



INVITATION TO BID

AVAILABILITY OF LEASING FOR PILOT BOAT DOCKING FACILITIES CAPE COD CANAL, MASSACHUSETTS

1. Sealed bids will be received until Friday 10:00 A.M. Eastern Standard Time (EST) March 12, 2021 for leasing docking facilities at East Boat Basin, Cape Cod Canal, Massachusetts, more particularly described in the description attached hereto and shown marked in red on the enclosed map identified as "Exhibit A". Further information may be obtained from:

Town of Sandwich Marina
12 Freezer Road
Sandwich, MA 02563
(508) 833-0808

2. Any lease granted will be for a term of three (3) years, with an optional two year extension at the sole discretion of the Town. Written notice of acceptance of bid will be given. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements herein contained.

3. Lessee shall operate pilot boats that are in conformance with 46 Code of Federal Register (CFR), Parts 24-28, 67-69, 175-185 and the Code of Massachusetts Regulations 995, Chapter 4 sections 4.20 and 4.21.

4. Each bid must be accompanied by a certified check, cashier's check or postal money order, payable to Town of Sandwich in an amount not less than ten percent (10%) of the total five year bid amount. The deposit of the successful applicant will be retained by the Town to apply against payment of the annual rental offered and deposits of unsuccessful applicants will be returned without interest, within 14 business days.

5. The maximum vessel size shall be LOA 45 feet, Beam 15 feet, and Draft of 5 feet. The vessel shall be used exclusively for pilot boat services or support thereof. Any other activities are prohibited.

6. Bids should be entered on the attached sheet, signed and mailed to reach this office by 10:00 A.M., EST on Friday March 12, 2021 at which time and place they will be publicly opened and read aloud.

7. Envelope should be addressed to Town of Sandwich Marina P.O. Box 1393 Sandwich, MA 02563 and marked (Attn: **Pilot Boat Bid 2021 to be opened March 12, 2021**) in the lower left hand corner of the envelope.

DESCRIPTION

Space will be provided at the end of E Dock of the East Boat Basin, Cape Cod Canal, Massachusetts, which is designated for Pilot Boats, as marked in red on Exhibit "A", attached hereto and by this reference made a part hereof. Electric utility service, not to exceed 3,000 watts, will be furnished by the Town of Sandwich at no additional cost to the winning bidder. The winning bidder will be assigned one of the two Pilot Boat slips at the end of E Dock.

INSTRUCTIONS TO BIDDER

All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements herein contained. Bidders are advised to review carefully the attached terms of agreement. Bids must be submitted on the bid form attached hereto. All bidders must completely fill out attachments (1) through (3).

The attached Certificate of Non-Collusion and Certificate of Tax Compliance must be executed by the bidder and submitted with his/her bid.

Each bid must give the full address of the bidder and be signed by the bidder. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the bidder.

It will be the duty of each bidder to assure that his bid is received in the designated town office by the time prescribed in the Invitation to Bid. Bids received prior to the time of opening will be securely kept, unopened. Bid notifications or withdrawals, appropriately marked as was the original bid may be submitted in writing prior to the deadline for submission of bids. No bid or modifications of bid or withdrawals of a bid shall be received after the time established for submission. All modifications of a bid or withdrawals of a bid must be in writing. Telegraphic bids will not be considered, but modifications or withdrawals by telegraph of bids already submitted will be considered if modifications are expressed as an addition to or deduction from the original bid price rather than the actual revised bid and are received prior to the time set for opening bids.

Negligence on the part of the bidder in preparing his bid confers no right to withdraw the bid after it has opened. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and other interested persons, who may be present either in person or by representative.

Bidders must complete and meet the qualifications and conditions certified in the attached Bid Qualification Form. The Bid Qualification Form must be included in the bid submitted.

BID DEPOSIT AND LEASE PAYMENT DETAILS

Each bid must be accompanied by a certified check, cashier's check or postal money order, payable to The Town of Sandwich in an amount not less than ten percent (10%) of the total five year bid amount. The deposit of the successful applicant will be retained by the Town to apply against payment of the annual rental offered and deposits of unsuccessful applicants will be returned without interest, as promptly as possible after rejection.

The first half of the annual slip payment balance must be made by March 15, 2021. The second payment is due May 1, 2021.

ACCEPTANCE OF BIDS

Bids will be accepted in the Town of Sandwich Harbormaster's Office until Friday March 12, 2021 at 10:00 A.M, and will be opened in public at that time. Notice of award will be given to successful bidders as soon after the date of opening bids as practicable, but in no event later than (60) days after the date for submission stated above. Notice of the acceptance of a bid, if not given to the successful bidder personally or to a duly authorized representative of such bidder, will be deemed to have been sufficiently given when mailed in a post paid or franked envelope to the successful bidder at the address indicated in his/her bid.

REJECTION OF BIDS

The right is reserved, as the interest of the Town may require, to reject any and all bids and to waive any informality in bids received, to accept or reject any portion of the bid, or to cancel this procurement at any time.

AWARD OF SLIP ASSIGNMENT

Slip assignment will be awarded to the responsible and responsive bidder offering the highest total bid price, and complying with the conditions of this Invitation to Bid, and the award is in the best interest of the Town of Sandwich. Bidders may bid on one slip only. The sum of all five years will be used to determine the total bid price.

DEFAULT

In the event of failure on the part of the successful bidder to enter into a lease agreement and to pay 50% of the rental due within Fifteen (15) days of awarding of the slip the Town Manager may declare the bidder in default, withdraw the slip award and retain the deposit as liquidated damages. The Town Manager may thereafter award the slip to the bidder offering the next highest lease payment.

