



# TOWN OF SHUTESBURY

1 Cooleyville Road  
Shutesbury, MA 01072

Becky Torres  
Town Administrator

Tel: (413)-259-1214  
Fax: (413)-259-1107

## Highway Dept. Pickup Truck

GVW minimum 10,000 pound PICKUP TRUCK WITH PLOW  
2014/2015 4x4 Extended Cab with Seat

The Town of Shutesbury, MA is requesting bids for Shutesbury Highway Dept. ¾ Ton Pickup Truck. **Please provide written bids.** Bids must be received at the Shutesbury, MA Town Administrator's Office, Shutesbury Town Hall, 1 Cooleyville Rd., Shutesbury, MA 01072 on or before **Thursday, at noon, August 21, 2014. This bid complies with M.G.L. c. 30B.** Bids will be taken under advisement and reviewed by the Highway Superintendent. Specifications may be obtained at the Shutesbury Town Administrator's Office during regular business hours, Monday through Friday, 9:00 AM until 4:30 PM. Specifications may be requested by mail, email at townadmin@shutesbury.org or phone at 413-259-1214.

The specifications are listed below.

The Town of Shutesbury reserves the right to accept any bid; reject any or all bids deemed not to be in the Town's best interest; reserves the right to waive or permit correction of minor informalities; and to conduct discussions with all qualified offers in any manner necessary to serve the best interests of the Town of Shutesbury and the bidders.

Rebecca Torres  
Town Administrator  
Town of Shutesbury

### I. Bid Submission

1. Please deliver bid by noon, Thursday, August 21, 2014.
2. Deliver written bid to the Town Administrator's Office at Shutesbury Town Hall, 1 Cooleyville Rd., MA 01072. Email or Facsimile transmissions will be accepted. Email address [townadmin@shutesbury.org](mailto:townadmin@shutesbury.org), or 413-259-1107.
3. A bidder may correct, modify or withdraw a bid by written notice received prior to August 21, 2014.

### II. Bid Specifications

**Highway Dept. Pickup Truck**  
**GVW minimum 10,000 pound PICKUP TRUCK WITH PLOW**  
**2014/2015 4x4 Extended Cab with Seat**

1. Bid Specs:
2. Engine: V-8 gasoline minimum h.p. 380
3. Transmission: Automatic, 6 speed
4. GVW: minimum 10,000 pounds
5. Tow Hooks: 2 frame mounted in front
6. Tires: all terrain tires, spare tire and wheel
7. Front Hubs: Electronic shift on the fly F.W. D./automatic hubs
8. Snow Plow prep
9. Plow: 9' municipal/commercial all angle/with snow foil and cutting edge/installed on truck w/cab controls
10. Cab: Extended cab w/seat
11. XL package, to include air conditioning, power windows, power locks, heated mirrors
12. AM/FM radio
13. Switch panel in cab for strobe lights
14. Body: Trailer tow package
15. Electric trailer brake equipped
16. 6 ½' bed
17. solid front axle
18. roof clearance lights
19. mud flaps
20. wheel well liners
21. running boards (driver & passenger)
22. sprayed on bed liner

No charges will be allowed for federal, state or municipal sales and excise taxes, for which the Town of Shutesbury is exempt. The prices bid shall be net and shall not include the amount of any such tax.

All questions must be submitted by phone, fax or email to the Town Administrator:

Contact: Becky Torres  
Town Administrator  
Office 413-259-1214  
Fax 413-259-1107  
Email: [townadmin@shutesbury.org](mailto:townadmin@shutesbury.org)

Please call ahead if you want to tour the building.

### III. Bid Execution

Schedule – **Deadline: Truck should be delivered by September 17, 2014**

### IV. Evaluation Criteria

Bids will first be examined for their responsiveness to what is requested in this request for bids. Responsibility of the bidder will then be ascertained. It is the intention of the Town to award the contract to the lowest responsive and responsible bidder.

#### 1. Responsiveness

Bidders must completely fill out and submit the bid form and all other required forms. All supplies and services that are the subject of the bid must meet the minimum standards and specifications set forth in the purchase description including standards by which the procurement officer will determine acceptability as to quality, workmanship, results of inspections and tests, and suitability for a particular purpose.

#### 2. Responsibility

Bidders must demonstrate that they meet the following measures of responsibility:

- (A) Bidder is licensed in the Commonwealth of Massachusetts. The Town of Shutesbury will reject any bid from a bidder not appropriately licensed.

