Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event any addenda is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: 12-032

Contact Name:

_____

Company Name:

_____

Address:

_____

City/Town: State: Zip Code:

_____ _____ _____

Phone:

_____

Fax:

_____

Cell:

_____

Email:

_____

CITY OF BEVERLY

12-032
SPRINTER CARGO VAN

BIDS DUE:

THURSDAY JULY 19, 2012 @ 11:00 A.M.

at the Office of the Purchasing Agent, City Hall
191 Cabot Street, Beverly, Massachusetts 01915

BID CERTIFICATION:

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below. **Failure to offer such signature will result in rejection of the bid.**

1. *"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 their organization, entity, or group or individuals" and,*

2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

_____

(Complete name of firm to be given here)

Signature: _____

Contact Person: _____

Business Address: _____

Telephone: _____ Employer I.D. #: _____

Email Address: _____

Pricing Sheet- Sprinter Van

To the City of Beverly, Massachusetts, herein called the Owner, acting through its Purchasing Agent, for the purchase, delivery, and acceptance of one (1) new unused Sprinter Van (or approved equal), as specified in this Invitation to Bid.

Description:
One (1), 2012 model Year or Newer, New and Unused. Sprinter Van (or approved equal).

Model Year of Sprinter Van (or approved equal):_____

Write out Model Year of Sprinter Van (or approved equal_____

Price: $_____

Write out Price: _____

State availability date. Vehicle will be available within _____ days after award of bid date.

All warranties and initial service guarantees are to be submitted with bid. The above price to include and cover the furnishing of all materials, except as herein otherwise specified the performing of all labor, requisite or proper, and the providing of all machinery, tools, equipment, specifications, information to bidders and bid documents. The above price to include delivery of the vehicle to Mass Task Force, 43 Airport Road, Beverly, MA 01915

_____
Company

_____
Address

_____ _____
Contact Phone

_____ _____
Authorized Signature Date

_____
Email Address

In the event of a discrepancy between the numeral price and the written price the lower price shall prevail.
In the event of a tie bid a coin toss shall decide the winner.

INVITATION FOR BIDS (IFB)

Bid Items: **Purchase of One (1) Sprinter Van (or approved equal)**

Bid Due Date: **Thursday July 19, 2012, 11:00 A.M.**

Deliver To: **David Gelineau,**
Purchasing Agent
Beverly City Hall
191 Cabot Street
Beverly, MA 01915

The City of Beverly invites the submission of sealed bids for the purchase of One (1) New Unused 2012 or Newer Sprinter Van (or approved equal). To obtain copies of the Bid Documents, please contact the Office of the Purchasing Agent, City Hall, 191 Cabot Street, Beverly, MA 01915 during normal business hours, telephone 978-921-6000, or via email dgelineau@beverlyma.gov.

All sealed bids must be delivered to the above address, no later than the time of the official BID DUE DATE as stated above, at which time and place the bids will be publicly opened and read. The bidder assumes the risk of any delay in the mail; bids received after the time stated for the official BID DUE DATE will be returned unopened.

The City of Beverly reserves the right to reject any or all bids, or to waive any minor informalities or defects in any bid should it be deemed in the best interest of the City of Beverly. Any bid submitted shall be binding for sixty days (60) beyond the date of the bid opening.

INSTRUCTIONS TO BIDDERS

Receipt and Opening of Bids

Receipt and opening of bids will be as stated in the Invitation for Bids which is enclosed herein and is an integral part of these instructions. No bids received after the time established for the closing of bids will be considered regardless of the cause of the delay in the receipt of any such bid(s).

Preparation and Submission of Bids

The bids must be filled out on the form prescribed and enclosed in a sealed envelope that shall be marked on the outside with the words, **"Sprinter Van"** and the **Name and Address** of the Bidder.

All bids MUST contain the following documents, properly signed and executed in order for a bidder to be considered responsive.