CERTIFICATION

Applicants for Pilot Boat Slip Lease must provide the following.

1. Certificate of Insurance with a combined single limit of liability of at least one million dollars (\$1,000,000)/per occurrence and \$3,000,000/aggregate, naming the Town and the Sandwich Marina as additional insured.
2. Identify number of year's experience running Pilot Boat operation. All bidders must have a minimum of two years experience.
3. Identify the number of days in previous year that the Pilot Boat was in operation and the number of hours.

AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Town", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

SUPERVISION BY THE TOWN

The use and occupation of the premises shall be subject to the general supervision and approval of the Harbormaster, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the Town to make any alterations, repairs, or additions thereto.

TRANSFERS AND ASSIGNMENTS

Without prior written approval of the Town, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the Town.

PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to the property of the Town by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the Town damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

INDEMNITY

The Town shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the Town harmless from any and all such claims not including damages due to the fault or negligence of the Town or its contractors.

RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on rental adjustment. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the said officer, the property shall either become the property of the Town without compensation therefore, or the said officer may cause the property to be removed and no claim for damages against the Town or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the Town on demand any sum which be expended by the Town after the expiration, revocation, or termination of this lease in restoring the premises.

NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the American with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Town, interfere with the use of the premises by the Lessee.

TERMINATION

This lease may be terminated by the Lessee at any time by giving the Town at least thirty (30) days notice in writing provided that no refund by the Town of any rental previously paid shall be made, and provided further, that in the event that said notice is not given at least thirty (30) days prior to the rental due date, the Lessee shall be required to pay the rental for the period shown in the condition on **CONSIDERATION**.

CONSIDERATION

(1) The Town will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

PROHIBITED USES

(1) The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit for sale, storage, or dispensing of beer or other intoxicating liquors on the premises.

PROHIBITED USES (Continued):

(2) The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the Town.

NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the Town.

ENVIRONMENTAL PROTECTION

Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local government agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

Bids must be in a sealed envelope, marked and addressed as follows:

To: Town of Sandwich Marina P.O. Box 1393 Sandwich, MA 02563 and marked (Attn: **Pilot Boat Bid 2020 to be opened March 12, 2021**) in the lower left hand corner of the envelope.

Location to be opened:

Time: 10:00 a.m.

Date: Friday, March 12, 2021

**Place: Sandwich Marina
12 Freezer Road
Sandwich, MA 02563**

Attachments:

- (1) Bid Qualification Form**
- (2) Bid Application for Pilot Boat Slip**
- (3) Certificate of Non-Collusion and Certificate of Tax Compliance**
- (4) Copy of the East Boat Basin Rules and Regulations.**
- (5) Exhibit "A"- map of slip location in marina.**

ATTACHMENT (1)

BID QUALIFICATION FORM

I. Please provide the following information for each person who has an ownership interest in vessel (i.e. Partner):

Name(s):

- 1. _____
- 2. _____

Address(es)

- 1. _____
- 2. _____

Email addresses:

- 1. _____
- 2. _____

Telephone Number(s):

- 1. _____
- 2. _____

Driver's License Number(s):

- 1. _____
- 2. _____

State/Date of Expiration:

- 1. _____
- 2. _____

DOCUMENTATION REQUIRED TO ACCOMPANY BID FORM

- 1. Copy of Documentation Papers/Registration
- 2. Copy of Insurance Policy with full liability coverage
- 3. Copy of Vessel's 2020/21 Log:

**BID QUALIFICATION FORM
(Continued)**

II Vessel Information:

Name of Boat: _____

Boat Registration No./Coast Guard Documentation No: _____
(attach copy of registration or documentation)

Length overall (Including pulpit): _____

Beam: _____ Draft (Unloaded): _____ Loaded: _____

Hull type (check one): Wood _____ Steel _____ Fiberglass _____

Is vessel insured? Yes: _____ No: _____

If "Yes" Name of Insurance Company: _____
(check applicable coverage)

Minimum Insurance Requirements:

Hull: _____ P & I: _____ Pollution: _____

Emergency Contact Information

Emergency contacts: Two names are required other than those listed above and telephone numbers.

Name:	Telephone #
1. _____	_____

2. _____	_____
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ATTACHMENT (2)

BID APPLICATION FOR PILOT BOAT SLIP

Certification by Owner/Authorized Agent:

I, _____, do hereby certify that I acting on behalf of
(please check appropriate box)

_____ myself

_____ said partnership

and have read and am familiar with the Sandwich East Boat Basin Marina
Rules and Regulation and shall comply with all the regulations.

Name: _____ Title: _____

Bid: \$ _____ 2021 (Calendar Year)

Bid: \$ _____ 2022 (Calendar Year)

Bid: \$ _____ 2023 (Calendar Year)

Bid: \$ _____ 2024 (if lease is extended)

Bid: \$ _____ 2025 (if lease is extended)

Sum of all five years will be used to determine the total bid price.

Total: \$ _____

Signature of bid applicant: _____

Address of bid applicant: _____

Telephone number: _____

Email Address: _____

ATTACHMENT (3)

Certificate of Non-Collusion

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 other organization, entity, or group of individuals.

Signature of person signing bid or proposal

Name of Business

Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A9B), I, _____,

authorized signatory for _____,
(Name of 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.

Contractor -

By: _____
Signature of Authorized Representative

Title

Date

2021 Pilot Boat Bid
Exhibit A

