

# TOWN OF SANDWICH

## Invitation for Bids For

### 100 Cubic Yard Steel Ejector Open Top Trailer

#### I. General Information and Bid Submission Requirements.

The Town of Sandwich, acting by and through its Town Manager, is soliciting sealed bids for a 100 cubic yard steel ejector open top trailer. The Town requires delivery of the trailer within 180 days from the award of the contract. A specific purchase description is included as **Attachment A**.

Sealed bids shall be submitted to the Office of the Town Manager, Sandwich Town Hall, 130 Main Street, Sandwich, MA, 02563 on or before 10:00 AM, Monday, December 23, 2019, at which time all bids shall be opened publicly. If, at the time of the scheduled opening, the Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or unforeseen building closure, the bid opening will be postponed until 10:00 AM on the next business day on which the Town Hall is opened for business. Bids will be accepted until that date and time.

A bidder shall submit three (3) copies of its bid in a sealed envelope, clearly marked on its face with the bidder's name and address and the bid title: "**Town of Sandwich Ejector Open Top Trailer Bid**". Bids must be received in the appropriate office as indicated above prior to the submission deadline. The Town shall not be responsible for the inadvertent opening of any bid not appropriately identified as required prior to the submission deadline. The bidder shall be solely responsible for the timely delivery of its bid. Bids shall be submitted on the Bid Form attached to this Invitation for Bids (IFB) as **Attachment B**. The Bid Form must be signed as follows: 1) if the bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate sealed affixed to the Certificate of Vote included in this IFB.

The Town reserves the right to cancel this IFB, or to reject in whole or in part any and all bids, if it is determined to be in the best interests of the Town to do so.

A bidder may correct, modify, or withdraw a previously submitted bid by written notice received in the Town Manager's office at the address indicated above prior to the time and date for the opening of bids. Bid modifications must be submitted in a sealed envelope clearly marked, with the bidder's name and address and the bid title "**Town of Sandwich Ejector Open Top Trailer Bid – Modification No. \_\_**".

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be permitted to correct them. If a mistake and the intended bid are clearly evident on the face of the Bid Form, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw its bid if a

mistake is clearly evident on the face of the Bid Form, but the intended correct bid is not similarly evident.

The contract will be awarded within thirty (30) days after the bid opening. The time for the award may be extended for up to forty-five (45) additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder. All bid prices submitted in response to this IFB must remain firm for thirty (30) days following bid opening, and for any extension of the time for award of the contract as provided above.

Questions concerning the terms of this IFB, must be submitted in writing by fax (508) 833-8045, e-mail [townhall@sandwichmass.org](mailto:townhall@sandwichmass.org) or mail to: the Office of the Town Manager at the address stated above before 4:00 PM on Monday, December 16, 2019. Responses to any such questions will be issued as an Addendum to this IFB and will be mailed, faxed or e-mailed to all parties who have requested a copy of this IFB.

Each bid submission shall contain the Bid Form (**Attachment B**), a Certificate of Non-Collusion (**Attachment C**), a Tax Compliance Certificate (**Attachment D**) and a Certificate of Vote (corporate bidders only) (**Attachment E**).

The successful bidder must execute the contract within ten (10) days of the Town's delivery of the contract in substantially the form attached hereto as **Attachment F**. In the event the successful bidder fails to execute the contract in a timely manner, the Town reserves the right to rescind the award, and to make a new award to the next lowest bidder.

## II. Purchase Description

The Town is soliciting bids for 100 Cubic Yard Steel Ejector Open Top Trailer, more specifically described in **Attachment A**. In general, any proprietary or brand name designation included in **Attachment A** is an indication of the quality required by the Town and is not intended to limit competition in any way. Bidders may fulfill the requirements of this IFB by providing an alternate supply of equal quality and performance. Determination of the equality of an alternate brand of supply shall be in the sole determination of the Town. Proprietary or brand name supplies marked with an asterisk in **Attachment A** indicate those supplies for which a particular brand name or proprietary product is required by manufacturer's specification or other requirements of the Town, and no "or equal" substitution shall be allowed in those instances.

## III. Rule for Award

The Town will award the contract to the responsible and responsive bidder offering the lowest price that meets all of the purchase description requirements.