1. Vendor's Letter of Transmittal- stating the following:
    a. That the bid will remain in effect for a period of sixty (60) calendar days after the deadline for submission of bids and thereafter until a contract is entered into, or the procurement is terminated; whichever occurs first. Bids offering an effective period of less than sixty (60) calendar days will be considered non-responsive.
    b. That the vendor will deliver the Sprinter Van to: Mass Task Force, 43 Airport Road, Beverly, MA 01915 F.O.B., at the bid price on the Pricing Sheet within the time specified.
    c. Include the Name, Title, Address, and Telephone Number of one or more individuals who can respond to requests for additional information.
    d. Include the Name, Title, Address and Telephone Number of one or more individuals who are authorized to negotiate and sign a contract. Bids by corporations must be signed in the corporate name by the corporate officer with authority to sign. Name and title, along with the corporate address, shall be printed below the signature, bids by a partnership must be signed in the partnership name by a partner with authority to sign, name, title and official address of the partnership.

2. Bid Deposit

   Each bid must be accompanied by a certified, treasurer's or cashiers check issued by a responsible bank or trust company in the amount of $1,000, payable to the City of Beverly. This check will serve as a bid security until a contract is entered into. Any bidder who fails to execute a contract after being awarded same will forfeit the bid deposit as liquidated damages to the City of Beverly. Upon award of contract, bid deposits will be returned to the unsuccessful bidders.

3. Bid Summary
4. Collusion and Tax Certification (Bid Certification)
5. Certificate as to Corporate Bidder (if required)
6. Pricing Sheet

   The bid prices(s) must be written or typed in ink in the space(s) provided on the official Pricing Sheet. Bid shall be construed to cover all costs incurred by the contractor to furnish the vehicle in accordance with the specifications, including travel and mileage, proper packing, and cost of delivery.

All substitutions must be clearly identified and be of equal quality. Any substitutions found not to be equal will render the bid non-responsive. Any vendor supplying inferior merchandise will not be considered for future bids.

Two (2) complete sets of bid response shall be returned, properly signed.

Modification of Bids

A bidder may correct, modify, or withdraw a bid by written notice received by the Purchasing Agent prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.__" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City 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 correct 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 document, but the intended correct bid is not similarly evident.

Questions About the Bid

Questions concerning this invitation for bids must be submitted in writing to the Purchasing Agent either at the address above, faxed to (978) 921-8301 or e-mailed to dgelineau@beverlyma.gov no later than five calendar days before the scheduled bid open time. No oral interpretation shall be made. Questions may be delivered, mailed, faxed or e-mailed. Written responses will be mailed, faxed or e-mailed to all bidders on record as having picked up the IFB.

Withdrawal of Bids.

Bids may be withdrawn prior to the time established for the opening of bids only on written request to the Purchasing Agent.

Bid Documents

The documents comprising the bid consist of: Invitation for Bids, Instructions to Bidders, General Conditions, Special Requirements (if any), Collusion and Tax Certification (Bid Certification), Certificate as to Corporate Bidder (if applicable), Pricing Sheet, Bid Specifications and any Addenda that may have been issued. The same documents will be incorporated into the contract documents.

GENERAL CONDITIONS

Qualifications

Bids will be considered only from vendors who offer equipment that is manufactured by companies that are known to be skilled and have been regularly engaged in the manufacture of equipment of the type, class and size specified herein for a period of not less than five (5) years.
The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City all such information and data for this purpose as it may request, including references. Past performance, withdrawal of bids due to reckless bidding, cancellation of orders due to poor or unsatisfactory delivery, and substitutions not approved by the Awarding Authority may be cause for non-acceptance of bids.

Licensing

The contractor shall possess all required and necessary licenses as may be specified by federal, state and/or local authorities, related to the handling of the products and services referred to in this bid.

Award of Contact

The City of Beverly will be the Awarding Authority. The City will award the contract to the responsive and responsible bidder offering the newest model year vehicle at the lowest price for the specified item. In the case of a tie bid a coin toss will decide the bid winner. The Awarding Authority may exercise any or all of the options listed below before awarding a contract.