### IV. Bid Submission Requirements

All bid packages should be sealed and marked "**Shutesbury Highway Dept. Pickup Truck**" Thursday, noon, August 21, 2014.

1. All bids must be delivered to the Town Administrator's Office at Shutesbury Town Hall, 1 Cooleyville Rd., MA 01072, no later than noon Wednesday, August 21, 2014. Facsimile transmissions (413-259-1107) and email submissions will be accepted if received by noon on Thursday, August 21, 2014.
2. The Town shall award a contract according to the evaluation criteria set forth in Section II of the Invitation for Bids within **21 days** of the receipt of bids. The time for acceptance may be extended by mutual agreement of the successful bidder and the Town. A contract shall be awarded to the lowest responsive and responsible bidder.
3. A bidder may correct, modify or withdraw a bid by written notice received prior to the time and date set for the bid opening. After bid opening, a bidder may not change the price or any other provision of the bid in a manner prejudicial to the interest of the Town or fair competition. The Town shall waive minor informalities or allow the bidder to correct them.
4. The following forms must be submitted with each bid package, copies of which are provided as attachments to this Invitation for Bids:

(A) Bid Form

(B) Attachment A

- (1.) Certificate As To Corporate Bidder
- (2.) Certificate As To Payment of State Taxes
- (3.) Certificate of Non-Collusion
- (4.) Certificate of Fair Labor Practices

#### 5. Award Contingency

August 8, 2014 – Solicitation Released

August 8, 2014 – Bid Document Available

August 21, 2014 – Bids Due

September 10, 2014 or Before – Notice of Award to the Lowest Responsive & Responsible Bidder  
– Execute Contract

6. Communication – All communication with regard to this solicitation must be made to the Shutesbury Town Administrator. Verbal communication is not binding and shall not alter a specification, term or condition of this solicitation.

7. If you have questions contact Becky Torres, Shutesbury Town Administrator, at 413-259-1214.

V. Project Execution

Schedule – Delivery date on or before September 17, 2014

**Attachment A—(1) Certificate As to Corporate Bidder; (2) Certificate as to Payment of State Taxes; (3) Certificate of Non-collusion; and (4) Certificate of Fair labor practices**

**(1) CERTIFICATE AS TO CORPORATE BIDDER**

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein, that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

Dated: \_\_\_\_\_

**(2) CERTIFICATE AS TO PAYMENT OF STATE TAXES**

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate  
Name

By: \_\_\_\_\_  
Corporate Officer (if applicable)

**(3) 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 of individuals.

\_\_\_\_\_  
(Name of person signing bid or proposal)

\_\_\_\_\_  
(Name of Business)

**(4) CERTIFICATE OF FAIR LABOR PRACTICES**

The undersigned certifies under penalties of perjury that in accordance with Section 504 of the (Federal) Rehabilitation Act of 1973 and 31 Code of Federal Regulations, Part 51, his/her company does not discriminate on its employment, procurement and marketing activities on the basis of race, creed, color national origin, sex, handicap or age.

\_\_\_\_\_  
(Name of person signing bid or proposal)

\_\_\_\_\_  
(Name of Business)

**BID FORM  
Town of Shutesbury  
Shutesbury Elementary School Air Sealing  
And I-Beam Insulation**

The undersigned proposes to provide the work described in the Bid Documents for Exterior Painting of the Shutesbury Elementary School for the total price of:

BASE BID PRICE:

\_\_\_\_\_ \$ \_\_\_\_\_  
Base Bid Price in words Base Bid  
in numbers

BY: \_\_\_\_\_ Date  
Signature

\_\_\_\_\_ Title  
Type or Print Name

\_\_\_\_\_  
Business Name

\_\_\_\_\_ City St.  
Business Address  
Zip

\_\_\_\_\_ Business Email  
Business Phone

**STANDARD CONTRACT  
TOWN OF SHUTESBURY  
1 Cooleyville Road, Shutesbury, MA 01072**

**CONTRACT FOR:** Highway Dept. Pickup Truck  
This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Town of Shutesbury, a municipal corporation located within the Commonwealth of Massachusetts, acting through its Chief Procurement Officer (hereinafter, the "Town"), and \_\_\_\_\_, a company with a business address at \_\_\_\_\_.

**ARTICLE I  
SCOPE OF SERVICES**

The Contractor shall furnish \_\_\_\_\_ as requested in a (bid dated; telephone quote; etc.) requested by the Town on \_\_\_\_\_. Contract documents shall include this Contract; the Town's Request for Bid; insurance certificates; Specifications and any addenda and Payment Bonds; and all of which are incorporated herein by reference.

