

FORMAL RE-BID

FILE NO.4002A

**COMMODITY: 2007 TOYOTA CAMRY XLE,
TOYOTA SIENNA LE AND TOYOTA HIGHLANDER**

NAME OF BIDDER: _____

**BIDDER'S FED. ID. OR
SOCIAL SECURITY NO.:** _____

TO: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, MA 02139
PH: (617) 349-4310 FX: (617)349-4008

ITEM/SCHEDULE

TERM OF CONTRACT

OPTIONS

PERF. BOND PYMT BOND
INSURANCE YES NO

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **THURSDAY, DECEMBER 7, 2006** which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **THURSDAY, DECEMBER 21, 2006**.

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto.

The envelope containing the bid must be labeled: "This envelope contains a bid for **YEAR 2007 TOYOTA CAMRY XLE, TOYOTA SIENNA CE AND TOYOTA HIGHLANDER, opened at 11:00 a.m. on THURSDAY, DECEMBER 21, 2006**.

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered : _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____

FAX NUMBER: _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual.

NAME OF BIDDER: _____

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

TERMINATION OF CONTRACT: Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

NAME OF BIDDER: _____

City of Cambridge
Purchasing Department

TO: Cynthia H. Griffin, Purchasing Agent
795 Massachusetts Ave
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish and deliver a **2007 TOYOTA CAMRY XLE, V6, 4DR SEDAN, 2007 TOYOTA SIENNA LE, 2WD AND 2007 TOYOTA HIGHLANDER LIMITED 4 X4, V6** for the City of Cambridge, all in accordance with the attached specifications and following proposal schedule.

Prices must remain FIRM during the entire contract period.

Contracts will be awarded by within forty-five days, unless award date is extended by consent of all parties concerned. **A contract will be awarded to the responsive and responsible bidder offering the lowest price for each vehicle. Multiple contracts maybe awarded as a result of this IFB.**

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

NOTE: In accordance with the City's recycling policy, these bid pages are printed on both sides.

A sample contract is attached hereto.

PLEASE SUBMIT YOUR BID IN DUPLICATE.

Delivery charge must be included in proposal price.

Except as otherwise provided in Article V of the Articles of Agreement, the City may terminate the contract upon seven (7) days' notice.

Minority/Women Business Status- Please indicate whether your business is SOWMBA certified.
Yes No

Questions concerning this IFB must be submitted in writing to Fax # 617-349-4008.

All questions must be submitted no later then Wednesday, December 13, 2006. An addendum will be issued to notify all bidders of the questions and answers.

Fax all questions to:

Cynthia H. Griffin, Purchasing Agent
City of Cambridge
795 Mass Avenue
Cambridge, MA 02139

NAME OF BIDDER: _____

Scope of Services

The City of Cambridge is requesting bids to furnish and deliver **2007 TOYOTA CAMRY XLE, V6, 4DR SEDAN, 2007 TOYOTA SIENNA LE, 2WD AND 2007 TOYOTA HIGHLANDER LIMITED 4 X4, V6** for the City of Cambridge. The Contractor shall be responsible for the delivery and off loading of the vehicle and for all shipping charges that may be occurred. The winning bidder shall be responsible for accidents and environmental hazards in connection with the delivery.

The successful bidder must adhere to the following terms and conditions set by the City of Cambridge. Failure to comply with terms could prevent a bid from being considered.

Authorized Distributor: Bidder must be a manufacturer or manufacturer's authorized distributor for which a response is being submitted. (Attach copies of certifications)

Award: One contract will be awarded to the responsive and responsible bidder offering the lowest total price. References received regarding past performance, financial stability and on time delivery record will be part of the criteria used in the evaluation of the bids.

Costs: Costs, which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this IFB. The City will not be responsible for any costs or expenses incurred by bidders responding to this IFB.

Delivery: All bids shall be FOB destination. The term FOB destination shall mean delivered and unloaded in-house or on-site (at a location in Cambridge, MA to be determined by The City), at contractors risk, with all charges for transportation and unloading prepaid by the contractor. Additionally, all vehicles shall be delivered with a valid and current Massachusetts Inspection Sticker.

Delivery of the vehicle must be complete within 60 days of receiving a purchase order from the City unless prior arrangements have been negotiated with the City.. The City has the right to reject any late delivery. Vehicle delivery and liability remains with the Contractor until the products are properly delivered and signed for the City.

Insurance & Workmen's Compensation: The City of Cambridge has the right to require certificate of insurance and proof of workmen's compensation insurance if the need be required.

Omission of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of detail description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of the first quality are to be used.

Price Quotes: Price quotes remain in effect for 90 days or until accepted by the City and become fixed upon award of the contract, unless a lower (sale) price or negotiated price is agreed upon.

Product Quality: Products and substitutions must meet or exceed specifications and material warranties, expressed and implied.

NAME OF BIDDER: _____

Questions Regarding Specifications & Acceptability: On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the evaluation of materials and equipment, the execution of work, the decision of the City shall be final and binding.