1. A visit to the bidder's place of business.
2. Requests to provide additional information to clarify their bid.

Contract will be awarded within sixty (60) days of the bid opening and any bid submitted shall be binding for sixty (60) days. All awards will be made in the best interest of the City of Beverly. The bidder(s) to whom the award is made must enter into a written contract with the City of Beverly and the requirements set forth in the bid documents shall become part of the contract. Award is contingent upon appropriation

Breach of Contract

In the case of failure on the part of the contractor to execute as per the agreement, the Awarding Authority reserves the right to terminate the contract, satisfying its want through another contractor, and the City of Beverly shall collect from the contractor any difference in the price as a result of such failure on the part of the contractor.

Payments

The City shall pay in full upon accepted delivery of vehicle. Purchases by the City are exempt from federal, state, and/or local sales and excise taxes.

Cancellation of Bid

The City of Beverly reserves the right to reject any or all bids, accept any bid, or divide the award as deemed in the best interest of the City of Beverly, or to waive any minor informality in bids.

Bid Responses

All bids and related documents submitted in response to this IFB are subject to the Massachusetts Freedom of information Law, M.G. L. Ch. 4, s.7, subsection 261, regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded.

Catalog numbers and brand names, if used, are only to indicate the type and to set standards. Bidders are at liberty to offer bids on substitute material, which must be of equal quality. Bids must state, however, all cases where substitutes are offered and pertinent information must be supplied with the bid.
Please provide material safety data sheets for all products for which there are material safety sheets.

Any questions regarding this bid should be written and directed to: David Gelineau, Purchasing Agent, 191 Cabot Street, Beverly, MA 01915. dgelineau@beverlyma.gov

General Specifications

The City of Beverly is soliciting bids from authorized distributors for the **purchase** of the following vehicle:

One (1) new and unused 2012 or newer Sprinter Van (or approved equal) as specified herein.

Delivery is to be no later than 60 days after award of the bid date.

Sprinter Cargo Van
3500 High Roof 170" WB EXT

Powertrain Specifications

BlueTEC SCR Diesel engine with AdBlue®3

EPA / CARB 2010 Compliant

6-cylinder, V 72°

4 valves per cylinder

Displacement 2,987 cc

188 hp at 3,800 rpm

Rated torque 325 lb-ft at 1,400–2,400 rpm

Rear-wheel drive

5-speed automatic transmission

Fuel type: Ultra low sulfur diesel

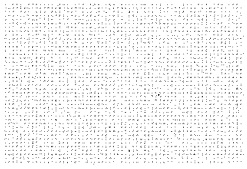
Tank capacity 26.4 gallons

Electronically controlled direct injection with common rail

Turbocharger and intercooler function

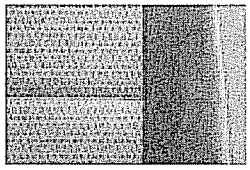
Battery 12 V/100 Ah, alternator 220 A

Exterior



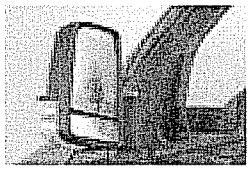
Arctic White (147)

Interior

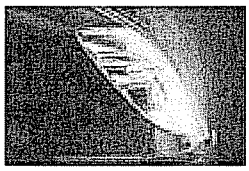


Lima Black Fabric (VH5)

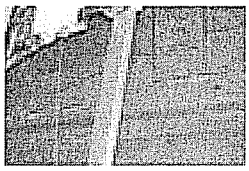
Packages



Premium Package (PA1)
- Exterior Mirror - Power and Heated (F68)
- Cruise Control (MS1)
- Seat - Luxury Driver (SB1)
- Seat - Luxury Passenger (SB2)

