

BROCKTON POLICE DEPARTMENT
CITY OF BROCKTON, MASSACHUSETTS
INVITATION TO BID
PD 001/20

Three (3) sets (one original and two copies) of sealed bids for the purchase of **AUTO BODY REPAIR** will be received by the Chief Procurement Officer in the Procurement Department, Basement Level, Room B5, City Hall, 45 School Street, Brockton, Massachusetts, until **11:00 a.m. on Monday, August 19, 2019.**

All procedures shall be in strict accordance with Chapter 149 of the Massachusetts General Laws, sections 1 through 25, inclusive, and/or Chapter 40, Section 4B and/or Chapter 30 section 39M and Chapter 30B.

The awarding authority reserves the right to reject and/or all bids and to waive any informalities in the bidding if it be in the public interest to do so, provided such rejection or waiver be in conformance with Section 1 to 25 inclusive of Chapter 30B of the Massachusetts General Laws and all other chapters and sections pertaining to public bidding as adopted.

Applicants may obtain one (1) set of specifications on or after **Monday, July 29, 2019.** Specifications, information for bidders, and bid forms may be obtained at the Office of the Chief Procurement Officer, Basement Level, Room B5, City Hall, 45 School Street, Brockton, Massachusetts, 02301.

INFORMATION FOR BIDDERS

1. Specifications are available on or after: **Monday, July 29, 2019.**
2. Forms are available at the Office of the Chief Procurement Officer, Basement Level, Room B5, City Hall, 45 School Street, Brockton, MA, - Telephone No. (508) -580-7191
3. Bids will be publicly opened and read in the **GAR Conference Room** on the 2nd Floor, City Hall, Brockton, Massachusetts on **Monday, August 19, 2019 at 11:10 p.m.**
4. Any bids received after **11:00 a.m. on Monday, August 19, 2019, shall be rejected.**
5. *All bids and/or proposals shall be submitted in a sealed envelope, with one (1) original and two (2) copies, including any/all appropriate signed **appendixes A-G** with original signatures on each set, bearing on the outside the name of applicant, their address, and the name and the contract number (if any) of the bid or proposal for which the bid or proposal is submitted.*
6. All successful bidders of corporations which are located outside the confines of the Commonwealth of Massachusetts should be registered with the Commonwealth of Massachusetts as a Foreign Corporation prior to the awarding of the bid. If not registered in Massachusetts, an affidavit of incorporation in another state and the date of incorporation must accompany the contract. Additionally, all out of state applicants, unless otherwise notified must have an identified resident agent as stated in Appendix "I".
7. Double check all prices submitted. Awards that are based on unit prices that are submitted by a vendor in error will be considered as a firm bid by the City of Brockton, "adjustments" may not be made after the bid opening to correct such errors. Failure to honor bid prices - even the error - may place the bidder in jeopardy for future bids.
8. Prices not holding for the contract year shall be noted in writing in the bid.

9. Unit prices shall prevail. All prices must include freight costs. Shipments shall be F.O.B., Brockton, Massachusetts.
10. The contract, or any part of it, may not be transferred or assigned to another company or individual without the consent of the City of Brockton.
 - a. These bids shall contain firm prices and shall not be withdrawn for a period of no less than forty-five (45) days, subsequent to the opening thereof, without the consent of the City.
 - b. No bids will be acceptable unless properly made out on the enclosed bid forms, where provided, and signed by the bidder. All bids must be legible, either typewritten or in ink. "Bid Form" Appendixes must be completed and returned.
 - c. Each item bid must be clearly identified by manufacturer's name.
11. Action on the award of bids will be taken no more than thirty (30) days after the opening of the bid.
12. Contracts will be in force until **June 30, 2020**.
13. On request, (if applicable) samples of all bids will be required of bidders prior to the award of the bid.
14. To be considered as a responsive bid, bidders must base their bids on all functions, standards, precision and quantity as specified. *Any and all revisions/omissions must be clearly stated on the attached deviation sheet*; moreover, any substitutions or deviations must be enumerated and detailed with the amount to be deducted, if the omission substitution of deviation is approved.
15. The naming of specific manufacturer's catalog number has been used only to define the type, quality, and construction details required. Products of other manufacturers or approved equal quality may be accepted. In all cases where equals are bid the following must be done:
 - a. The equal must be clearly identified by manufacturer's name and number.
 - b. Catalogs describing the number listed must be submitted with the bid.
 - c. Manufacturer's name and number must be listed on all items.
16. The following information must be marked on all shipping cartons:
 - a. Shipper's name - if the item is shipped directly from the manufacturer, etc., the vendor's name (the name appearing on the contract) must still appear on the shipping carton.
 - b. The carton containing the packing slip must be marked to indicate that the packing slip is inside.
17. The ability of the bidder(s) to supply the **AUTO BODY REPAIR** promptly and professionally as required by the City of Brockton shall be heavily weighed in the review of bids. Any past record of failure to comply with this aspect of the business procedure will lead to rejection of the bidder as not responsible to the needs of the City of Brockton. A responsible bidder has the capability to perform the contract requirements and the integrity and reliability which assures good faith performance.
18. The successful bidder(s), shall guarantee for a minimum of one (1) year from the date of acceptance the quality of supplies and materials furnished by him/her and to remedy to the satisfaction of the petitioning department all defects and to replace all defective supplies or materials. No substitute supplies or materials which were approved bid items will be accepted without the prior approval of the petitioning department head.

