Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event any addenda is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: 12-037

Contact Name:

_____

Company Name:

_____

Address:

_____

City/Town: State: Zip Code:

_____ _____ _____

Phone:

_____

Fax:

_____

Cell:

_____

Email:

_____

CITY OF BEVERLY

12-037

PORTLAND CEMENT

BIDS DUE:

THURSDAY, AUGUST 9, 2012 @ 11:00 A.M.

at the Office of the Purchasing Agent, City Hall
191 Cabot Street, Beverly, Massachusetts 01915

BID CERTIFICATION

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below.

Failure to offer such signature will result in rejection of the bid.

1. *"The undersigned certifies under the 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 their organization, entity, or group or individuals" and,*

2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

_____

(Complete name of firm to be given here)

Signature: _____

Contact Person: _____

Business Address: _____

Telephone: _____ Employer I.D. #: _____

Email Address: _____

All of the following material shall conform to the current Standard Specifications of the Commonwealth of Massachusetts, Department of Public Works.

Description	*Qty*	*Unit*	*Unit Price*
Portland Cement (Regular) (ASTM C-150, Type I or II)	100	94 lb. Bag	
Portland Cement (High Early) (ASTM C-150, Type III)	20	94 lb. Bag	
Mortar Cement (ASTM C-270, Type S)	20	94 lb. Bag	

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

_____

(Name of person signing bid)

_____

(Company)

Purchasing Office
Beverly City Hall
191 Cabot Street, Beverly, MA 01915

July 23, 2012

GENERAL CONDITIONS AND INSTRUCTIONS

1) The City of Beverly reserves the right to reject any or all bids, accept any bid, or divide the award as deemed in the best interest of the City of Beverly, or to waive any informality in bids.

2) Each bid should give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership, followed by the signature and designation of the person signing. Bids by corporation should be signed with the name of the corporation followed by the signature of the person authorized to bind the matter.

3) Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

4) Time, in connection with discount offered, shall be net 30 days for properly submitted invoices. Any invoices not correctly identified shall be returned to the vendor for correction.

5) Bids must be enclosed in a sealed envelope(s) marked to identify the bid on the outside per this solicitation, and filed in the office of the of Purchasing Agent on or before the time and place stipulated in the bid, at which time they will be publicly opened and read.

6) Samples of items, when required, must be submitted prior to the openings of bids at no expense to the City of Beverly. If not destroyed by testing, they will be returned at the bidder's request and expense.

7) A bidder has the right to withdraw his/her bid anytime prior to the time fixed for opening.

8) Bids must be submitted on this form, unless otherwise specified or will be considered informal.

9) It is agreed that if this proposal be accepted and the bidder fails to comply with the terms of his/her bid or shall fail to contract as required within the time limit specified, the City of Beverly may, at its option, determine that the bidder has abandoned his/her bid, and thereupon this proposal and acceptance thereof shall become null and void.

10) The successful bidder will receive copies of a contract for their signatures. After signing and returning, the Mayor will sign the contracts and one copy a will be returned to bidder as Notice of Award and will thereupon constitute a binding contract between the City of Beverly and the bidder. **NO PAYMENTS CAN BE MADE WITHOUT AN EXECUTED CONTRACT!**

11) Quantities indicated are the City of Beverly's best estimate for quantities that may be utilized during the contract period. The City of Beverly does not guarantee that the estimated quantity is the quantity that will be utilized during the contract period.

12) Where applicable, wage rates are subject to the minimum wage rates as per M.G.L., Chapter 149, section 26 to 27F inclusive.

13) *Minority Business Enterprises:* Minority business enterprises have full opportunity to submit Bids in

response to this Advertisement and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award. All requirements of the Beverly Equal Opportunity Policy are in effect for this contract. Policy is available for viewing at the Office of the Director of Purchasing

14) *Contract Award* - Award of Contract(s) shall be to the responsible and responsive bidder(s) with the best bid(s) **and if applicable** best delivery date per this solicitation. The City may award multiple contracts under this bid.

15) *Contract length* - The contract shall be for one (1) year from the date of the award. This contract may be extended under the same terms and conditions for a maximum of two (2) additional one (1) year terms at the sole discretion of the City and upon approval of the appropriation.

16) The bidder shall provide evidence of insurance in accordance with INSURANCE REQUIREMENTS for the City of Beverly (attached if applicable) before commencing work.

17) Submittal requirements:

    a) **Non-collusion and Tax Form (Bid Certification)**

    b) **Bid Sheet**

    c) Bid bonds (not applicable)

    d) Massachusetts Highway Department Certification (not applicable)

    e) **Two (2) Original Submittals of your Bid**

18) All contract awards are subject to an appropriation for the good or service that is the subject of this bid package.

19) Where applicable, 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 ("OSHA") 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 report for each employee.

AGREEMENT BY AND BETWEEN
THE CITY OF BEVERLY
AND
(CONTRACTOR)

This agreement made and entered into this (DATE OF AGREEMENT), by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, William F. Scanlon and (Contractor / Address), the Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

(SUPPLY OR SERVICE) in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the City.

ARTICLE II. The City agrees to pay for the sum of (Consideration) payable in monthly payments equaling 1/12 of the annual fee upon receipt of a monthly invoice.

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitableness, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Vendor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent, may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sec in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the City of Beverly.

ARTICLE X. The Vendor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the City if it so requires and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Beverly

Contractor

SAMPLE

William F. Scanlon, Mayor

As to Appropriation:

John Dunn, Finance Director

CITY OF BEVERLY

DEPARTMENT OF
PROCUREMENT & CONTRACT ADMINISTRATION
191 Cabot Street
Beverly, Massachusetts 01915

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

A. The General Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.

B. Contractor shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.

C. Subcontracts: Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.

D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.

E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration

dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.

G. The Owner shall be named as additional insured under all policies.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	$500,000/$500,000/$500,000

B. Contractor's Liability Insurance

The Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Work. Commercial General Liability Insurance must with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto). Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	$1,000,000
Personal Injury and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Medical Payments	$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all

owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: $1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the Contractor, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

$2,000,000 per occurrence Bodily Injury and Property Damage
$2,000,000 per occurrence Personal Injury and Advertising Injury
$2,000,000 General Aggregate
$2,000,000 Products and Completed Operations Aggregate

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.