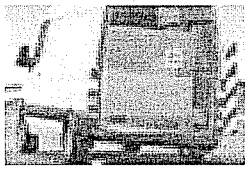


Accessory Package (PA2)
- Head Lamp Cleaning System (F46)
- Light and Rain Sensor (JA5)
- Fog lamps, Bumper mounted (L16)
- Headlamps - Bi-xenon - US (LG0)

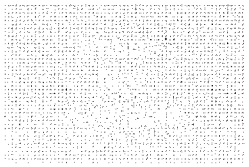


Rear Heating Package III (PH5)
- Insulation - Front (H04)
- Heater - Auxiliary Rear (H13)
- Heater Auxiliary, Warm Water with Timer, 10 kW [34,000 BTU] (HZ5)

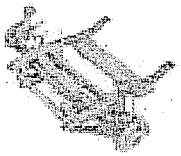
Mobility Prep Package (PM1)
- Parametric Special Module (ED5)
- 12 V socket in luggage compartment/cargo compartment (ES2)
- Aux Battery - 100Amp (E28)
- 12V Power Outlet -Driver Seat Base (E46)
- Defroster - Rear Window (H22)
- Roof trim (V36)
- Stowage Net in Hinged RR Doors (VA7)
- Window-Left Side Front-Fixed Glass (W16)
- Window-Right Sliding Door (W17)
- Relay - Aux Battery Disconnect (E36)
- Air Duct Passenger Compartment (H00)
- Side Wall Paneling-Waist High PVC (VA1)
- Window pillar trim (V31)
- Windows All Around-Cargo Van (W02)
- Window Left Center Fixed (W22)
- Window Right Rear Fixed (W23)
- Window Left Rear Fixed (W27)
- Window Right Rear Fixed (W28)
- Window-Rear Doors (W61)



High Gravity Center Suspension Package (PS1)
- Suspension with Heavy Duty Front & Rear Stabilizer (CF4)
- Springs/Shocks - Frt Reinforced (CF6)
- Stabilizer Bar-Rear (C42)
- Stabilizer Bar - Reinforced Front (C45)



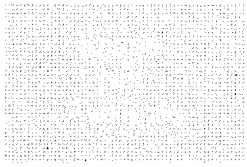
Trailer Hitch Package (PT1)
- Wire Harness-Trailer w/7 Poles (E40)
- Trailer Hitch (Q24)



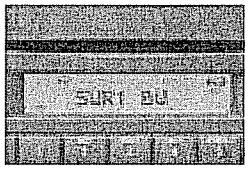
Heavy Duty Front Axle Package (PS5)
- Higher-capacity front axle (A50)
- Springs/Shocks - Frt Reinforced (CF6)

Options and Accessories

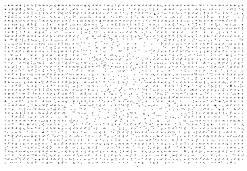
Axle Ratio 4.182 : 1 (AR3)



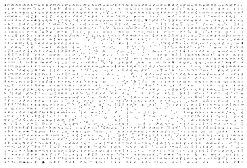
Cargo Partition - none (D93)



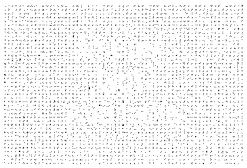
Radio AM/FM CD (EN0)



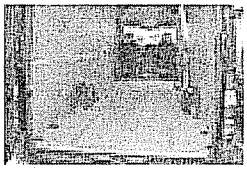
Window Glass - Tinted (H20)



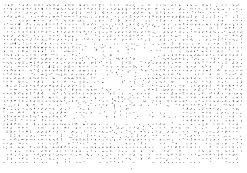
Body Work SCR (KP0)



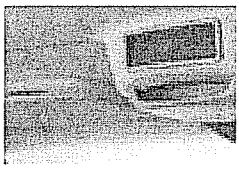
Deleted Tire Sealant and Compressor (RW4)



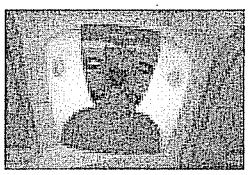
Wood Floor (V43



GVWR 11,030 lbs (XB5)



