



CITY OF HAVERHILL
Invitation for Bid
Transportation Vehicles

IFB049.11

Bid Due Date: August 4, 2011, 2:00 P.M.

City of Haverhill Purchasing Department
City Hall, Room 105
Four Summer Street
Haverhill, MA 01830-5875

Telephone: (978) 420-3606
Purchasing@cityofhaverhill.com

City Of Haverhill
City Hall
4 Summer Street
Haverhill, Massachusetts 01830-5876

I. General Information and Bid Submission Requirements

- A. Sealed bids are requested by the City of Haverhill for the purchase/lease two (2) Transportation Vehicles. Envelopes containing sealed bids will be accepted at the City of Haverhill, City Hall, Robert J. DeFusco C.P.M., Purchasing Department, Room 105, 4 Summer Street, Haverhill, Massachusetts 01830 until the time indicated on the advertisement for the equipment designated in the specifications and will be publicly opened and read by the Purchasing Director.
- B. Bids are to be submitted by 2:00 p.m., Thursday, August 4, 2011, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "IFB049.11, School Vehicles."
- C. The contract will be awarded by the City within ninety (90) days after the bid opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the apparent lowest responsive bidder.
- D. Addenda: If any changes are made to the Invitation for Bid (IFB) an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having picked up the IFB. Contractors shall be responsible for ensuring that all addenda are in receipt prior to bid deadline. The City will require acknowledgement of any addenda issued to be included on the bid form.
- E. Questions concerning this bid must be submitted in writing to: Robert J. DeFusco, email purchasing@cityofhaverhill.com before 2:00 PM on July 25, 2011. Question may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all bidders on record as having picked up the IFB.
- F. A bidder may correct, modify or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. _____." Each modification must be numbered in sequence and must reference the original IFB.
- G. 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.
- H. The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that the cancellation or rejection serves the best interests of the City of Haverhill.
- I. All bid prices submitted in response to this IFB must remain firm for forty five (45) days following the bid opening.
- J. Each bidder will submit two (2) copies of the following forms: Appendix A – Bid Pricing Sheet; Appendix B – Certifications and Appendix C – References.
- K. A bid must be signed as follow: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

II. Purchase Description / Scope of Services:

- A. The City of Haverhill will purchase/lease two (2) Transportation Vehicles: a passenger van and a Minivan bus.
- B. Orders will be placed as soon after opening as possible with delivery expected on or about the October 1, 2011.
- C. Lease price to include \$1.00 buy out at end of lease.
- D. Lease prices to include unlimited maintenance, unlimited mileage and replacement vehicles when leased vehicles are being repaired.
- E. The City may seek its own financing arrangements.
- F. The bid price shall be F.O.B. No charges will be allowed for freight, express, transportation, shipping or cartage.

III. Quality Requirements:

- A. Vehicles must meet all State and Federal requirements for student transportation

IV. References:

- A. Commercial: Three (3) communities/organizations that purchased transportation vehicles within the last three (3) years. (Appendix C).
- B. Financial References: Bidders must include a credit report from a credit reporting agency indicating the bidders' credit history for the last seven (7) years. The credit report must be dated no earlier than sixty (60) days prior to the submission date.

V. Rule for Award:

- A. The award of this contract will be made on an individual vehicle basis to the responsive and responsible bidder offering the lowest price.

VI. Bid Pricing Sheet: See Appendix A.

VII. Non Collusion Form and Tax Compliance Form: See Appendix B.

VIII. Additional Contract Terms & Conditions:

- A. The successful bidder shall comply with all applicable federal, state and local laws and regulations.
- B. Purchases made by the City are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
- C. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
- D. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered.
- E. All bids must be signed by an authorized company official.
- F. A Notice of Acceptance of the Bid will be mailed or furnished to the successful bidder within forty-five (45) days of the bid opening. A City Contract and / or a Purchase Order will follow the written Notice of Award.
- G. Payment shall be made on the official acceptance of the vehicle(s) by the School Department.

IX. Specifications:

Minivan

New 2011 or 2012 with permanent seating for seven including Driver
Automatic Transmission
AM/FM Radio
Tinted windows
Automatic Locks
Air Conditioning

Passenger Van

New 2011 or 2012 Seating for 10-12 passengers
Automatic Transmission V-8
¾ Ton
AM/FM Radio
Tinted windows
Automatic Locks
Air Conditioning

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Appendix A
Bid Pricing Sheet**

Passenger Van:

Model: _____

Purchase Price: \$ _____

3 Year Lease: \$ _____ per month.

- (Lease price to include \$1.00 buy out at end of lease).
- Lease prices to include unlimited maintenance, unlimited mileage and replacement vehicles when leased vehicles are being repaired.

Minivan

Model: _____

Purchase Price: \$ _____

3 Year Lease: \$ _____ per month.

- (Lease price to include \$1.00 buy out at end of lease)
- Lease prices to include unlimited maintenance, unlimited mileage and replacement vehicles when leased vehicles are being repaired.

Name of bidding company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Date: _____

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Appendix B
Certifications**

I. 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 or individuals.

Signature of individual submitting bid or proposal

Name of Business

II. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 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.

Signature of individual submitting bid or proposal

Name of Business

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Appendix C
References**

Provide the names of at least three (3) communities/organizations that purchased similar vehicles within the last three (3) years.

Company	Contact	Address	Phone Number

Signed:

Name of Person Authorized to Sign for the Bidder

Title

Date



CITY OF HAVERHILL
ARTICLES OF AGREEMENT

Transportation Vehicles
IFB049.11

(For information only: This contract will be completed by the City at time of award.)

This agreement is made and entered into this _____ day of _____ 2011 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and a corporation duly organized and existing under the laws of the Commonwealth/or as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR's bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR's bid or proposal

ARTICLE II. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on _____, 2011.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver supplies to Haverhill, MA (delivery point) all in accordance with the bid documents of _____, 2011 (bid opening date).

CONTRACT VALUE: U.S. Dollars.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR's bid or proposal.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. CONFLICT. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supercede these Articles.

ARTICLE VIII. FUNDING. GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE IX. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE X. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Haverhill:

William D. Cox, Jr.
City Solicitor

James J. Fiorentini
Mayor

Witness

Robert J. DeFusco C.P.M.
Purchasing Director

FOR THE CONTRACTOR:

James J. Scully
Superintendent of Schools

Corporate Secretary:

Certified as to Availability of Funding

Charles Benevento
Director of Finance & City Auditor