**ARTICLE II  
TERM OF CONTRACT**

This Contract shall be effective as of the date first written above and shall terminate August 26, 2014.

**ARTICLE III  
COMPENSATION**

1. **Contract Sum:** The Town shall pay the Contractor in current funds for the performance of the work described in the Scope of Services at the price quoted, for a Contract Sum not to exceed the prices quoted on \_\_\_\_\_, 2011, for the amount of \$ \_\_\_\_\_.
2. **Payment Schedule:** Compensation for the services pursuant to this Contract shall be paid on proper acceptance by the Town of the services provided pursuant to the Specifications.

**ARTICLE IV**

**AFFIRMATIVE ACTION**

The parties hereto agree that it shall be a material breach of this Contract for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination or privileges of employment on basis of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

**ARTICLE V  
COMPLIANCE WITH LAWS**

The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the services provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits, and approvals.

To the extent that the Contractor is responsible for wages, benefits, overtime wages or other labor related costs, expenses or penalties as a result of applicable laws, the Contractor shall be and is solely responsible for such wages, other labor related costs, expenses and/or penalties and the Town shall not have any responsibility to make any such payment, and further the Contractor shall indemnify and hold the Town harmless for all such wages, labor costs, expenses and/or penalties, including, but not limited to, any determination or judgment related thereto and any attorney's fees incurred by the Town in relation thereto or the defense thereof.

**ARTICLE VI  
INCORPORATION OF G. L.**

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as though such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Contractor.

**ARTICLE VII  
INDEPENDENT CONTRACTOR**

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the Town for any purpose.

**ARTICLE VIII**

**TOWN'S LIABILITY**

The Town's liability under this Contract shall be to make all payments when they shall become due, and the Town shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Members of the Board of Selectmen, the Board of Health, or any other officer of the Town, or their successors in office, personally liable or any obligation under this Contract.

**ARTICLE IX  
INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the Town against such claims, costs and expenses.

**ARTICLE X  
INSURANCE**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor, on behalf of itself and any subcontractors used, hereby certifies that the Contractor and such subcontractors are insured for workers' compensation, and claims on account of property damage, bodily injury, personal and product liability. The Contractor and all subcontractors it uses shall purchase, and maintain in full force and effect insurance policies in the amounts here indicated.

<u>General Liability</u>	
Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$1,000,000 per occurrence
<u>Automobile Liability</u>	
Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts Laws

Professional Liability Insurance  
Minimum Coverage

\$1,000,000 per claim.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured for the General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the Town.

**ARTICLE XI  
ASSIGNMENT**

The Contractor shall not assign, sublet or otherwise transfer the work required under this Contract, in whole or in part, without the prior written consent of the Town, and shall not, either legally or equitably assign any or the moneys payable under this Contract, except by and with the written consent of the Town.

**ARTICLE XII  
INSPECTION AND REPORTS**

The Town shall have the right at any time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall immediately furnish to the Town full and complete written reports of his operation under this Contract in such detail and with such information as the Town may request.

**ARTICLE XIII  
TERMINATION FOR CAUSE**

If at any time during the term of this Contract the Town determines that the Contractor has breached the terms of this Contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such service breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold harmless the Town as provided in Article IX from any loss, damage, costs, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Contract by giving written notice thereof to the Contractor specifying the effective date of the termination. Such termination shall not prejudice or waive any rights or action

which the Town may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the Contract Sum provided herein in order to complete the work specified herein in a timely manner.

**ARTICLE XIV  
NOTICE**

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

**ARTICLE XV  
SEVERABILITY**

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE XVI  
GOVERNING LAW**

This Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.

**ARTICLE XVII  
ENTIRE AGREEMENT**

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE XVIII  
REAP STATEMENT**

The Contractor shall sign the following statement: Pursuant to Massachusetts General Laws, Chapter 626, Section 49A, I certify under penalties of perjury that I have filed all State Tax Returns and paid all State Taxes required under the Law.

\_\_\_\_\_  
(signature of individual or Corporate name - Corporate Officer)

\_\_\_\_\_  
Social Security # or FIN #

**EXECUTION**

**TOWN OF SHUTESBURY:**  
(By it's Chief Procurement Officer)

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature of Authorized Individual/Corporate Officer)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city) (state)

\_\_\_\_\_  
(telephone number) (fax number)