## ATTACHMENT A

### **Minimum Specifications for One New 2020 100 Cubic Yard Steel Ejector Open Top Trailers**

The bid must be accompanied by a copy of these specifications and the bidder must set forth in the space provided the information required. The bid must also be accompanied by the manufacturer's specs, bulletins and warranties. **Delivery not to exceed 180 days from award of contract.**

#### **GENERAL:**

THIS SPECIFICATION IS FOR A CURRENT TANDEM HORIZONTAL DISCHARGE TRAILER OF STEEL CONSTRUCTION, STANDARD PRODUCTION UNIT, NO PROTOTYPE UNITS, NO SUPPORTS BETWEEN SIDES TO POTENTIALLY RESTRICT LOADING OR DISCHARGE.

#### **CAPACITY:**

MINIMUM 100 CUBIC YARDS.

#### **LENGTH;**

MINIMUM 45'.

#### **HEIGHT:**

13' OVERALL WITH A 49" FIFTH WHEEL HEIGHT.

#### **WIDTH:**

102" OVERALL.

#### **SIDES:**

100" HIGH, 10 GA. 80,000# YIELD STEEL. SIDE POSTS ARE 6" WIDE ON 24" CENTERS AND SET AT 90 DEGREE TO THE BOTTOM RAIL WELDED CONTINUOUSLY.

#### **TOPRAIL:**

3" x 4" x 3/16" TUBING ON DRIVERS SIDE

3" x 4" x 3/8" TUBING ON CURB SIDE

ANGLE TOP RAIL 4" x 4" x 1/4" CAPPED.

#### **HOOK ROLLERS:**

THE SIDEWALL SHALL INCORPORATE AN ADJUSTABLE ROLLER TYPE GUIDE SYSTEM TO MINIMIZE SIDE SPREADING WHILE LOAD IS EJECTING, NO EXCEPTIONS.

**RAM GUIDE CHANNEL:**

A 5" x 7" x ¼" FORMED STEEL FLOOR CHANNEL SHALL RUN ENTIRE FLOOR LENGTH TO GUIDE EJECTION RAM. FLOOR CHANNEL WILL INCLUDE 3/16" x 6" CLEANER PLATE GUSSET ON TOP OF GUIDE CHANNEL WITH CONTINUOUS WELD.

**TAILGATE:**

10 GA 80,000# YIELD STEEL BARNDOR TYPE TAILGATE HINGED ON CURBSIDE WITH S-CAM OVER CENTER LATCHING SYSTEM WITH 4 WRAP AROUNDS TYPE LATCHING SYSTEM TAILGATE HINGES WILL CONSIST OF FOUR SETS CONTAINING TWO DEAD AND ONE LIVE HINGE PER SET. LIVE HINGES WILL INCLUDE GREASE FITTINGS. HINGE BAR WILL BE 1-1/4" COLD ROLL ROUND FULL HEIGHT OF GATE.

**FLOOR:**

3/16" 80,000# YIELD STEEL FULL LENGTH.

**CROSSMEMBERS:**

4" JR. I-BEAM ON 12" CENTERS. 4" STRUCTURAL I-BEAMS OVER SUSPENSION.

**BOTTOM RAIL:**

10 GAUGE 50,000# YIELD STEEL FORMED BOTTOM RAIL WELDED TO 4" CROSSMEMBERS.

**FIFTH WHEEL PLATE:**

HEAVY DUTY ¾" STEEL PLATE WITH SAE KINGPIN SET 36" FROM FRONT OF TRAILER.

**HYDRAULIC CYLINDER:**

HEAVY DUTY DOUBLE ACTING 9" x 456" 120,000 LBS OF THRUST TELESCOPIC CYLINDER WITH INTERNAL RELIEF AND THIRD STAGE SUPPORT CARRIER.

**EJECTOR BLADE:**

STEEL 3/16", 80,000# YIELD EJECTION BLADE WITH 3/16" T-1 STEEL REPLACEABLE SHOES. RAM WILL INCLUDE A HOLD DOWN TO KEEP RAM FULLY RETRACTED WHEN TRAILER IS EMPTY. EJECTOR BLADE STINGER MUST BE ENCASED TO TRAILER FLOOR TO PREVENT TRASH BUILDUP UNDER THE STINGER.

**MARKER LIGHTS:**

LED TO MEET FEDERAL CODE 108/D.O.T. REGULATIONS.

