



**CITY OF MANCHESTER**  
**Public Works Department**  
**Purchasing Division**

475 Valley Street, Manchester NH 03103  
(603) 624-6444

## **BID INVITATION**

Sealed bids will be received at the Public Works Department, 475 Valley Street, Manchester, New Hampshire, before or at **2:30 PM** prevailing time of the **1<sup>st</sup>** day of **September, 2016** for the following items:

**Ford Sedans**  
**FY17-230-16**

Bid Invitations and specifications will be available at the Public Works Department, 475 Valley Street, Manchester, NH or online at:

<http://www.manchesternh.gov/bids>

Questions regarding this request should be directed to Mrs. Mindy Salomone-Abood, Purchasing Agent via email at [Purchasing@manchesternh.gov](mailto:Purchasing@manchesternh.gov) no later than August 19, 2016.

The Public Works Director reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

Kevin A. Sheppard, P.E.  
Public Works Director

**GENERAL:**

1. Bids will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Invitation to Bid and then publicly read aloud for the information of Bidders and others properly interested who may be present either in person or by representative. **NO BIDS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.**
2. The following meanings are attached to the defined works when used in this document:
  - a. The word "**City**" means City of Manchester, New Hampshire.
  - b. The word "**Bidder**" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
  - c. The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
  - d. The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Invitation to Bid, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted.
4. Each bid must give the full business address of Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

5. Bids must be securely sealed in a suitable envelope (facsimile and emailed submissions will not be accepted), name of vendor written in the top left corner of envelope, addressed and marked on the outside as follows:

**FY17-230-16, Ford Sedans**

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

***PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR BIDS NOT PROPERLY MARKED.***

6. It will be the responsibility of the Bidder to see that their bid is received by the Purchasing Division as specified.
7. Each bid is received with the understanding that the acceptance in writing via email by the City of the Bidder to furnish any or all of the products/services described therein or as otherwise negotiated, shall constitute a contract between the Bidder (Contractor) and the City, which shall bind the Bidder (Contractor) on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted bid; and the City on its part to order from such Bidder (Contractor), except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
8. Bids may be withdrawn upon written or electronic request received from Bidders prior to the time affixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
9. The solicitation document maintained by the Purchasing Division, in the appropriate file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document or as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your bid.
10. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Sealed Bid Invitation. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing and forwarded to:

**Email: [Purchasing@manchesternh.gov](mailto:Purchasing@manchesternh.gov)**

**Subject: Ford Sedans**

**Questions must be received no later than August 19, 2016. Questions received after that time will not be answered.** Answers will be posted as an addendum to bid no later than four (4) days prior to bid opening.

Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Bid Invitation which, if issued, will then be posted on the website: [www.manchesternh.gov/bids](http://www.manchesternh.gov/bids) All such addenda shall become a part of the complete Sealed Bid Invitation. It is the Bidder's responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date bid package.

11. Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Bid must be filled out completely and accurately. Please explain in detail any exceptions or deviations taken on this bid. Separate pages may be used if necessary.
12. Bids must be submitted on the Bid Schedule hereinafter provided. Prices shall be clearly and fully stated in units of quantities specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges that have not already been disclosed on the bid schedule. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.
13. **Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to the destination designated, including any and all freight and packing charges.**
14. As the City is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
15. Prices stated shall remain **firm** for the duration of the contract.
16. Should the successful Contractor fail to make delivery or complete the contract within time specified, the City reserves the right to procure the equipment/vehicle from other sources, and hold the Contractor liable for excess cost.
17. The City reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the City elects to exercise this right, all prices quoted pursuant to this Sealed Bid Invitation will remain firm, and the City shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the City.

18. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
19. The City reserves the right to divert delivery from one location to another, and to allow for any change in operation conditions or for any other cause not now foreseen.
20. Any equipment/vehicle delivered must be standard new and unused, latest model, except as otherwise specifically stated in the proposal. Where any part or the normal accessories of equipment/product is not described, it shall be understood that all equipment/product and accessories that are usually provided in the manufacturer's stock model shall be furnished.
21. Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Bid Invitation. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.
22. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
23. The equipment/vehicle on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted bids on products/services other than as specified, proposer shall furnish complete data and identification with respect to the alternate products/services they propose to furnish.  
  
Consideration will be given to bidders submitted on alternate products/services to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the products/services he proposes to furnish is other than specified, it will be construed to mean that the bidder will furnish the exact products/services described.
24. The City reserves the right to waive any informality in bids, to reject any and all bids wholly or in part, and to make awards in a manner deemed in the best interest of the City.
25. Awards will be made in the best interest of the City. In determining what would be in the best interest of the City, the following shall be considered:

- a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
  - b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
  - f. The quality, availability, and adaptability of supplies or contractual services to the particular use required;
  - g. to the "lowest responsible bidder" quoting the lowest net price in accordance with specifications;
  - h. The number or scope of conditions attached to this bid.
26. The City reserves the right to make awards on this proposal by item or to accept all or part of the proposal or prices quoted. In addition, the City reserves the right to award materials on the basis of the lowest total cost of the bid item to the City, including the City's cost of transportation to and from the source.
- In cases where two or more Bidders have the same net bid, the City may give preference to firms located within the City.
27. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the Purchasing website: [www.manchesternh.gov/bids](http://www.manchesternh.gov/bids).
28. The Bidder must certify that no official or employee of the City or State of New Hampshire, has a pecuniary interest in the proposal or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud, collusion or in connection with any other person submitting a proposal.
29. The Bidder, if awarded an order or contract, agrees to protect, defend and hold the City harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.
30. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of

this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.

31. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.
32. The Bidder to whom a contract is awarded guarantees to the City that all items furnished under this contract shall be free of defects in design, materials and workmanship for a period of one (1) year after final inspection and acceptance. The Contractor shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.
33. The Bidder to whom a contract is awarded guarantees to the City that all warrants of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
34. The Bidder, if awarded an order or contract, agrees to provide to the City proof of Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are a copy of a federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) **PREPRINTED** on it. Any impertinent information may be blackened out before sending to the City. Copies of tax returns must show taxpayer section and signature.
35. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced above.
36. Payment Terms:
  - a. Delivery and Acceptance: Upon delivery and acceptance of the equipment/vehicle by the department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale.
  - b. Payments: Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the

paragraph above.

- c. Payment can also be made by City departments via credit card or EFT payments. If either method is chosen by Contractor/Department, no additional charges will be assessed to the City.
37. Certificate of Origin: must be properly assigned to the:

City of Manchester  
480 Hayward Street  
Manchester, New Hampshire 03103

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE  
CANCELLATION OF AN ORDER OR CONTRACT**

## **SPECIFICATIONS**

The purpose of this bid invitation is to obtain sedans for various Departments in the City. It is the intent of these specifications/requirements to describe the City's minimum requirements for the equipment.

### **GENERAL:**

Bid prices shall remain firm for the duration of the contract.

The City reserves the right to terminate the contract entered into as a result of this bid if goods and services are at any time deemed to be unsatisfactory.

All vehicles must be new, shall not be used, rebuilt or refurbished and shall not have been used as a demonstration vehicle. At initial delivery the vehicle odometer shall not exceed 200 miles. Optional and standard equipment ordered shall be installed and ready for use, unless otherwise specified. The vehicle shall be furnished, installed and fully operational, complete in every detail, and be of such design and construction as to meet the general and special requirements hereinafter set forth. Any parts or units not specifically mentioned, but are necessary to form a complete working unit, shall be furnished by the successful bidder.

Vehicle must meet all Federal, State and safety requirements. The vehicle shall be equipped with manufacturer's standard features unless otherwise specified. This vehicle will be serviced and inspected by the successful bidder prior to delivery to the City of Manchester, Department of Central Fleet Management, Manchester, New Hampshire.

"Certificate of Origin" will be provided to the City of Manchester at the time of delivery.

### **DELIVERY:**

The City of Manchester Central Fleet Management Department will take delivery of equipment no later than 120 days after award.

### **PAYMENT:**

Payment will be made in accordance with the City Ordinances and item 38 in the terms and conditions.

No payment will be made until "Certificate of Origin" is received.

### **INSPECTION:**

The vehicle must be inspected and approved by the Central Fleet Management Department officials prior to acceptance/payment.

### **EXCEPTIONS/DEVIATIONS:**

Any exceptions or deviations need to be addressed in the "comment" section of the tables provided. If additional space is needed to adequately explain exception/deviation, Bidder may submit additional information on their letterhead. Exceptions/deviations that are presented on additional paperwork must be presented in the same order of the table

provided. If additional paperwork is attached to bid, Bidder must place a check mark in the box on page 11.

**SUBMITTAL:**

Failure to submit any and all documents requested could be cause for bid to be rejected. Bidders must submit the following:

- Manufacturer’s literature is to be provided with bid;
- Extended warranty options and costs;
- Pages 10 – 11
- Exception page if any taken.

**Compact 4 Door Sedan (Up to 4 may be purchased)**

	Comply		Comments
	Yes	No	
<b>General:</b>			
Ford Focus S version with Major Standard Equipment			
4 door sedan			
2.liter engine			
6 speed automatic			
Rear view camera			
Air conditioning			
Intermittent wipers			
Floor mats front and rear			
Spare tire and wheel			
Cruise control			
Color: white			
<b>Warranty (for all vehicles purchased):</b>			
5 year, 60,000 mile Ford Powertrain coverage			
3 year, 36,000 bumper to bumper			
<b>Diagnostic Software:</b>			
The City’s subscription for Ford’s IDS license expires in October of 2015. Renewed.			

## BID SCHEDULE

PROPOSAL FOR: **FORD SEDANS (FY17-230-16)**  
DATE & TIME: **Thursday, September 1, 2016 at 2:30 PM**

The undersigned, as Bidder, hereby declares that before preparing this bid he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the City in accordance with the specifications, terms and conditions as spelled out in this Sealed Bid Invitation.

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Compact 4 door sedan	1	\$ _____	\$ _____
Ford IDS Subscription	1	\$ _____	\$ _____

**Total Price in Words:** \_\_\_\_\_

**Make & Model:** \_\_\_\_\_

*This form must be signed. All signatures must be original and not photocopied.*

\_\_\_\_\_  
Authorized signature & title of Bidder

\_\_\_\_\_  
Print or type name & title of Bidder

\_\_\_\_\_  
Company Name (Corporation/general partnership organized & existing under the laws of the State of \_\_\_\_\_)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Date Quotation Made: \_\_\_\_\_ **REQUIRED** Email Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

*Vendors will be notified via email only – if no email is provided it will be the bidders' responsibility to check the website for the City of Manchester Purchasing Division for results.*

***Exceptions to the above specifications must be duly noted on your letterhead as a separate sheet. Please check the box if you have exceptions.***