

SOLICITATION FOR:

**Surplus Fire Apparatuses
IFB # 16-11**



CITY OF SOMERVILLE, MASSACHUSETTS

**RELEASE DATE: 8/3/2015
SITE VISIT: 8/12/2015 at 12PM EST
QUESTIONS DUE: 8/12/2015 by 5PM EST
DUE DATE AND TIME: 8/19/2015 by 11AM EST**

Anticipated Contract Award	8/19/2015
Payment Due	Within 10 days of contract award
Vehicle Removed	Within 10 days of payment

DELIVER TO:
City of Somerville
Purchasing Department
Attn: Michael Richards
Procurement Analyst
mrichards@somervillema.gov
93 Highland Avenue
Somerville, MA 02143

NOTICE TO PROPOSERS

IFB # 16-11

All bids must be in accordance with terms and conditions set forth herein as stated.

SECTION A	Sealed proposals for: Surplus Fire Apparatuses The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than 8/19/2015 by 11AM EST
SECTION B.	Forms of price bid, specifications and terms of contract can be obtained at the above office on or after 8/3/2015
SECTION C.	Bid envelopes shall be clearly marked as follows: Surplus Fire Apparatuses Bid No: IFB # 16-11
SECTION D.	If awarded vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
SECTION E.	INSURANCE: Awarded Vendor must comply with insurance requirements as stated in the bid package.
SECTION F.	Living Wage - See Section 5.0
SECTION G.	The requirements in Section E or F will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
SECTION H.	The Purchasing Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
SECTION I.	The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

Signature: _____

Company: _____

By: _____ Title: _____

Date: _____ Tel. No: _____ Fax: _____

**CITY OF SOMERVILLE MASSACHUSETTS
SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143**

**BIDDING INSTRUCTIONS FOR
Surplus Fire Apparatuses Bid No. IFB # 16-11**

The City of Somerville is accepting sealed bids for the following surplus vehicles and pieces of equipment:

1. 1989 Pierce Arrow Fire Pumper with 1250 gpm pump. This truck will have no firefighting equipment on it and we will remove the Radio/Opticom and Grill light bar.
2. 1989 Pierce Lance Fire Pumper with 1250 gpm pump. This truck will have no firefighting equipment on it and we will remove the Radio/Opticom/Roof light bar and Grill light bar.
3. 1989 Pierce Lance 105' Heavy Duty Aerial Ladder. This truck will have no firefighting equipment on it and we will remove the Radio and Battery Charger.

**SECTION 1.0
GENERAL INFORMATION ON BID PROCESS**

1.1 General

- When submitting proposal, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

**Purchasing Department
City of Somerville
93 Highland Avenue
Somerville, MA 02143.**

- Bids submitted must be an original
- **A complete bid consists of all documents listed in Sections 3.0 and 4.0. Bids will be considered non-compliant and will be rejected if all required documents are not present.**
- The City of Somerville reserves the right to reject any or all bids, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The Price Summary Form in Section 3.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter

30B.

- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Bidders' Checklist to ensure bid documents are complete.

1.2 Submission Instructions

Please submit one sealed envelope with the following contents and marked in the following manner:

Sealed Bid	Marked As
Sealed Bid: Shall Include (1) original of bid and all required forms.	To Be Marked: Surplus Fire Apparatuses IFB # 16-11
Please send the complete sealed package to the attention of :	Michael Richards Procurement Analyst Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

Payment shall be made in cash or a certified, treasurer's or cashier's check payable to the CITY OF SOMERVILLE, from a responsible bank. Payment shall be made within 10 days of the award of the contract.

The vehicles shall be removed from City property within 10 days of payment.

Failure to make payment within 10 days of the award shall cause the contract to be revoked. The City shall then award the contract to the next highest bidder. Failure to remove the vehicles within 10 days of payment shall cause the contract to be revoked. The City shall then award the contract to the next highest bidder.

Bidders do not have to bid on all vehicles and equipment. Each vehicle and each piece of equipment will be awarded on a separate basis to the highest bidder

1.3 Site Visit and Questions

A site visit will be held at the Somerville Fire Station to examine the fire apparatuses prior to bid submission. The visit will be conducted at:

Somerville Fire Engine Three
255 Somerville Avenue
Somerville, MA 02143

The visit will be held on: 8/12/2015 from 12:00PM to 1:00PM EST

Questions are due: 8/12/2015 by 5PM EST

Questions concerning this solicitation must be mailed or hand delivered in writing to:

Michael Richards
Procurement Analyst
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

mrichards@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is:

[http://www.somervillema.gov/departments/finance/purchasing/bids.](http://www.somervillema.gov/departments/finance/purchasing/bids)

If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/Bidder will be disqualified immediately.

1.4 Bidding Schedule

Key dates for this Request for Proposals:

IFB Issued	8/3/2015
Deadline for Submitting Questions to IFB	8/12/2015 by 5PM EST
Site Visit – 255 Somerville Avenue	8/12/2015 at 12PM EST
Bids Due	8/19/2015 by 11AM EST
Anticipated Contract Award	8/19/2015
Payment Due	Within 10 days of contract award
Vehicle Removed	Within 10 days of payment

Responses must be delivered by 8/19/2015 by 11AM EST to:

City of Somerville
Purchasing Department
Attn: Michael Richards
93 Highland Avenue
Somerville, MA 02143

SECTION 2.0
RULE FOR AWARD

The contract shall be awarded to the responsible and responsive Bidder submitting the highest bid on each vehicle. Multiple contracts may be awarded. The awarding authority reserves the right to reject any and all bids and to dispose of the vehicles through a negotiated sale, provided that the negotiated sale price is higher than the highest bid received from a responsive bidder.