19. The successful bidder(s) furnishing and/or installing new equipment/hardware with a minimum of ninety (90) day warranty, effective from the date of acceptance of said equipment/hardware shall replace all defective, damaged or incorrectly supplied equipment/hardware.
20. Delivery to be made to **BROCKTON POLICE DEPARTMENT, 7 COMMERCIAL STREET, BROCKTON, MA 02302**, unless other arrangements are agreed upon.
21. The successful bidder(s) must comply with the following billing procedures:
 - a. Invoices must contain contract number, quantity, description, catalog number, and all serial numbers, if any, on all items.
 - b. Invoices must correspond accurately with the contract held with the City of Brockton.
 - c. Invoices must be sent to the specific department purchasing the goods/services.
22. Questions regarding any item should be directed either to the Chief Procurement Officer, the department head, or their designee.
23. The City of Brockton reserves the absolute right to choose that product which best meets its needs and the degree of quality, workmanship, and the vendor's proven ability to provide service and support after a sale, bear on that determination.
24. **BIDDERS SHOULD ALLOW SUFFICIENT TIME IF BIDS ARE MAILED.**
25. The City of Brockton is an Affirmative Action/Equal Opportunity/Title IX employer.
26. Warranties on any equipment will not commence until delivery is made and equipment is operational.
27. Bidders may bid on individual items, where appropriate, where multi-item bids are advertised or otherwise solicited.
28. This contract is subject to appropriation of the City Council.
29. The City reserves the right to issue award(s) in whole or in part if it is in the best interest of the City of Brockton to do so.
30. **OPTION TO EXTEND:** The City, shall have the option of extending or renewing this contract for two (2) consecutive one (1) year periods, for the same discount rate and upon the same conditions as are contained in the contract at the time said option is exercised; except as such conditions shall have been modified by mutual agreement of the parties. Said options shall deem to have been exercised by the City, provided the vendor has been given preliminary notice of the City's intention to renew this contract. Such a preliminary notice shall not be deemed to commit the City to renewal.
31. **THE MASSACHUSETTS RIGHT-TO-KNOW LAW:** Massachusetts General Laws (Chapter 111F) requires that all employers in the Commonwealth of Massachusetts establish and maintain a central workplace file of complete and up-to-date Material Safety Data sheets (MSDS) for all products which the successful bidders supply; and which contain or may contain regulated toxic hazardous substances recorded on the Massachusetts Substance List (MSL). The successful bidder(s) shall place labels detailing MSL toxic or hazardous substances on all containers containing chemicals or chemical derivatives which appear on this bid. Compliance with this law is mandatory on the part of all successful bidders.
32. On all attachments of Bid Specifications, a signature is required rather than a stamp or printed name on all applicable lines. Failure to do so would be considered an informality in considering the merits of the submitted bid and/or proposal.

Scope of Services

PD#002/16 AUTO BODY REPAIR

The lowest most responsive bidder shall have at least two years of previously demonstrated experience in auto body repair of emergency vehicles.

