVED AS TO APPROPRIATIONS:

Corporate Officer
(Mandatory, If applicable)

Orleans Town Accountant

SOURCE: **xxxxx - xxxxx**

Social Security/EIN # (Mandatory)

Not to exceed: \$TBD