The contract(s) will be awarded within ten (10) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent highest responsive and responsible bidder.

**SECTION 3.0
PRICING**

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

IFB # 16-11 Surplus Fire Apparatuses

The Offeror proposes to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain the same for the entire contract period.

Please provide Unit Price for the following:

ITEM	Print Price in Numbers	Print Price in Words
1989 Pierce Arrow Fire Pumper with 1250 gpm pump. This truck will have no firefighting equipment on it and we will remove the Radio/Opticom and Grill light bar		
1989 Pierce Lance Fire Pumper with 1250 gpm pump. This truck will have no firefighting equipment on it and we will remove the Radio/Opticom/Roof light bar and Grill light bar.		
1989 Pierce Lance 105' Heavy Duty Aerial Ladder. This truck will have no firefighting equipment on it and we will remove the Radio and Battery Charger.		
NAME OF COMPANY / INDIVIDUAL:		
ADDRESS:		
CITY/STATE/ZIP:		
TELEPHONE/FAX/EMAIL:		
SIGNATURE OF AUTHORIZED INDIVIDUAL:		

Please acknowledge receipt of any and all Addendums (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the Bidder to disqualification.

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 _____ #2 _____ #3 _____ #4 _____

SECTION 4.0
FORMS

Surplus Fire Apparatuses IFB # 16-11

BIDDERS' CHECKLIST

Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the Bidder to disqualification.

Bid Package

- ☐ Bidder's Checklist
- ☐ Notice to Proposers (found at the beginning of this document)
- ☐ Acknowledgement of Addenda (if applicable and non-price related)
- ☐ Certificate of Non-Collusion and Tax Compliance
- ☐ Certificate of Signature Authority

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify 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.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. 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, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be on or after Date Officer Signed Contract/Bonds)



Certificate of Authority (Limited Liability Companies Only)

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

_____,
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.
3. The LLC is managed by (**check one**) a Manager or by its Members.
4. I hereby certify that each of the following individual(s) is:
- a member/manager of the LLC;
 - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
 - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
 - that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____

SECTION 5.0
INSTRUCTIONS TO OFFEROR

5.1 General Information & Submission Instructions

5.1.1 Bid Delivery

Responses must be delivered by 8/19/2015 by 11AM EST to:	City of Somerville Purchasing Department Attn: Michael Richards 93 Highland Avenue Somerville, MA 02143
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One (1) sealed bid package should be submitted. Responses must be sealed and marked with the solicitation title and number. All bids must include the forms listed in the Proposers Checklist

5.1.2 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

5.1.3 Time for Bid Acceptance

The contract will be awarded within 10 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.

5.2 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. The City will also post addendums on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

5.3 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville 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 solicitation.

After the bid opening, an Offeror 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.

5.4 Right to Cancel/Reject Bids

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

5.5 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 90 days following the bid opening.

5.6 Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

5.7 Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

5.8 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

5.9 Invoicing

The Vendor will mail an invoice to the ordering Department after completion of the service and be authorized by a work order. All invoice submissions must include a Vendor Work Order which was signed by the Department Head, or his/her designee authorizing the work to be performed on a City Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

5.10 Electronic Funds Transfer (EFT)

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the office / individuals address listed in Section III:

- Contract/Order number.
- Contractor's name & address as stated in the contract/order number.
- The signature (manual or electronic, as appropriate) title, and telephone number of the Vendor's representative authorized to provide sensitive information.
- Name of financial institution.
- Financial institution nine (9) digit routing transit number.

- Vendor's account number.
- Type of account, i.e., checking or saving.

5.11 Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the Scope of Work (SOW) provided herein.

5.12 Questions About the Solicitation

Questions are due: 8/12/2015 by 5PM EST

Questions concerning this solicitation must be mailed or hand delivered in writing to:

Michael Richards
Procurement Analyst
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

mrichards@somervillema.gov

Or faxed to:

617-625-1344

Written responses will be mailed or faxed to all bidders on record as having picked up the RFP.

If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that Bidder will be disqualified immediately.

SECTION 6.0 GENERAL TERMS & CONDITIONS

6.1 Taxes

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and solicitation prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is M046 001 414.

6.2 Unit Price

In case of error in extension of prices quoted herein, the unit price will govern.

6.3 Indemnification

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

6.4 Assignment

Vendor shall not assign the Agreement, or any interest therein, without prior written consent of the City of Somerville.

6.5 Governing Law

The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

6.6 Enforceability

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

6.7 Conflict of Interest

The Bidder certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the Bidder offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

6.8 Financial and Operational Information

By submitting a proposal, the Bidder authorized the City of Somerville to contact any and all parties referenced by the Bidder regarding financial and operational information.

6.9 Payment

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract.