



**TOWN OF EDGARTOWN**  
*Massachusetts*

**SELECTMEN'S OFFICE**

INVITATION FOR BIDS:

**"HARBOR LAUNCH SERVICE"**

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PLANS AVAILABLE: 10:00 a.m. Thursday April 15, 2021

## INVITATION FOR BIDS HARBOR LAUNCH SERVICE

The Town of Edgartown, acting through its Board of Selectmen, is seeking competitive sealed bids for boat launch services to be provided to and from Town-owned moorings throughout Edgartown Harbor for the 2021 summer season. The contract resulting from this IFB is a one year contract with two one-year options to renew. The period of services will be from Friday, May 21, 2021 through Sunday, October 17, 2021:

- During the months of June, September and October, launch services will be needed seven (7) days a week from 8:00am until 11:00pm.
- During the months of July and August, launch services will be needed seven (7) days a week from 8:00am until 12:00am.

The Town will require the awarded contractor to have a minimum of three (3) launch boats available for use in Edgartown Harbor for the season. It will be the contractor's responsibility to determine how many launches are active at a given time, based on demand. All launch boats and operators are to be fully equipped and certified by the U.S. Coast Guard.

An end of the year report stating the number of sailors hauled throughout the season shall be provided to the Edgartown Harbormaster prior to November 15, 2021. Failure to submit this report will disqualify any contract renewal for 2022.

The Town aims to offer its seasonal visitors the most competitive rate for these services; Contract award will be based on the following bid submission requirements, the minimum quality requirements as stated in Part III and the cost per person offered.

### PART I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

1. Bids must be submitted, *sealed and in writing*, to the Town of Edgartown's Procurement Office, Edgartown Town Hall, Third Floor, 70 Main Street (or mailed to P.O. Box 5158), Edgartown Massachusetts 02539, in a package plainly marked "*Bid for HARBOR LAUNCH SERVICE, Ref: SO-21-03*" **on or before 1:00 p.m, Wednesday, May 5, 2021**. Bids will be publicly opened at that time by the Chief Procurement Officer and a witness. No bids submitted after that time will be accepted. Bids must include all the required materials and information.
2. AWARD DATE: Award will be made within ten (10) days after the bid opening unless otherwise stated in the specifications, or the time for award is extended by mutual consent of all parties.
3. Contractor agrees to provide the services specified in this IFB, for the price offered, for a one (1) year term, with two (2) additional one-year options to extend, to be provided at the sole discretion of the Town of Edgartown. Dates for the optional second and third year of this agreement are to be determined. Notwithstanding anything in the Agreement to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant, whose signature on the Agreement certifies that funds are available only for the current year.
4. If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed, emailed or faxed to all bidders on record as having requested the IFB.
5. Bidders shall promptly notify the Town of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions. Such

- notification must be received by the Town well before the date bids are due in order to provide sufficient time for the Town to review the notification and respond before the date bids are due if the Town deems it appropriate.
6. Questions concerning this IFB must be submitted in writing to: Jennifer Smyth, Chief Procurement Officer, Edgartown, MA (70 Main St or PO Box 5158) no later than 12:00 noon, Friday, April 30, 2021. Questions may be delivered, mailed, emailed (jsmyth@edgartown-ma.us) or faxed (508-627-6123). Written responses will be emailed or faxed to all bidders on record as having requested the IFB.
  7. Bids may be modified, corrected or withdrawn only by written correspondence received by the Town of Edgartown prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_ REF: SO-21-03".
  8. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Edgartown or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.
  9. The Town of Edgartown reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.
  10. The Town of Edgartown will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the Town of Edgartown.
  11. Responders must be willing to enter into the Town of Edgartown's standard form contract (ATTACHMENT 3) that will include the Scope of Services description and Additional Information section of this IFB.
  12. The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service
  13. Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
  14. Any bids received after the advertised date and time for opening will be returned to the responder unopened.
  15. Purchases by the Town of Edgartown are exempt from federal, state and municipal sales and/or excise taxes. The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.