**MID-MOUNT TURN SIGNALS:**

LED DIRECTIONAL TURN SIGNALS MOUNTED IN STEEL BRACKETS LOCATED IN CENTER OF TRAILER EACH SIDE.

**REAR CORNERS:**

1" x 17" x 17" L BRACKET ON REAR CORNERS, NO EXCEPTIONS.

**REAR POSTS:**

18" x 1/4" REAR POST EXTENDING BELOW THE FLOOR WELDED TO THE REAR PANEL, NO EXCEPTIONS. 3" x 4" TUBING INSIDE OF REAR POSTS AT FLOOR.

**LIGHT KIT:**

TRUCK-LITE LED SEALED SYSTEM, REPLACEABLE SEAL BEAM.

**TAILLIGHTS:**

LED TAILLIGHTS MOUNTED IN REAR PANEL WITH SCREENS WITH HEAVY DUTY GUSSET TO PROTECT TAILLIGHTS.

**ELECTRICAL:**

A 12 VOLT SYSTEM WITH A 7-WAY CONNECTOR ON FRONT. ALL WIRING TO BE WATERPROOF AND RUN THROUGH RUBBER GROMMETS.

**CATWALK:**

CATWALK MOUNTED IN FRONT OF TRAILER FULL WIDTH. FLUSH MOUNT.

**MUDFLAPS:**

RUBBER FLAPS MOUNTED REAR OF SUSPENSION. STEEL IN FRONT OF TANDEM.

**FRAME:**

10" I-BEAM 15# PER FOOT 34' 6" LONG EXTENDING FROM REAR TO LANDING GEAR.

**SUSPENSION:**

HUTCH CH9700 48,000# 8 LEAF CAPACITY. SPRING HANGERS WILL BE CAST.

**AXLES:**

FIVE INCH ROUND 25,000# CAPACITY 5/8" WALL. 77½ TRACK.

**BRAKES:**

16½" x 7" AIR STANDARD CAM TYPE, WITH AUTOMATIC SLACK ADJUSTERS AND ANTILOCK BRAKE SYSTEM.

**WHEELS:**

10 STUD HUBS, OUTBOARD DRUMS, HUB PILOTTED, UNIMOUNT.

**RIMS:**

8.25 X 24.5 ALCOA® ALLOYS.

**TIRES:**

11R-24.5 BRIDGESTONE 16 PLY

**TIRE CARRIER:**

NO.

**LANDING GEAR:**

SAF-HOLLAND MARK V LGS-4Z113-CS565 DOUBLE CRANK,  
17.6" TRAVEL RATED AT 200,000 STATIC LOAD CAPACITY WITH  
HEAVY ¼" HEAVY DUTY SIDE PLATES.

**BUMPER:**

ICC/LANDFILL TYPE PUSHER WITH TWO TOW HOOKS  
HEAVY DUTY WITH 3/8" TUBING

**LADDER:**

RUNG STYLE LADDER MOUNTED ON DRIVER SIDE FRONT  
BULKHEAD. ADDITIONAL LADDER ON CENTER OF TAILGATE.

**HYDRAULIC SYSTEM:**

3 LINE SYSTEM WITH HOSE HANGERS & 1 – AEROQUIP®  
5601-16-16S 12699 PRESSURE COUPLING, 1 – AEROQUIP®  
5602-16-16S 09799 & 1 – SAFEWAY® S21-8P RETURN  
COUPLINGS MOUNTED ON 108" WIRE BRAID HOSES.

**OIL TANK:**

NO.

**TARPING SYSTEM:**

MESH CRAMARO® SIDE-ROLL EJECTION TARPING TRASH SYSTEM,  
MOUNTED ON THE DRIVER'S SIDE WITH CRANK ACCESSED FROM  
BOTH THE FRONT AND REAR, INCLUDING; 6 – 3" EASY-OFF  
RECESSED TARP STOPS, CRAMARO® PART #136555, 6 – RATCHETS  
WITH 24" STRAP AND J-HOOKS, CRAMARO® PART #136200, MOUNTED  
ON DIRT SHEDDERS USING 3 – SELF-TAPPING BOLTS ON EACH  
RATCHET. FRONT & TAILGATE END CAPS AND A CENTER STRAP.  
TARP ROPE TIE DOWN HOOKS ON BOTH SIDES OF TRAILER. TARP  
CRANKS SECURED UNDER PASSENGER SIDE AND ON CATWALK.  
MUST BE INSTALLED BY CRAMARO®, NO EXCEPTIONS.

