

Town of Londonderry, Vermont

100 Old School Street
South Londonderry, VT 05155
802-824-3356
www.londonderryvt.org

INVITATION TO BID

RFP NO. 2023-05

DATE: May 18, 2023

PROJECT TITLE: FY2024 Winter Sand

PROPOSAL DUE DATES: Bid proposals are due by **Wednesday, May 31, 2023**, no later than 2:00 PM. See section 5 for specific directions on bid submission.

PROPOSED TIME PERIOD FOR CONTRACT: Initial product delivery must be completed by **September 30, 2023**.

BIDDER ELIGIBILITY:

This procurement is open to those bidders who satisfy the minimum qualifications stated herein and are available for work in the State of Vermont.

CONTENTS OF THE INVITATION TO BID (ITB):

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1. INTRODUCTION

A. Purpose

Proposals are requested for supply/delivery of winter sand for Town Highway and other maintenance activities.

2. SCOPE OF WORK

A. The Town is requesting bids for two options on the supply of a minimum of 4,000 cubic yards (CY) of screened winter sand for the 2023-24 winter season:

- 1) Delivered to the Town salt/sand shed on 4215 VT Route 100. Initial delivery will be 4,000 CY by no later than September 30, 2023, and subsequent deliveries as needed, with a minimum delivery of 500 CY.

- 2) Sand only, with Town picking up at supply location.
- B. Sand shall meet the following specification: Winter road sand – 9/16” square sieve; 95-100% passing.
- C. All deliveries shall be made to the Town of Londonderry salt/sand shed on under the supervision and request of the Town Road Foreman, (802-376-6482) or his designee.
- D. Terms and conditions may be further defined in a formal contract.
- E. Contractors will submit an all-inclusive, fixed price bid, including sub-contractor costs, if applicable.

3. GENERAL INFORMATION FOR BIDDERS

A. Right to Accept or Reject Proposals

The Town reserves the right to accept or reject any proposal, at their sole discretion, and to award a contract based solely on their determination of the best proposal considering all circumstances and conditions applicable to this project.

B. Right to Cancel or Postpone the Project

The Town reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this ITB.

C. Right to Retain and/or Utilize Information Contained in Submitted Proposals

The Town reserves the right to retain all of the proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this ITB unless clearly stated to the contrary and specifically noted in the proposal submitted and confirmed in the contract between the Town and the selected firm.

4. PRICING

- A. Proposals will clearly state and explain all costs associated with the services to be provided as defined in Section 2, Scope of Work. The Town will not make advance, incremental or partial payments. All work/deliveries must be satisfactorily completed before being invoiced.
- B. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

5. SUBMISSION OF PROPOSALS

- A. Bids should be submitted electronically to the following email address: townadmin@londonderryvt.org. Bids will also be accepted by mail or in person.
- B. Respondents are required to use the enclosed Bid Proposal Form (page 6) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email address above. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
- C. All proposals must be submitted to the Town of Londonderry in care of the RFP Coordinator with reference to “**FY2024 Winter Sand Bid**” in the email subject line, or on the envelope if submitted by mail or in-person. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
- D. There will be no public opening of the bids received by the Town, but they will be reviewed by the Londonderry Selectboard soon after the submission deadline.

6. GENERAL PROVISIONS

A. RFP Coordinator

- 1) The Town Administrator will serve as the single point of contact for this solicitation:

Shane O’Keefe, Town Administrator
Town of Londonderry
100 Old School Street
South Londonderry, VT 05155

Phone: 802-824-3356, ext. 5 Email: townadmin@londonderryvt.org

- 2) Except as noted below, all communication between the bidder and the Town upon release of this ITB shall be with the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the RFP Coordinator.
- 3) Should potential bidders wish to view the Town salt and sand shed with a Town representative prior to bidding, please contact Road Foreman Josh Dryden at 802-824-3471 before May 26, 2023.

B. No Obligation to Contract

This ITB does not obligate the Town to contract for services specified herein. The Town reserves the right to reject all bids and to either withdraw the ITB or reissue a revised ITB at a later time.

C. Commitment of Funds

The Town of Londonderry Selectboard is the only entity that may legally commit the Town to the expenditures of funds for a contract resulting from this ITB. No costs chargeable to the proposed contract may be incurred before receipt of a fully and properly executed contract.

D. Right to Extend Contracts

The Town reserves the right to extend a contract for ongoing services without reissuing an ITB.

E. Insurance Requirements

- 1) The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- 2) The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is performed. The Contractor's policies shall name the "Town of Londonderry, Vermont" as an additional insured.
- 3) By submitting a bid, Bidder warrants and promises that it will comply with all State of Vermont and federal requirements for the transportation, storage and handling of the fuel to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property, or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
- 4) Liability Insurance -- Contractor shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and General Aggregate coverage of at least \$2,000,000.
- 5) Automobile Liability Insurance -- Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.

- 6) Workers' Compensation -- The Contractor will, at all times during its service to the Town, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Town will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

7. EVALUATION AND CONTRACT AWARD

A. Evaluation Procedure

- 1) Proposals will be evaluated in accordance with the requirements stated in this request and the Town of Londonderry Purchasing Policy.
- 2) The RFP Coordinator may contact the bidder for clarification of any portion of the bidder's proposal.

B. Evaluation and Selection Criteria

The Town will consider the following criteria when evaluating and selecting proposals:

- Price.
- Clarity and completeness of the submitted proposal.
- Bidder's ability to perform within the specified time limits.
- Bidder's experience and reputation, including past performance for the Town of Londonderry.
- Quality of the materials and services specified in the bid.
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any.
- Bidder's availability to provide future service, maintenance, and support.
- Bidder's financial stability.
- Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

C. Notification to Bidders

The RFP Coordinator will notify the apparently successful Contractor of the Town's selection as soon as possible following the Selectboard's acceptance of the bid and awarding of a contract.

D. Start of Work

Work will commence on a date and time mutually agreed to by the Town and the Contractor, following the execution of an approved and signed contract.

Bid Proposal Form is on following page

8. BID PROPOSAL FORM

Due: May 31, 2023 at 2:00 PM

Complete and submit the following proposal, please write clearly

1. BID PROPOSAL: Check here [] if supplementary documentation is attached.

Bid Option	Quantity - Description	Cost per Cubic yard (\$)	Total cost (\$)
A. <u>Sand Delivered</u>	4,000 cubic yards – 9/16” sand		
B. <u>Sand Only</u>	4,000 cubic yards – 9/16” sand		
	Location of Bidder’s sand supply Location:		

NOTES: All prices above shall be valid for 30 days and for the duration of the contract period. All prices shall include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

Company: _____

Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Signature: _____ **Date:** _____

[END OF DOCUMENT]