16. The Tax Compliance Certification and Certificate of Non-Collusion must be included with the bid response. They are provided in this IFB as ATTACHMENT 1. The bid must be signed by an authorized individual.
17. Unexpected closures: If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire or weather, the bid opening will be postponed until 1:00pm on the next normal business day. Bids will be accepted until that date and time.
18. The Town of Edgartown is an Equal Opportunity Employer. The Town encourages proposals from qualified MBE/DBE/WBE firms.
19. Bidders should be aware that many overnight mailing services do not guarantee service to Edgartown.
20. A complete list of references and proof of insurance must be submitted with the bid; see PART III, ADDITIONAL INFORMATION.

## **PART II. SCOPE OF WORK**

The period of services will be from **Friday, May 21, 2021** until **Sunday October 17, 2021**. A minimum of three launch boats shall be provided and will remain in Edgartown for the season. It shall be the awarded Contractor's responsibility to determine how many launches to run at any given time, based on the demand.

Launch services will be needed from:

- 8:00am until 11:00pm, SEVEN DAYS per week during June, September and October (through 10/17/21), with service as needed.
- 8:00am until 12:00am, SEVEN DAYS per week, during July and August, with service as needed.

Service to be provided to the following areas:

- Anchorage area to the east of Edgartown Light and north of the Chappaquiddick Beach Club
- General inner harbor mooring areas from Edgartown Light south to Long Point on Chappaquiddick

Launches to be fully equipped and certified by the US Coast Guard and must meet the following specifications or equivalent:

- Inboard Diesel propulsion
- Overall length of not less than 22 feet and not more than 32 feet
- Personnel capacity certified for not less than 15 and not more than 35 passengers

Proposers shall furnish all US Coast Guard certified operators, proof of vessel and operator certification, maintenance and maintenance personnel, public and employee liability insurance in an amount of not less than \$1,000,000 coverage per person and \$3,000,000 per incident.

- ❖ The Town will furnish a landing/discharge area as well as service moorings, if required.

At the close of the season, a year-end report indicating the number of sailors serviced shall be provided to the Harbormaster. The awarded contractor will consult with the Harbormaster regarding the details of this report prior to May 21, 2021.

### **PART III. ADDITIONAL INFORMATION**

#### **QUALIFICATIONS OF BIDDER**

The Town may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid **must include** the name of a local contact person who can be reached in the event of an emergency.

Each bid **must include** a list of at least five references with whom the Contractor has done business with in the last two years.

#### **BIDDER'S REPRESENTATION:**

Each Bidder by making a bid represents that:

1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted. The Town will not be responsible for errors, omissions and/or charges for extra work arising from Bidder's failure to familiarize itself with the Contract Documents or existing conditions.

#### **PREPARATION AND SUBMISSION OF BIDS**

Bids shall be submitted on the "Form for General Bids" (provided as ATTACHMENT 2) as appropriate, furnished at no cost by the Town of Edgartown.

Date and time for receipt of bids is set forth on page 2 of these Instructions to Bidders. Any bid not received by the applicable deadline will not be accepted.

Timely delivery of a bid at the location designated shall be the full responsibility of the Bidders.

#### **NON-PERFORMANCE**

If at any time the launch services are deemed inadequate, the Town will notify the Contractor in writing and will specify the nature of the inadequacy. If no action is taken by the Contractor, the Town reserves the right to solicit the services of another company, and no further payments will be made to the Contractor. If the Contractor is routinely unable to keep the launches in good appearance and working order, according to the Town, it will be considered as a failure to execute the contract and written notice will be provided.

## INSURANCE REQUIREMENTS

The Contractor shall have proof of workers compensation, vehicle, and general liability insurance. Contractor shall submit originals of each certificate of insurance, acceptable to the Town with bid submission. Certificates shall show each type of insurance, insurance company, policy number, and amount of insurance.

## **PART IV. CONTRACT AWARD**

Award means the determination and selection of the lowest, responsible and eligible Bidder, by the Awarding Authority, the Town. The Town will award the contract to the lowest responsible and eligible Bidder within ten (10) days of bid due date.

The Town reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified. The term "lowest responsible and eligible bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

The Town reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

In the event that the Town receives low bids in identical amounts from two or more responsive and responsible Bidders, the Town shall select the successful Bidder by flipping a coin. The low Bidders who are under consideration will be invited to attend and observe the selection process.

Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Town a contract in the form included in the Contract Documents in such number of counterparts as the Town may require.

The successful bidder, upon his failure or refusal to execute and deliver the contract as required within five days after he has received notice of the acceptance of his bid, shall risk forfeiting his designation as successful bidder.

## **PART V: ATTACHMENTS**

1. CERTIFICATE OF NON-COLLUSION & TAX COMPLIANCE CERTIFICATION
2. BID RESPONSE FORM
3. GENERAL CONTRACT

**ATTACHMENT 1**

**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.

**TAX COMPLIANCE CERTIFICATION:**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**ANTI-DISCRIMINATION REQUIREMENTS: FAIR EMPLOYMENT PRACTICES RELATIVE TO TOWN CONTRACT:**

It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin sex, age, or ancestry.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name



**ATTACHMENT 2**

**BID RESPONSE FORM (2 PAGES)**

**HARBOR LAUNCH SERVICE**

Name of Bidder	Telephone Number
Address	City, State, Zip
Email	FEIN or SSN

*The undersigned proposes to furnish the supplies and services outlined in the above Invitation for Bids for the contract price specified herein:*

LOCATION	RATE PER PERSON (ONE WAY)
East of Edg Light/North of Chappy Beach Club	
General Inner Harbor	

Signature of Bidder	Date
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**ATTACHMENT 3**  
**GENERAL CONTRACT**

**Town of Edgartown General Agreement**

This agreement ("Contract") is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Town of Edgartown, herein after called the "TOWN" and \_\_\_\_\_, herein after called the "Contractor".

The TOWN and Contractor agree as follows:

**Article 1. Scope of Work.** The Work under this Contract is defined as all work required by the IFB "HARBOR LAUNCH SERVICE" advertised March 17, 2021 and prepared by the TOWN.

**Article 2. Contract Length.** The work for this project shall take place during the timeframe set forth in the IFB.

**Article 3. Contract Price.** The Owner shall pay the Contractor, in current funds, for the performance of the work, the total Contract Price of: \_\_\_\_\_.

**Article 4. Approved Subcontractors.** No Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Owner.

**Article 5. Certifications.** Pursuant to M.G.L. c 62, §49a, the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws.

**Article 6. The Contract Documents:** The following documents form the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

- The Advertisement
- The Instructions to Bidders
- The General Bid Submitted by the Contractor
- This Owner-Contractor Agreement
- The General Conditions of the Contract
- All Approved Change Orders issued after execution of this Owner-Contractor Agreement.

**Article 7. Notices.** Notices to the Contractor shall be deemed given when hand delivered to the Contractor's Representative in person, or when deposited in the U.S. Mail addressed to the Contractor at the Contractor's address specified in the Owner-Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the TOWN, notices and deliveries to the TOWN shall be effective only when delivered to the TOWN at the address specified in the Owner-Contractor Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the TOWN to receive official notices.

**Article 8. Contract Renewal Terms.** Contractor agrees to provide the services specified in the IFB for the Town, as described in Contractor's response, dated April \_\_\_\_ 2021, to the IFB, for a one (1) year term, with two (2) additional one-year options to extend, to be provided at the sole discretion of the TOWN.

Dates for the optional second and third year of this agreement are to be determined. Notwithstanding anything in this Agreement to the contrary, any and all payments which the TOWN is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant, whose signature on this Agreement certifies that funds are available for 2017 only, at this time.

In Witness whereof, the parties hereto have caused this instrument to be executed in triplicate under seal as of the set for above.

**Contractor:**

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

Printed: \_\_\_\_\_

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

**Owner:**

By Executing this Agreement, the undersigned authorized signatory of the Owner, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that all the applicable provisions of M.G.L c. 30B have been complied with.

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

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

**CERTIFICATION AS TO AVAILABILITY OF FUNDS REQUIRED BY M.G.L. c. 44.31C FOR CITIES AND TOWNS:**

\_\_\_\_\_  
Amy Tierney, Town Accountant

\_\_\_\_\_  
Date