**PAINT:**

2 COATS OF PRIMER AND 2 COATS OF EXCALIBUR® DARK GREEN  
PAINT.

**CORROSION & WATER INHIBITOR:**

EXCALIBUR® UC-333 OR EQUIVELENT WHICH IS A WATER BASED, HIGH BUILD BITUMEN THIXTROPIC COATING THAT FORMS A HARD FLEXIBLE FILM AFTER DRYING YET REMAINS FLEXIBLE TO RESIST IMPACT AND CHIPPING. UNDER COATING APPLIED TO CROSSMEMBERS, FRAME, PIN PLATE FLOOR UNDER ENTIRE TRAILER BEFORE PAINTING OR IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.

**WARRANTY/MANUALS:**

MANUFACTURER'S WARRANTY SHALL BE A MINIMUM OF 12 MONTHS WITH NO MILEAGE LIMIT. THERE SHALL BE NO CHARGE FOR TRAVEL, PARTS, OR LABOR FOR COVERED WARRANTY REPAIR. BIDDER MUST ATTACH A COPY OF THE WARRANTY. MANUALS MUST BE PROVIDED FOR THE OPERATION, PARTS AND SERVICE/REPAIR OF THE TRAILER. ALL MUST BE RECEIVED PRIOR TO PAYMENT.

**OVERWEIGHT CERTIFICATION:**

BIDDER MUST SUPPLY AN OVERWEIGHT CERTIFICATION AND ACOMPLETED PERMIT APPLICATION.

**ATTACHMENT B**

FORM OF GENERAL BID

Bid of \_\_\_\_\_ (hereinafter called "Bidder")\*

a corporation, organized and existing under the laws of the state of \_\_\_\_\_

a partnership

a joint venture

an individual  
doing business as \_\_\_\_\_

To the Town of Sandwich, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as Invitation for Bids for 100 Cubic Yard Steel Ejector Open Top Trailer, hereby proposes to furnish all materials and supplies in accordance with the contract documents and the purchase description and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

B) The Bidder agrees to perform the work described in the specifications and shown on the plans for the following contract price:

BID PRICE (NUMERICAL);

\$ \_\_\_\_\_

TOTAL BID PRICE (WRITTEN IN WORDS);

(WORDED AMOUNT HAS PRECEDENCE)

\_\_\_\_\_ DOLLARS

And \_\_\_\_\_ CENTS

\_\_\_\_\_  
*\*Specify corporation, partnership or individual as applicable*



Respectfully submitted:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name of Bidder)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Telephone Number)

**ATTACHMENT C**

**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.

\_\_\_\_\_  
(Signature of person signing the bid)

\_\_\_\_\_  
(Name of Business)

**ATTACHMENT D**

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

\_\_\_\_\_, authorized signatory for

\_\_\_\_\_, do hereby certify under the pains and penalties  
(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of  
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and  
remitting child support.

CONTRACTOR

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**ATTACHMENT E**

**CERTIFICATE OF CORPORATE AUTHORITY**

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

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid and binding upon this corporation.  
(Officer)

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of said  
corporation, and that the above vote has not been amended or rescinded and remains in full force  
and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

# **ATTACHMENT F**

## **DRAFT CONTRACT**

### **GOODS AND SERVICES AGREEMENT**

The following provisions shall constitute an Agreement between the Town of \_\_\_\_\_, acting by and through its \_\_\_\_\_, hereinafter referred to as "Town," and \_\_\_\_\_, with an address of \_\_\_\_\_ hereinafter referred to as "Contractor", effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. In consideration of the mutual covenants contained herein, the parties agree as follows:

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

The Contractor shall perform all work and furnish all services necessary to provide the Town with \_\_\_\_\_. The Contractor shall perform all work in accordance with the specifications contained in Attachment A.

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

The Contractor shall complete all work and services required hereunder on or before \_\_\_\_\_.

#### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \_\_\_\_\_ in accordance with the provisions of the specifications, or as set forth in an attachment hereto.

#### **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 or repeated 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.

The Town may terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**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.

**ARTICLE 11: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

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

Automobile Liability

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.



**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

\_\_\_\_\_, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF \_\_\_\_\_

by

by its \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_

Approved as to Availability of Funds:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
Town Accountant      Contract Sum