Windshield Glass - with Band Filter (H21)
Overhead Control Panel with 2 Lamps (LD0)



Overhead Control Panel with 2 Lamps (LDO)

DIESEL ENGINE LIMITED WARRANTY
Coverage for Turbo Diesel engine for 5-years or 100,000 miles whichever comes first. Diesel equipped, heavy-duty vehicles also carry a diesel Emission Warranty.
LIMITED OUTER-BODY WARRANTY
Protection for the outer, finish-painted, metal panels against corrosion and perforation for 5-years or 100,000 miles whichever comes first. All panels are covered for 3-years regardless of mileage.
BASIC LIMITED WARRANTY
Bumper to Bumper Basic coverage for 3-years or 36,000 miles whichever comes first. Excludes normal maintenance and wear items.

Evidence of warranty coverage shall be submitted with the bid documents in the form of a warranty certificate, or in the form of a letter on the bidder's letterhead indicating warranty coverage. Warranty repairs where appropriate shall be performed in Beverly.

It is expected that the distributor have an adequate inventory of spare parts to insure that this vehicle is operational at all times.

The bidder's submittal shall include a complete description of the product offered and a complete description of the features by number or code and a list of all dealer installed options.

Requests for approved equals and any deviations from the specifications must be itemized on the bidder's letterhead. The use of a specific article or manufacturer's name in the specifications shall be construed as indicating the type of equipment, design, general construction and finish. Such use shall not be construed as limiting or excluding any manufacturer or vendor, the term "or approved equal" if not inserted is implied. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency, however, in the case of a product offered as "approved equal", the bidder shall furnish such evidence as necessary in the documents submitted to indicate the quality of their product. When a proprietary product is specified, bidders are requested to list on their letterhead any portion of the description which does not apply to the product offered, insert their own brand name, number or other suitable identification, and include literature or other material necessary to enable their item to be compared to the standard specified. The above statement does not relieve a bidder from the requirement of including all items and equipment as specified or providing evidence of "approved equal" components.

Cost
The City of Beverly shall pay for the vehicle upon successful bidder delivering vehicle to Mass Task Force, 43 Airport Road, Beverly, MA 01915 F.O.B., at the bid price on the Pricing Sheet within the time specified and the City of Beverly acceptance of the vehicle. Successful bidder shall give a minimum of 24 hours notice of delivery to the City of Beverly.

CERTIFICATE AS TO CORPORATE BIDDER

I, _____ certify that I am the _____ of the Corporation named as bidder in the attached Bid Form; that _____, Who signed said Bid Form on behalf of the bidder was then _____of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and in behalf of said Corporation by authority of its governing body.

A TRUE COPY,

ATTEST: _____
(Name – Type or Print)

PLACE OF BUSINESS:

_____

DATE OF THIS CONTRACT:

_____

_____
Clerk's Signature

Corporate Seal

This Certificate must be completed where Bidder is a Corporation and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, another Officer of the Corporation must complete this certificate.

NOTE: All bidders shall submit this certification, if a corporation, with the bid.

AGREEMENT BY AND BETWEEN
THE CITY OF BEVERLY
AND
(CONTRACTOR)

This agreement made and entered into this (DATE OF AGREEMENT), by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, William F. Scanlon and (Contractor / Address), the Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

(SUPPLY OR SERVICE) in accordance with the Invitation for Bids and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the City.

ARTICLE II. The City agrees to pay for the sum of (Consideration) payable upon proper delivery of vehicle, and receipt of approved invoice.

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitableness, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Vendor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent, may at his/her discretion and without further notice, cancel the contract.

SAMPLE

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sec in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the City of Beverly.

ARTICLE X. The Vendor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the City if it so requires and shall be subject to its approval for adequacy of protection.

Witness Whereof, the parties have hereunto set their hands the day and year first above written.

City of Beverly

Contractor

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_____

William F. Scanlon, Mayor

As to Appropriation:

_____

John Dunn, Finance Director