



Peabody Municipal Light Plant

Warren Street Extension • Peabody, Massachusetts 01960 • Telephone: 978-531-5975 FAX: 978-531-5476

LEGAL NOTICE

Peabody Municipal Light Plant is asking for bids on: --

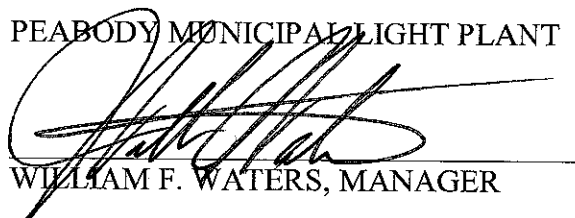
SALE OF SCRAP MATERIAL

Specifications and bid documents may be obtained at the Peabody Municipal Light Plant, 201 Warren Street Extension, Peabody, Massachusetts or at our website **WWW.PMLP.COM**.

Bids will be received at the Peabody Municipal Light Plant office until 11:00 a.m. on Tuesday, October 27, 2009, at which time they will be publicly opened and read. Proposals must be accompanied by a completed Bid Form.

The Peabody Municipal Lighting Commission reserves the right to reject any or all bids as authorized by law.

PEABODY MUNICIPAL LIGHT PLANT



WILLIAM F. WATERS, MANAGER

WFM/pas

ADV.: Salem News – 10/9/09
Dodge Reports
PMLP Website

BID PACKAGE & SPECIFICATIONS

APPROVED BY:


Division Manager

PEABODY MUNICIPAL LIGHT PLANT

BID - SALE OF SCRAP MATERIALS

INSTRUCTIONS TO BIDDERS

1. Peabody Municipal Light Plant (PMLP) will receive bids for sale of scrap materials until 11:00 a.m., Tuesday, October 27, 2009 at its General Offices at 201 Warren Street Extension, Peabody, Massachusetts, 01960, at which time the bids will be publicly opened and read.
2. BIDS --
 - A. All bids must be submitted along with the completed Bid Form provided in this documentation. If additional space is required, it shall be so noted on a supplemental attachment under the bidder's letterhead and entitled "Remarks". This attachment shall become a part of the Bid Form.
 - B. The Bid Form shall be without interlineations, alterations, erasures or changes in phraseology.
 - C. The Bid Form shall be enclosed in a sealed envelope, clearly marked on the outside with the bidders name and address, and the following bold lettering: "**BID: SALE OF SCRAP MATERIALS**".

Three copies of all bids must be submitted in a sealed envelope properly marked with the Title of the bid and mailed/delivered to:

Peabody Municipal Light Plant
201 Warren Street Extension
Peabody, MA 01960
ATTENTION: William F. Waters

- D. The Bid Form and supplemental sheets identified on same shall constitute and shall hereinafter be termed the "Bid".
- E. The firm submitting a bid shall assume the responsibility of making a careful examination of the scrap materials. Bidders will be required, at their own expense, to comply with all statutes, regulations, ordinances and tests which may be applicable.
- F. Each firm submitting a bid shall notify PMLP, in writing, if they find any discrepancies or omissions from this documentation, or if in doubt as to its meaning. If an explanation is necessary, a reply will be made by an addendum issued to all firms who have received said documentation. PMLP will not give verbal answers to any inquiries regarding the meanings of the documentation. All inquiries should be addressed to PMLP, Attention: William F. Waters, 201 Warren Street Extension, Peabody, Massachusetts, 01960.

3. SITE INSPECTIONS --

PMLP is not responsible for any inspections, visits, etc., that may be made to any sites in connection with this bid. The coordination, approval, and expense for such inspections, visits, etc., is the responsibility of the firm submitting the bid.

4. PRICES --

The bid prices shall include everything necessary for fulfillment of the Contract. Removal and transportation (from PMLP property, Peabody, MA) of all scrap material will be at the total expense of the bidder.

5. ESCALATOR CLAUSES --

If firm prices cannot be quoted, the Bidder shall base the escalation provision upon the index stipulated in the documentation attached thereto. Failure to do so will be considered grounds for rejection of the bid.

The PMLP reserves the right to consider any bid which may be offered subject to an escalator clause, up or down, that is clearly defined as to basis of escalation, specifically, a given highest posted price in a nationally recognized index provided that no other index is stipulated in the attached specifications.

6. EXECUTION OF CONTRACT --

- A. The Successful Bidder will be notified of the award of the Contract in writing and shall properly and promptly execute a Contract on the PMLP Contract Form, within fifteen (15) days after receiving notification of the Award of the Contract.
- B. The Contract, when executed, shall be deemed to include the entire agreement between the parties. The Seller shall not be entitled to any modifications resulting from unauthorized claims or statements made by representatives of PMLP or other persons.

7. TERMS AND CONDITIONS --

The terms and conditions of the contract shall also be in accordance with the attachment entitled "Seller's Terms and Conditions." Any exceptions to these terms and conditions must be clearly identified in the bid under the category of exceptions to the Purchaser's Terms and Conditions.

8. DEFINITIONS --

The names and words Peabody Municipal Light Plant, PMLP, Owner, and Seller as used in these documents are synonymous. The names and words, Bidder, Contractor, Firm, and Buyer as used in these Contract documents are synonymous.

9. RIGHT TO ACCEPT OR REJECT BIDS --

PMLP reserves the right to accept or reject bids or portions thereof, and to reject all bids, to waive any formalities in the process, if it is deemed to be in the best interests of PMLP. Proposals received after the public opening date and time will not be accepted.

10. ITEMS CONTAINED IN THE BID PACKAGE --

- Legal Notice
- Instructions to Bidders
- Seller's Terms and Conditions
- Scrap Materials Description & Removal Conditions
- Sample Contract
- Bid Form

SELLER'S TERMS AND CONDITIONS
SCRAP MATERIALS SALES CONTRACT

1. ENTIRE AGREEMENT AND AMENDMENTS

The terms and provisions of this Contract, together with the terms and provisions of all documents incorporated herein by reference, constitute the full and entire Contract between the Purchaser and the Seller concerning the matters set forth herein, and no other agreement or understanding of any nature whatsoever has been entered into or will be recognized, nor has the Seller made any inducements or representations to the Purchaser except as expressly stated in this Contract. No modification of this Contract shall be binding or have any force or effect on either party, unless reduced to writing and signed by the Purchaser and the Seller, or the authorized representatives of same. No provision of this Contract is intended or shall be construed to be for the benefit of any third party.

2. PERFORMANCE

Time is of the essence in this Contract. If the Purchaser shall fail in any respect to prosecute the scrap materials removal work with promptness and diligence, the Seller may cancel this Contract in part or in its entirety without liability for the cancelled part(s).

3. INDEPENDENT CONTRACTOR RELATIONSHIP

The Purchaser shall perform scrap materials removal work as an independent contractor.

4. INSPECTION

All scrap material to be removed and all equipment and/or work to remove said materials under this contract is subject to inspection by the Seller or its representative. The Purchaser shall allow the Seller or its representative free access to Purchaser's works and provide free access to the works of Purchaser's subvendors/subcontractors.

5. COMPLIANCE WITH LAW

The Purchaser will comply with all applicable federal, state, and local laws, rules and regulations. Compliance includes, but is not limited to, the Occupational Safety and Health Act of 1970 and Peabody Municipal Light Plant Safety Rules & Regulations.

Purchaser agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the Standards and Regulations issued thereunder and certifies that all scrap materials removal work under this Contract will conform to and comply with said standards and regulations. Purchaser further agrees to indemnify and hold harmless the Seller from all damages assessed

against the Seller as a result of the Purchaser's failure to comply with the Act and the standards issued thereunder.

6. RISK OF LOSS

Risk of loss and/or damages shall be upon Purchaser after goods are physically removed from the Seller's plant, storerooms, job site, or location indicated in the Contract Document.

7. REMOVAL OF SCRAP MATERIAL

The Seller will allow removal of scrap materials Monday through Friday, holidays excluded, during the hours of 8:00 AM - 3:00 PM. Any cost associated with removal of scrap materials during any time other than said hours will be to the Purchaser's account. Removal of all scrap material will take place at PEABODY jobsite, Peabody, Massachusetts unless otherwise specified in the Peabody Municipal Light Plant specification section attached hereto.

8. ASSIGNMENT AND SUBCONTRACTING

The Purchaser's obligations authorized under this Contract are not assignable or transferable, and the Purchaser agrees not to subcontract any of the scrap materials removal work authorized hereunder without the prior written approval of the Seller.

The Seller retains the right to approve or disapprove of all subcontractors for such approved work.

9. CONFIDENTIALITY

The Purchaser shall keep all terms and conditions of this contract entirely confidential, and not use, publish, or make known without the Purchaser's written approval, any information furnished by the Purchaser for purposes of consummating this contract, to any persons other than personnel of the parties of this contract.

Any public representation regarding the Seller shall be made by the Seller, and any requests for information made to the Purchaser by a Third Party shall be referred to the Seller

10. WAIVER

In the event the Seller shall fail to insist on performance of any of the terms or the exercise of any of its rights and privileges, such failure or any breaches, shall not constitute a waiver of such terms, conditions, rights or privileges.

11. CUMULATIVE REMEDIES

Every right or remedy herein conferred upon or reserved to the Seller shall be cumulative and shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute, and the pursuit of any right or remedy shall not be construed as an election.

12. DELAYS

The Purchaser expressly agrees to the work schedule provided for in the Contract and such schedule includes allowances for all hindrances and delays incident to the work. No claims shall be made by the Purchaser for hindrances and/or delays from any cause during the progress of the scrap materials removal work except as provided under "SUSPENSION OF WORK" and/or "FORCE MAJEURE".

13. SUSPENSION OF WORK

The Seller reserves the right to suspend and reinstate execution of the whole or any part of the scrap material removal work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of said work will be issued by the Seller to the Purchaser in writing. The time of completion of the work will be extended for a period equal to the time lost by reason of the suspension. No consideration shall be given by the Seller to cost increases or loss of anticipated profits, due to suspension or reinstatement of work schedule required for the removal of the scrap materials.

14. FORCE MAJEURE

A delay in, or failure of, performance of either party hereto shall not constitute default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including, but not limited to, acts of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of a governmental authority, affecting to a degree not presently acts of war, public disorders, rebellion or sabotage, floods, riots, strikes, or any causes whether or not the class or kind of those specifically named above, not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing the cause for such nonperformance, and the anticipated extent of delay. Should the work be delayed due to Force Majeure, or otherwise delayed due to conditions beyond the control of or without the fault or negligence of either party, the parties to this Contract shall confer to reach an agreement on the alterations of fees and/or other terms and conditions upon which the work shall be continued, or otherwise terminated.

15. ARBITRATION

Arbitration of all questions and issues in dispute under this Contract shall be submitted to Arbitration in accordance with the provisions of the standard Form of Arbitration of the American Arbitration Association, but only in the event that both parties to this Contract so agree to such submission for Arbitration. If both parties fail to agree to submit to Arbitration in the manner prescribed above, or to submit to Arbitration in any mutually acceptable form, all questions and issues in dispute will be submitted to a court of competent jurisdiction of the Commonwealth of Massachusetts to be tried according to the applicable laws of the Commonwealth of Massachusetts.

Costs of such arbitration will be shared equally by the parties, unless the arbitrator determines that the claim made by one of the parties is without merit, in which event the arbitrator may award costs to the other party.

16. TERMINATION FOR CAUSE

The Seller, on written notice, may suspend, postpone, abandon or terminate this Contract, or any part thereof, as a result of the Purchaser's failure to render to the satisfaction of the Seller the obligations required of him under this Contract, including the progress of the scrap metals removal work. The Seller shall be the sole determinant in all termination for cause issues and no consideration shall be given by the Seller to the Purchaser for any costs, claims, or loss of anticipated profits by the Purchaser as a result of the suspension, postponement, abandonment or termination of this Contract, or any part thereof, by the Seller for the reason of cause

17. INDEMNIFICATION

The Purchaser shall defend, indemnify and hold the Seller, and its employees free and harmless from and against any and all claims, demands, causes of action, suits or other litigation (including all costs thereof, including attorney's fees) of every kind and character arising in favor of the Purchaser or any third party on account of bodily injuries, death, damage to property in any way occurring incident to, arising out of or in connection with scrap material removal work performed or to be performed by the Purchaser hereunder or occurring incident to, arising out of or in connection with the presence of employees of the Purchaser or any subcontractor on the work premises, all regardless of whether or not the Seller or its employees, are negligent in whole or in part.

In the event, and to the extent purchaser engages in the storage, transportation, or handling of waste oil then purchaser shall indemnify seller for the aforesaid and for said claims, demand, causes of actions, suits or other litigation initiated or maintained by any government entity in connection with alleged violations of hazardous waste regulations.

18. LAW OF CONTRACT - JURISDICTION

The Contract shall be construed under and shall be governed by the Laws of the Commonwealth of Massachusetts, and in case of controversy not otherwise settled shall be submitted to the exclusive jurisdiction of the Massachusetts Courts.

19. AUDIT

The Purchaser shall, at its own expense, keep and maintain complete records and books of account of its costs and expenses relating to the sale of the scrap materials in accordance with generally accepted accounting practices. Should a dispute arise between the Purchaser and Seller regarding reimbursable amounts and/or credits, the Purchaser shall grant the Seller permission to audit such records and books of account.

20. TAXES

The Purchaser shall pay all applicable state and local sales and use taxes on sales to, or used by, the Purchaser of tangible property and services employed by the Purchaser in consummating this Contract. The Purchaser shall identify all costs in connection therewith. The Seller is an organization exempt from the payment of such state and local taxes of tangible property and services, and will not reimburse the Purchaser for such taxes paid.

21. ACCEPTANCE

This Contract expressly limits acceptance to the terms stated herein. Any additional or different terms proposed by the Purchaser are objected to and are hereby rejected.

22. COMPLETION OF CONTRACT

This Contract will not be considered complete until all specifications and Contract requirements have been satisfied. Final payment shall not be construed to relieve the Purchaser of any of its obligations under this Contract.

23. NOTICE

The Purchaser agrees to give the Seller immediate notice of any and all claims for which the Seller may be liable, and the Seller agrees to give the Purchaser immediate notice of any and all claims for which the Purchaser may be liable. All claims hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, registered mail, postage paid.

A. IF TO THE PURCHASER, ADDRESS

B. IF TO THE SELLER, AT PEABODY MUNICIPAL LIGHT PLANT, 201 WARREN STREET EXTENSION, PEABODY, MASSACHUSETTS, 01960

24. INSURANCE

The Purchaser shall, at its own expense, maintain in effect at all times during the performance of the work, insurance coverages with limits not less than those set forth below with insurers and forms of policy satisfactory to the Seller.

The Purchaser shall deliver to the Seller no later than ten (10) days after contract date or prior to commencing work, whichever is sooner, Certificates of Insurance, identified on their fact by Contract number and work description as evidence that policies providing such coverage and that limits of insurance are in full force and effect. Such certificates shall name PMLP as additional insured. The Purchaser shall provide that at least sixty (60) days' advance written notice will be given the Seller prior to cancellation, termination, or material alteration of said Policies of insurance.

COVERAGE	MINIMUM LIMITS
1. Workmen's Compensation	-Statutory requirements of the Commonwealth of Massachusetts
2. Employer's Liability	-To extent included under Workmens Compensation insurance policy with a minimum limit of \$100,000
3. *Comprehensive General Liability:	
a. Bodily Injury	-\$1,000,000 each occurrence
b. Property Damage	-\$1,000,000 each occurrence \$1,000,000 single limit is acceptable
	*Products liability and completed operations included.
4. Comprehensive Automobile Liability (owned, hired, and non-owned)	
a. Bodily Injury	-\$ 500,000 each person \$1,000,000 each person
b. Property Damage	-\$ 50,000 each occurrence

Peabody Municipal Light Plant Specifications for Scrap Materials

October 6, 2009

The Peabody Municipal Light Plant is seeking sealed bids on the following Scrap Materials:

Scrap Copper Wire – The bid price shall be a percent of the price per pound as quoted in the American Metal Market Newspaper in, as is, condition*

Scrap Aluminum Wire – The bid price shall be a percent of the price per pound as quoted in the American Metal Market Newspaper in, as is, condition*

Scrap Steel – The bid price shall be a percent of the price per pound as quoted in the American Metal Market Newspaper, as is, where is.

Scrap Aluminum Poles – The bid price shall be a percent of the price per pound as quoted in the American Metals Market Newspaper, as is, where is.

***Please note the above reference scrap may be bare or contain insulation or steel core. Therefore all wire is sold in as is condition.**

The proposals require a Bid Price based on the percentage of the price adjustment the bidder will pay the Peabody Municipal Light Plant for scrap materials – metals as published in the American Metal Market daily newspaper. Bidders may offer any percentage they so desire for each type of scrap materials – metals. The percentage of the price adjustment is keyed to the **high** closing price quoted in the American Metals Market daily newspaper for the date Peabody Municipal Light Plant requested pickup of the Scrap Material – Metals. Example, a bid of 75% means that the bidder will pay Peabody Municipal Light Plant 75% of the price quoted in the American Metals Market newspaper on the date that Peabody Municipal Light Plant requested a pickup of the scrap material.

Within **seven (7)** days after the pickup, the bidder shall attach to the payment to Peabody Municipal Light Plant, the applicable American Metal Market quotation sheet for the date Peabody Municipal Light Plant requested pickup. The weight for this payment shall be the actual weight of the material picked up at the Peabody Municipal Light Plant location and weighted at the City of Peabody Scales located on Farm Avenue, Peabody, MA.

The bids will be for a period of two (2) years from the date of contract signing.

The Scrap Materials – Metals may be examined by contacting Tony Martins at (978) 573-1171 during the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday, excluding local holidays.

The Peabody Municipal Lighting Commission reserves the right to reject any and all bids as authorized by law. It also reserves the right to award bids for different items to different vendors.

Bids shall be valid for a period of sixty (60) days from the date of the bid opening. Bids must be submitted on the Bid Form supplied by Peabody Municipal Light Plant.

Scrap Copper Wire – The bid price should be a percent of the price per pound as quoted in the American Metal Market Newspaper. The scrap copper wire is accepted in **as is** condition. Due to the nature of the PMLP wire removal program, the amount of insulation and/or steel core contained in the wire cannot be determined by the PMLP.

Scrap Aluminum Wire – The bid price should be a percent of the price per pound as quoted in the American Metal Market Newspaper. The scrap aluminum wire is accepted in **as is** condition. Due to the nature of the PMLP wire removal program, the amount of insulation and/or steel core contained in the wire cannot be determined by the PMLP.

Peabody Municipal Light Plant

Scrap Materials Bid Form

<u>Item #</u>	<u>Description</u>	<u>Percent of Price Adjustment</u>
1	Scrap Copper Wire	_____ % Refiner's #1 Copper Scrap
2	Scrap Aluminum Wire	_____ % Mixed Low Copper Clips Aluminum Scrap
3	Scrap Steel	_____ % #2 Steel Scrap – Boston
4	Scrap Aluminum Poles	_____ % Aluminum Scrap – Boston

Name and Address of Bidder:

Company Name: _____

Address: _____

Telephone # _____

Fax # _____

Name and Address of nearby customers for whom similar services are provided

_____ Tel # _____

_____ Tel # _____

_____ Tel # _____

Signature of Bidder: _____

Printed Name: _____

Title: _____

Date: _____

S A M P L E

C O N T R A C T

"<SCRAP MATERIALS>"

AGREEMENT made this <DATE> by and between the Peabody Municipal Light Plant, a business duly established under the laws of the Commonwealth of Massachusetts and having a usual place of business at Warren Street Extension, Peabody, Massachusetts 01960, hereinafter referred to as "PMLP" and <COMPANY>, having a usual place of business at <ADDRESS>, hereinafter referred to as <NAME>

WITNESSETH, that the PMLP and <NAME>, for the consideration hereinafter stated, agree as follows:

1. That PMLP shall sell <SCRAP MATERIALS> as set forth in a bid dated <DATE OF BID>.
2. <NAME> shall remove all scrap materials from the PMLP jobsite as defined in the attachments hereto.
3. <NAME> shall pay PMLP the Bid price for the scrap material as set forth on the bid form dated <DATE OF BID> and herein incorporated by reference.
4. <NAME> shall not assign or transfer this contract, or any part thereof, without the written consent of the PMLP.
5. This AGREEMENT together with the Instructions to Bidders, Seller's Terms and Conditions, Scrap Materials Description, and Purchaser's Bid, hereto attached, form this Contract and are as fully a part of this Contract as if herein repeated.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year above first written.

<TITLE>

PEABODY MUNICIPAL LIGHT PLANT

BY _____
(NAME)

BY _____
WILLIAM F. WATERS, MANAGER

(TITLE)

DATE: _____