The lowest most responsive bidder shall have:

1. Proper licenses issued by the city to perform auto body work
2. Garage and storage space
3. Hazmat license
4. Frame straightening machine
5. Forced hot air heated spray booth
6. ASE or ICW certified technicians

Duplicating decals and applications shall be the responsibility of the lowest and most responsive bidder.

The lowest most responsive bidder shall arrange for the adjuster to transport the vehicle to the claim center.

A copy of the estimate shall be submitted for approval prior to the work being performed.

All replacement parts shall be Ford parts or equivalent.

Storage shall be available for up to ten police department vehicles in a fenced area.

The lowest, most responsive bidder shall provide flat rate work as allowed by the insurer, and allowance shall be made for depreciation by the insurer. The city shall not pay more than the insurance company allows.

Successful bidder also to be responsible for insured losses/repairs at the rates set by the insurance company.

Repairs shall be completed within forty-eight (48) hours, unless authorized by the police department's authorized representative.

All vehicles shall be cleaned, inside and out, prior to the Brockton Police Department's acceptance of work.

The department reserves the right to negotiate any repair figure.

The lowest, most responsive bidder must be ready, willing, and able to make temporary repairs or adjustments, as needed.

The city intends to award one contract to the lowest, most responsive bidder based on the total of bid sheet, and ability to perform work aforementioned.

Any questions concerning these specifications should be directed to the Chief Procurement Officer, Basement Level, Room B5, City Hall, 45 School Street, Brockton, MA 02301 (508) 580-7191.

All auto body repair work must be performed on site.

BID SHEET

**PD #001/20
AUTO BODY REPAIR**

Estimated Quantity X Hourly Rate = Total

1. Labor for non-insurance work 100 hours X \$ _____ = \$ _____

Non-insurance work includes, but is not limited to painting of vehicles, minor dents, dings, and/or scratches. It also includes body work approximated to be under the city's \$1,000.00 deductible.

NAME OF BIDDER

ADDRESS OF BIDDER (STREET, CITY, STATE, ZIP CODE)

SIGNATURE OF PERSON AUTHORIZED TO SIGN

DATE

TYPE OR PRINT SIGNER'S NAME AND TITLE

CITY OF BROCKTON – CONTRACT APPENDIX A (SUBMIT WITH BID)

VENDOR TAX CERTIFICATE

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

For use by CORPORATIONS ONLY:

PROPER CORPORATE NAME

SIGNATURE OF AUTHORIZED CORPORATE OFFICER

FEDERAL IDENTIFICATION NUMBER (FEIN)

For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:

SIGNATURE OF INDIVIDUAL *

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER (FEIN) **

*Approval of contract or other agreement will not be granted unless this certification clause is signed by applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

CERTIFICATE OF CORPORATE VOTE

I, _____; clerk/officer of _____

hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company, held on _____ the following vote was passed:

Vote to authorizing _____ to sign in behalf of the corporation/company with the City of Brockton for _____.

Signature of Clerk/Officer

*** PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE.**

CITY OF BROCKTON – CONTRACT APPENDIX B (SUBMIT WITH BID)

AFFIDAVIT OF CLERK OF CORPORATION VENDOR
(To be signed and completed by Clerk)

I, _____, certify as follows:
(Print full name of Clerk)

1. I am the Clerk of _____ (print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of _____) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at _____.

2. That the names, residential addresses and title officers of the above named corporation are as follows:

_____ President	_____ Address
_____ Vice President	_____ Address
_____ Treasurer	_____ Address
_____ Resident/Registered Agent	_____ Address

3. That the above named corporation was incorporated on _____.

4. The federal tax identification number of said corporation is _____.

5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of _____ (if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.

6. _____ is authorized to sign contract/agreements on behalf of _____ pursuant to a vote of the Board of Directors/Officers on _____.

7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts. (Pertaining to Non-Massachusetts Corporations Only.)

SIGNED under the pains and penalties of perjury this _____ day of _____, 20____.