Subcontracting Policies: Prior approval of The City of Cambridge is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Warranty & Repair: Bidder agrees to a Three year 36,000 Bumper-to-Bumper Mile warranty. The vehicle shall be covered by a 24 hour Roadside Assistance Program and a 100k Mile tune up interval.

Owner Manuals:

The successful bidder shall provide 2 (two) sets of owner manuals at no additional cost. The City of Cambridge will also be placed on the mailing list for revisions in these manuals, also for receipt of Dealer Service Bulletins as they are published.

The contractor shall replace a vehicle that does not conform to the specifications or is not in good condition upon receipt promptly. The vehicle must be delivered in new condition, "detail" cleaned, free of mileage (less than 50 miles) and must have no defects. The vehicle will be inspected before acceptance by an authorized City representative for workmanship, appearance and proper functioning of equipment. If any deficiencies are found, the contractor will have three (3) days to correct the problem.

The vehicle shall include, as a minimum, three (3) sets of operable keys and be cleaned, serviced and ready for immediate use in accordance with the manufacturer's pre-delivery services.

Quality Requirements

A no response or a failure to respond to any of the following quality requirements will result in a rejection of your bid. Circle Yes or No for each of the following Quality Requirements:

- | | | | |
|----|--|-----|----|
| 1. | Bidder has been in the retail automobile business for at least ten (10) years; with the automobile manufacturer being in business for at least ten (10) years. | YES | NO |
| 2. | Bidder is an Authorized OEM representative; and will supply on site warranty repair. | YES | NO |
| 3. | Bidder must be within 20 miles for service/warranty repairs. | YES | NO |
| 4. | Bidder agrees to a Three year 36,000 Bumper-to-Bumper Mile warranty. The vehicle shall be covered by a 24 hour Roadside Assistance Program and a 100k Mile tune up interval. Warranty information will be included with the bid. | YES | NO |
| 5. | It is true that the Bidder is currently not in Bankruptcy. | YES | NO |
| 6. | Bidder can provide, upon request, proof of financial solvency. | YES | NO |

Bid Submission

Failure to submit documents requested may result in the determination that your bid is non responsive unless the City deems such failure to be a minor informality.

1. Bidder shall furnish evidence satisfactory to the City of its ability to provide said service specified.
2. Bidder shall state minimum turn around time for repairs and parts.
3. Bidder shall detail the location of the dedicated service facility within its manufacturing locations.
4. Bidder must provide three references. References must be from a City, State or Government entity. Each reference should include the following details: Name, Address, Contact Person and Telephone Number. In addition, the City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting poor past performance by the bidder.

NAME OF BIDDER: _____

PRICE PROPOSAL

An award will be made to the responsive, responsible bidder offer the lowest total bid price (not including optional equipment) for each base vehicle with all standard options. The City may consider the optional equipment based on availability of funds.

The color of the vehicle must be black, tan, grey or navy. The City will not consider different colors.

2007 TOYOTA CAMRY XLE V6, 4DR, SEDAN,

Vehicle includes all Standard Options.

\$ _____

Total bid price for 2007 Toyota Camry XLE,V6, 4DR, SEDAN

Expected Delivery Date _____

2007 TOYOTA HIGHLANDER LIMITED 4X4 V6

\$ _____

Total bid price for 2007 TOYOTA HIGHLANDER LIMITED 4X4 V6

Expected Delivery Date _____

2007 TOYOTA SIENNA LE, 2WD

Vehicle includes all Standard Options.

\$ _____

Total bid price for 2007 TOYOTA SIENNA LE, 2WD

Expected Delivery Date _____

TOTAL BID PRICE FOR ALL 3 VEHICLES:\$ _____

NAME OF BIDDER: _____

FOR INFORMAL PURPOSES ONLY

Optional Equipment for 2007 TOYOTA CAMRY XLE V6, 4DR, SEDAN

Carpet/Trunk Mat Set \$ _____

Heated Power Outside Mirrors \$ _____

Optional Equipment for 2007 TOYOTA HIGHLANDER LIMITED 4X4 V6

Carpet/Trunk Mat Set \$ _____

Heated Power Outside Mirrors \$ _____

Optional Equipment for 2007 TOYOTA SIENNA LE, 2WD

Carpet/Trunk Mat Set \$ _____

Heated Power Outside Mirrors \$ _____

Signature of Bidder: _____

NAME OF BIDDER: _____

Americans With Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

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 "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Name of person signing bid

Name of Business

Address: _____

Zip Code: _____

NAME OF BIDDER: _____

City Of Cambridge
Articles Of Agreement
For Materials, Supplies or Equipment

Commodity:
File Number:
State Contract:

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____ existing under the laws of the State of _____ ("the Contractor").

Address:
Telephone: Fax, Email

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, 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 for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to furnish and deliver materials, supplies or equipment all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

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, but not limited to, 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 perform 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 perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within 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, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

NAME OF BIDDER: _____

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 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 supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth 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 the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. 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, in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to four other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Contractor:

Donald A Drisdell
City Solicitor

Signature And Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent

NAME OF BIDDER: _____

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