Signature of Clerk of Corporation

CITY OF BROCKTON – CONTRACT APPENDIX C (SUBMIT WITH BID)

VENDOR REGISTRATION FORM

TO BE COMPLETED BY ALL VENDORS:

TYPED/PRINTED NAME AND TITLE: _____

SIGNATURE: _____ DATE: _____

PROPER LEGAL NAME OF BUSINESS ENTITY: _____

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: _____

BUSINESS ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

EMAIL ADDRESS: _____

IF CORPORATION:

1. GIVE YOUR CORRECT CORPORATE NAME:

2. STATE AND DATE OF INCORPORATION:

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

IF FOREIGN BUSINESS ENTITY TRANSACTING BUSINESS IN MA, GIVE NAME/ADDRESS OF RESIDENT/REGISTERED AGENT IN MA (REQUIRED):

IF COMPANY, GIVE the OWNER'S NAME AND TITLE:

IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:

IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:

MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT

1. Our firm is principally (more than 50%) minority owned.

YES _____ NO _____

2. Our firm is principally (more than 50%) woman owned.

YES _____ NO _____

3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)

YES _____ NO _____

SOMWBA CERTIFICATION CATEGORY: ___ / MBE ___ WBE ___

CITY OF BROCKTON – CONTRACT APPENDIX D (SUBMIT WITH BID)

Attestation Clause

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful bidder shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED/PRINTED NAME AND TITLE: _____

Certificate of Non-Collusion and Certificate of Bona Fide Bid

As per Chapter 30B, Section 10, any person submitting a bid for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid, as follows:

The undersigned certifies under the penalty of perjury that this bid 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.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

Assurance of Non-Discrimination Compliance

Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE/TITLE/DATE: _____

ADDRESS AND TELEPHONE: _____

CITY OF BROCKTON – CONTRACT APPENDIX E (SUBMIT WITH BID)

Certificate of Insurance
(Service Contracts Only*)

As successful bidder on this Contract, you must supply the City of Brockton with a properly endorsed CERTIFICATE OF INSURANCE. Both the City of Brockton and the Vendor shall be named as co-insured/additional insured and the City shall be named certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

WORKERS' COMPENSATION: The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.

PUBLIC LIABILITY: Within fifteen (15) days after the award of this Contract the Vendor shall, at his/her own expense, procure and maintain insurance for Public Liability in the minimum amount of \$500,000/\$1,000,000 and Property Damage Liability in the minimum amount of \$50,000/\$100,000.

The policies shall contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy."

The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) days notice in writing to the City as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

***DESIGN/CONSULTING SERVICES, PLEASE PROVIDE PROOF OF PROFESSIONAL LIABILITY INSURANCE.**

AUTHORIZED SIGNATURE: _____

Indemnification and Release

To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless the CITY and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including costs, reasonable attorneys' fees, consequential damages and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of VENDOR'S work under this Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the negligence of the VENDOR or any entity or individual for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of VENDOR. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the VENDOR contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the VENDOR under any workers' compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any indemnity liability imposed by the Contract and shall survive the completion of the work performed under or the termination of the Contract.

The VENDOR'S assumption of liability is independent from, and not limited in any manner by the VENDOR'S insurance coverage obtained pursuant to the terms of this Contract.

AUTHORIZED SIGNATURE: _____

CITY OF BROCKTON – CONTRACT APPENDIX F (SUBMIT WITH BID)

DEVIATION SHEET

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet (Appendix “F”). Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

PLEASE LIST BELOW:

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

CITY OF BROCKTON – CONTRACT APPENDIX G (SUBMIT WITH BID)

VENDOR WORK HISTORY

- A. The undersigned proposes to supply: _____.
- B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.
1. Have been in business under present business name for _____ years.
 2. Are you fully licensed to do business under this contract? _____
 3. Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located? _____
 4. Ever fail to complete any work awarded? _____
 5. Have you been involved in litigation in the past five (5) years? _____
 6. List at least three (3) state, local or private companies and/or organizations which you have served recently of similar character as required for the above-mentioned.

LOCATION DATE DESCRIPTION OF WORK CONTACT INFO

1. _____
2. _____
3. _____

- C. Bidders shall indicate firm date of delivery on receipt of contract and subsequent purchase order form the City of Brockton.

DELIVERY DATE: _____

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

- D. Bidders shall note that this bid reflects all changes in addendum/amendment numbers:
