

Request for Proposals
For
FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF
CITY OWNED VEHICLES AND EQUIPMENT

2017-80

For the City of Chelsea, MA

September 2016

RFP Contact:

City of Chelsea, MA
Dylan Cook
Chief Procurement Officer
City Hall
500 Broadway, Room 206
Chelsea, MA 02150

Telephone Number:

617-466-4224

Fax Number:

617-466-4225

E-Mail:

dcook@chelseama.gov

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MANDATORY SUBMITTALS:

RESPONDER INFORMATION FORM (To be first page of Proposal)

PRICE PROPOSAL FORM (in separate sealed envelope)

CERTIFICATE OF NON-COLLUSION

TAX COMPLIANCE CERTIFICATION

STATEMENT OF CORPORATE AUTHORITY

WAGE THEFT CERTIFICATION

REFERENCE FORM

RFP ATTACHMENTS: Sample Contract

Schedule A - Vehicle Listing

Schedule B - Checklist

Schedule C - Repair Classification and Subcontractor
Listing

Schedule D - Penalties

(Legal Notice)

**CITY OF CHELSEA
REQUEST FOR PROPOSALS
FLEET MANAGEMENT, PREVENTATIVE MAINTENANCE AND REPAIR OF
CITY OWNED VEHICLES AND EQUIPMENT**

The City of Chelsea, Massachusetts, through its Chief Procurement Officer, is seeking Proposals for “**FLEET MANAGEMENT, PREVENTATIVE MAINTENANCE AND REPAIR OF CITY OWNED VEHICLES AND EQUIPMENT**”.

Request for Proposals will be available on or after September 15, 2016 by contacting Dylan Cook, Chief Procurement Officer at dcook@chelseama.gov or by visiting the City’s website at <http://www.chelseama.gov/purchasing/pages/current-bids-solicitations>.

Proposals must be sealed and clearly marked “**FLEET MANAGEMENT, PREVENTATIVE MAINTENANCE AND REPAIR OF CITY OWNED VEHICLES AND EQUIPMENT**” and submitted to the Office of the Chief Procurement Officer no later than 9:00 AM on September 29, 2016.

The City of Chelsea reserves the right to accept any proposal, to reject any or all proposals and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City.

In accordance with our Minority Business Enterprise Plan, we are inviting all qualified women and minority business firms to respond.

The City of Chelsea is an Equal Opportunity

Employer. Dylan Cook
Chief Procurement Officer

Section 1 Procurement Scope

1.1 Authority

Request for Proposals Procedures and award of the Contract shall be in accordance with Massachusetts General Law, Chapter 30B, plus all applicable Federal, State and Local laws and regulations.

1.2 Withdraw , Modify, and Amend Proposals

Responders who wish to withdraw, modify or amend their proposal must do so in writing utilizing electronic mail to the City of Chelsea Chief Procurement Officer at Dcook@chelseama.gov or via fax at 617-466-4225, no later than the time and date set forth herein for the receipt of the Request for Proposals. All such withdrawals, modifications or amendments must so state in the subject line of the email correspondence. Any withdrawal, modification or amendment arriving after the date and time set forth for accepting proposals will not be considered. After the opening of the proposals, a responder may not change any provision of the proposal in a manner prejudicial to the interests of the City of Chelsea or fair competition. Minor informalities will be waived by the City of Chelsea.

1.3 Bid Bond – NOT REQUIRED - RESERVED

1.4 Payment & Performance Bonds – NOT REQUIRED RESERVED

1.5 Familiarity with Requirements

Responders are to thoroughly familiarize themselves with the requirements of this Request for Proposals. Ignorance of the requirements will not relieve the responder from any obligations or liabilities of any contract(s) issued as a result of this Request for Proposals.

1.6 Independent Party

Under this Request for Proposals, the successful responder declares itself to be at all times acting and performing as an independent party and nothing in this request for response or any subsequent contract(s) is intended to constitute a partnership or joint venture between the responder and the City of Chelsea.

1.7 Conflict of Interest

No officer or employee of the City of Chelsea shall participate in any decision relating to any contract which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested.

1.8 Political Activity Prohibited

None of the services to be provided by any responder shall be used for any partisan political activity or to further the election of any candidate for public office.

1.9 Assignment by Contractor

The successful responder or contractor shall not assign in whole or in part or otherwise transfer any interest in any contract without the written consent of the City of Chelsea, provided however, that the present and prospective claims for money due owing to the Contractor from the City of Chelsea or any other Buyer may be assigned to a bank or trust company or to a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the City of Chelsea. Any complete or partial assignment of the contractor's or successful responder's interest in any such contract shall require the assignee, at the City of Chelsea's discretion, to supply such further information as the City of Chelsea deems necessary to comply with the City of Chelsea rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs or counter claims which would have been made available to the City of Chelsea against the successful responder in the absence of such assignment.

1.10 Subcontracting

None of the services to be provided by the contractor pursuant to any contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership, or any other such entity without the prior written approval of the City of Chelsea. All intended subcontracts must be in writing and must be submitted with the Request for Proposals documents. All intended subcontracts shall be provisions, which are functionally identical to and consistent with the language of this Request for Proposals.

1.11 Choice of Law

Any contracts awarded as a result of this Request for Proposals shall be construed under the laws of the Commonwealth of Massachusetts. The successful responder and agents thereof agree to bring any federal or state legal proceedings arising from any such contract in which the City of Chelsea is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights any party may have to intervene in any action in any court or wherever pending in which the other is a party.

1.12 Notices

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when sent via electronic mail (e-mail), given in person to either party or

deposited in the U.S. Mail, postage prepaid and addressed to the persons indicated in any contract or as specified by any amendment hereto.

1.13 Severable Sections Do Not Affect Entire Contract

If any provision of the Request for Proposals or any subsequent contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Request for Proposals and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

1.14 Liquidated Damages for Failure to Enter Into Contract

The successful Responder, upon its failure or refusal to execute and deliver the Contract, Bond and Certificates of Insurance required within ten days after receipt of notice of the acceptance of the bid, shall forfeit to the City of Chelsea, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsive and responsible Responder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature or similar unforeseen circumstances affecting the Responder, its bid deposit shall be returned.

1.1 Liquidated Damages for Failure to Perform Under Terms of the Contract

Should the successful Responder fail to commence or diligently perform according to the terms of the contract, the successful Responder agrees to pay to the City of Chelsea, as liquidated damages, Two Hundred Fifty Dollars (\$250.00) per calendar day that the successful Responder fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. Liquidated damages assessed under this provision shall be deducted from any payment(s) due to the successful Responder.

1.16 Contract Performance

The failure of any party to insist in any one or more situations, upon performance of any of the terms or provisions of any part of this Request for Proposals or resulting contract shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or provision, and the rights and obligations of the parties to such future performance shall continue in full force and effect.

1.17 Prevailing/Minimum Wages – NOT REQUIRED - RESERVED

1.18 Funding & Fiscal Year Appropriation

Appropriations for expenditures by the City of Chelsea and authorizations to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year for the City

of Chelsea, MA begins on July 1st and ends June 30th of the following year. The obligations of the City of Chelsea under any contract resulting from this Request for Proposals for any subsequent fiscal year following the fiscal year in which the initial contract is awarded is subject to the appropriations to the City of Chelsea of funds sufficient to discharge its obligations, which accrue in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Request for Proposals. In the absence of such appropriation or authorization, any contract resulting from this Request for Proposals shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services, which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for the said fiscal year.

1.19 Procurement Calendar

The City of Chelsea solicits Requests for Proposals that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of Chelsea is:

Event	Date
RFP Released	September 15, 2016
Optional Site Visit (380 Beacham St)	September 21, 2016 at 11:00AM
Deadline for Written Inquiries	September 26, 2016
Response to Written Inquiries	September 27, 2016
Due Date for Responses	September 29, 2016 at 9:00AM

1.20 Duration of Contract

The City proposes to contract with one vendor for a three (3) year period from November 1, 2016 – October 31, 2019.

End of Section

Section 2 General Response Information

2.1 Required RFP Sections

The Responder must provide, in its response, a reply to the particular specifications included in the Request for Proposals.

2.2 Minority or Woman Business Enterprise Participation

In accordance with the Minority Business Enterprise Plan for the City of Chelsea, all qualified Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to this Request for Proposals. For the purpose of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications or access to SOMWBA vendor lists, contact the State Office of Minority and Women Owned Business Assistance at (617)-727-8692.

2.3 The Contract Award

Based upon the responses received, the contract will be awarded to the responsive, responsible responder offering the most advantageous proposal. The responder(s) submitting the response and price proposal considered to be most advantageous to the City will be notified of this status by the City; the City has no obligation to select the proposer offering the lowest rate(s).

2.4 ADA, Regulatory, Compliance and Standards

Responders are expected to provide services and commodities that are in compliance with Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Telecommunications Act of 1996, and all successor federal and related legislation throughout the term of any contract resulting from this solicitation.

2.5 Indemnification

Any successor in exchange for entering into an agreement or contract resulting from this Request for Proposals shall indemnify and hold harmless the City of Chelsea and all persons acting for or on behalf of either of them from all suits and claims against them, or either of them, arising from or occasioned by the use of any service, material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such service, material, equipment or apparatus, or any part thereof in any suit is held to constitute infringement, the successful proposer, within a reasonable time,

will at its expense, and as the City of Chelsea may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus or remove the material, equipment or apparatus and refund the amounts paid therefore. Said indemnification includes reasonable attorney's fees related thereto.

Furthermore, any successful responder in exchange for entering into any agreement or contract resulting from this Request for Response agrees to indemnify and hold harmless, release and forever discharge the City of Chelsea as well as their officers, agents and employees as well as their successors and assigns from any and all manner of actions, suits, claims, demands, judgments, damages and liability in law and in equity which may arise or result from performance under this contract. This includes any discrimination, labor or employment claims against the successful responder and the City of Chelsea and any and all manners of legal action brought against the successful responder and /or the City of Chelsea. Said indemnification includes reasonable attorney's fees related thereto.

2.6 Federal, State and Local Laws

The successful responder will comply with all applicable Federal, State and Local laws and regulations.

2.7 Tax Exempt

Purchases made by municipalities and government are exempt from Federal Excise Taxes and Massachusetts Sales Taxes and response prices must show the exclusion of such taxes. Tax exemption certificates will be furnished as required.

2.8 Insurance

The successful responder in addition to any insurance required by State or local Law, shall maintain in force during the term of any contract(s) issued as a result of this Request for Proposals the following insurance issued by an insurance company licensed to do business in the Commonwealth of Massachusetts. Failure to provide or maintain such insurance shall be grounds to reject a bid or execute a contract.

- a. Public Commercial Liability coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 general aggregate. Automobile Liability Insurance coverage in the amount of \$500,000.00 per occurrence, \$1,000,000.00 general aggregate.
- b. Worker's Compensation Insurance in the amounts required by Massachusetts Law.
- c. Evidence of such insurance must name the City of Chelsea as the named insured as well as the successful proposer.
- d. An Insurance Certificate giving evidence of the insurance must be delivered to the City of Chelsea within 10 days by the successful responder receiving the award of this Request for Response.

2.9 Confidentiality

The successful responder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and the successful responder acknowledges that in performance of any contract resulting from the Request for Proposals it may require or have access to “personal data” and become a “holder” of personal data as defined by M.G. L. c. 66A. The successful responder shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules and regulations of the City of Chelsea. The successful responder shall at all times recognize the City of Chelsea’s ownership of personal data and the exclusive right and jurisdiction of the City, and “data subjects” (as defined in chapter 66A) to control the use of personal data. The successful responder shall immediately notify the City of Chelsea both orally and in writing if any personal data in its possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the City of Chelsea. The successful responder shall cooperate with the City of Chelsea in taking all steps it deems advisable to enjoin misuse regain possession and/or otherwise protect the City of Chelsea’s rights and data subject’s privacy. The successful responder shall allow access to any personal data held in their possession solely to those employees of the City of Chelsea who require such information in the performance of their occupational responsibilities. All personal data held by the successful responder shall be delivered to the City of Chelsea within 14 calendar days after termination of any contract resulting from this Request for Proposals. The successful responder agrees to take reasonable steps to insure the physical security of such data under its control, including but not limited to fire protection, protection against smoke and water damage, alarm system, locked removal of manually held data, passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data, limited terminal access, access to electronically or mechanically held data, limited terminal access, access to input documents and design provisions to limit use of personal data. The successful responder agrees that it will inform each of its employees having any involvement with their personal data or confidentiality. The City of Chelsea shall have access at all times to any data maintained pursuant to any contract resulting from this Request for Proposals, without the consent of the data subject. The successful proposer shall use personal data, and material derived from such data, only as necessary for the performance of the subject contract. Failure of the successful responder to comply with the requirements of this section may be grounds for terminating any contract resulting from this Request for Proposals.

2.10 Force Majeure

Neither the City of Chelsea of the successful responder shall be liable to the other, nor deemed to be in breach of any contract resulting from this Request for Proposals for failure or delay in rendering performance rising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, Acts of God or the public enemy, wars, fires, flood, epidemics, quarantine restrictions, strikes, unforeseen freight embargos or unusually severe weather. Dates of times of performance shall be extended to the extent of delays excused by this section, provided that the party

whose performance is affected notifies the other party promptly of the existence and nature of such a delay. It is agreed that since the performance dates of the subject contract are of the essence and important to the implementation of essential City of Chelsea work, continued failure to perform for periods aggregating 45 or more calendar days, even for causes beyond the control of the successful responder, shall afford the City of Chelsea the right to terminate any contract resulting from this Request for Proposals without assessment of termination costs or penalties.

2.11 Equal Opportunity

During the performance of this contract, the successful responder agrees as follows:

- a. The successful responder will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The successful responder will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex, nation origin or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry.
- b. The successful responder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and all of the rules, regulations and relevant orders of the Secretary of Labor.

2.12 Termination

The responders for this Request for Proposals should note that the City of Chelsea reserves the right to terminate any contract resulting from this Request for Proposals in whole or in part, by written notice:

- **Without cause:** Either party may terminate the subject contract by giving written notice to the other party at least 60 calendar days prior to the normal contractual effective date of termination as stated or such other period as is mutually agreed upon in advance by the parties
- **For cause:** If, in the opinion of the city of Chelsea, the successful responder fails to fulfill its obligations, the City of Chelsea may terminate any contract resulting from this Request for Proposals by giving 30 days written notice to the successful responder at any time. The subject contract shall be terminated immediately in the event of fraud or program abuse.
- **Emergency:** The City of Chelsea may terminate or suspend any contract resulting from this Request for Proposals up to 60 calendar days by providing written notice to the successful responder, stating the grounds for the City of Chelsea's action, in the form of U.S. Mail, hand-carried letter, or other

appropriate written means, if the City of Chelsea determines that immediate action is necessary to protect City, State and/or Federal funds or property, or to protect persons from injury. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the successful responder. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the City of Chelsea specifying requisite actions by the successful responder to remove the suspension, proposed timetable for meeting those requirements and a description by the City of Chelsea of allowable activities and costs, if any, during the suspension period. Failure by the successful responder to remedy the stated deficiencies according to the timetable prescribed by the City of Chelsea shall be cause for immediate termination.

- **Elimination or Reduction of Funding:** In the event of a reduction of funding for any reason, the City of Chelsea may terminate any contract resulting from this Request for Proposals by providing notice of termination in a reasonable time. The City of Chelsea may provide a conditional notice of termination with a proposed amendment to the subject contract. Any such notice shall provide that the subject contract will terminate automatically 30 calendar days after the date of the conditional notice of termination unless the successful responder submits to the City of Chelsea a properly signed copy of the amendment, or such modification form of amendment as may be agreeable to the City of Chelsea, within 20 calendar days after the date of the conditional notice of termination, or such other time as it is otherwise specified in the conditional notice.
- **Office's Remedies:** Upon Termination for Cause or for Emergencies: Notwithstanding the terms contained in this section, in the event of termination, the successful responder shall not be relieved of liability to the City of Chelsea by virtue of any breach of any contract resulting from this Request for Proposals by the successful responder. In the event of termination pursuant to this section, the City of Chelsea may withhold any payments to the successful responder for the purpose of set-off until such time as the exact amount of damages due to the City of Chelsea from the successful responder is determined. In addition to and notwithstanding the above, the successful responder covenants and agrees that in the event of termination of any contract resulting from this Request for Proposals, the successful responder shall pay to the City of Chelsea as damages: (a) such sum as, at the time of termination, the City of Chelsea reasonably determines that is, shall require to compensate a subsequent contractor to complete the delivery of service, and (b) the sum, reasonably determined by the City of Chelsea, which will compensate the City of Chelsea for all the direct and indirect costs resulting from delay in the delivery of services upon the successful responder's default. The successful responder further covenants and agrees with the City of Chelsea that the successful responder shall pay all of the City of Chelsea's costs and expenses (including attorney's fees) incurred or paid in obtaining and enforcing any court order favorable to the City of Chelsea for any obligation of the successful proposer under any contract resulting from this Request for Proposals.

2.13 Obligation in the Event of Termination

Upon termination of any contract resulting from this Request for Proposals, all documents finished or unfinished, data, studies and reports prepared by the successful responder pursuant to the subject contract shall become the property of the City of Chelsea. Copies of finished and unfinished documents, data, studies and reports generated as a necessary part of performing the subject contract shall be delivered to the City of Chelsea upon reasonable request and shall be retained by the successful responder for future use. The City of Chelsea shall promptly pay the successful responder for all services performed and for all costs and un-cancelable commitments reasonably incurred in performance of the subject contract to the effective date of termination, provided the successful responder is not in default of the terms of the subject contract and submits to the City of Chelsea properly completed invoices with supporting documentation covering such services no later than 45 days after the effective date of termination, and that the successful responder make every reasonable effort to minimize or recover costs incurred.

2.14 Ownership of Furnishings & Equipment:

Unless otherwise provided by law or a federal grant award, title to all furnishings and equipment provided by the City of Chelsea or that the awarded responder provides under the terms of this Request for Proposals and paid for with public funds, shall vest in and be retained by the City of Chelsea. Upon completion of performance of the awarded responder's contract, the awarded responder shall return such furnishings and equipment in its possession in the same condition as at the commencement of any contract resulting from this Request for Proposals, normal wear and tear excepted.

2.15 Anti-Boycott Warranty:

During the term of any contract resulting from this Request for Proposals, neither the successful responder nor any "affiliated company" as hereafter described, shall participate in or cooperate with an international boycott, as defined in section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage on conduct declared to be unlawful by sections 2 and 4 of Chapter 151E of The Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity or which at least 51% of the ownership interests are directly or indirectly owned by the successful responder or by a person or persons or business entity or entities which directly own at least 51% of the ownership interest of the successful responder.

2.16 Tied Bids – NOT REQUIRED - RESERVED

2.17 Unexpected Closures or Delays

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until 11:00 a.m. on the next normal business day. Proposals will be accepted at the same location until that date and time.

End of Section

Section 3 Responder Response Information

3.1 Responder Communications

Responders are prohibited from communicating directly with any employee of the Purchasing Department and any other member of the City of Chelsea except as specified in this Request for Proposals, and no other individual City of Chelsea employee or representative is authorized to provide any information or respond to any question or inquiry concerning this Request for Proposals. Responders may contact the person identified on the cover sheet of this Request for Proposals in the event this Request for Proposals is incomplete.

3.2 Reasonable Accommodation

Responders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of the Request for Proposals information in an alternative format, must communicate such requests in writing, via electronic mail (e-mail) to the contact person. Requests for accommodation will be addressed on a case by case basis. A responder requesting accommodation must submit a written statement, via e-mail which describes the responder's disability and the requested accommodation to the contact person for the Request for Proposals. The City of Chelsea reserves the right to reject unreasonable request.

3.3 Public Records

All responses and information submitted in response to this Request for Proposals are subject to the Massachusetts Public Record Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 2, Subsection 26. Any statements in the responder's responses inconsistent with these statutes will be disregarded.

3.4 Brand Name or Equal

Unless otherwise specified in this Request for Proposals, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Request for Proposals to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the City of Chelsea must consider clearly identified offers if substantially equivalent goods and services submitted in response to such reference.

3.5 Publicity

Any responder awarded a contract under this Request for Proposals is prohibited from selling or distributing any information collected or derived from the contract, including lists of participating or eligible departments, employee names, telephone numbers, e-mail addresses, addresses or any other reports or information except as specifically authorized under this contract.

3.6 Costs

Costs for services that are not specifically identified in the responder's response and identified as part of a contract, will not be compensated under any contract awarded pursuant to this Request for Proposals.

The City of Chelsea will not be responsible for any costs or expenses incurred by responders responding to this Request for Proposals.

3.7 Required Contract Attachments

All Responders are required to complete, sign and return at minimum the following documents:

- 1.) **Responder Information Form**- to be included as cover page of Proposal
- 2.) **Certificate of Non-Collusion**- Signature required
- 3.) **Statement of Corporate Authority (If Responder is a Corporation)** - If the Responder is a Corporation, a vote of the Corporation approving participation in this Request for Proposals process must be signed by the corporate officers with the Corporate Seal Affixed and attached to the original Request for Proposals.

If the Responder is a Corporation, the names and addresses of the corporate Officers and the state and date of incorporation must be included. The Responder must state if the Corporation is publicly held or privately held. If the Corporation is publicly held, the exchange on which it is traded and the symbol under which it is traded is required.

Sole Proprietorship (If Responder is a Sole Proprietorship)- If the Responder is a Sole Proprietorship, a partnership or any other legal business entity, the names and addresses of the officers must be included, the parent state of business and the numbers of years this entity has been in business. In short, a complete business profile must be included in the bid.

- 4.) **Proposal Pricing Form** - Signature required
- 5.) **Reference Form**- To include three current contract references, at least one of which is a government agency that can be contacted during the RFP process. Two of the references must be customers for which the Responder is or has provided services similar to those outlined in the Scope of Services of the RFP. Include customer name, contact person, his/her title, address and telephone number.

Do not use the names of relatives or City Employees as references. Do not use any previous City contracts as a source of project reference information. You may use previous City contracts as a record of your experience only

3.8 Submitted Responses

The City of Chelsea shall be under no obligation to return any responses or materials submitted by the responder in response to this Request for Proposals. All materials submitted by responders become the property of the City of Chelsea and will not be returned to the responder. The City of Chelsea has the right to use any ideas, concepts or configurations that are presented in the responder's response whether or not the response is selected for contract award.

3.9 Clarification of Response

The City of Chelsea is not required to seek clarification of responses; therefore, the proposer should be as clear as possible in all of its responses to this Request for Proposals.

3.10 Evaluation and Award of Contract

All pricing must remain constant for the entire term of the contract, as well as any possible extension offered. Based upon the responses received, the contract will be awarded the responsive, responsible responder offering the most advantageous proposal. The responder(s) submitting the response and price proposal considered to be most advantageous to the City will be notified of this status by the City, the City has no obligation to select the proposer offering the lowest rate(s).

3.11 Rejection of Responder's Response

A responder's response may be rejected by the City of Chelsea if the responders' response:

- Fails to adhere to one or more of the requirements
- Fails to submit its bid to the required address on or before the Request for Proposals due date
- Fails to submit a bid in accordance to the format and instructions specified or to supply the minimum information requested in this Request for Proposals.
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of this Request for Proposals.
- Misrepresents its equipment, systems or services or provides demonstrably false information in its response or fails to provide material information.
- Violates the restrictions on contacts with the City of Chelsea employees and representatives
- Refuses, is unable to, or fails to provide clarification requested by the City of Chelsea in a reasonable time frame.

3.12 Request for Proposals Cancellation

The City of Chelsea retains the right to cancel this Request for Proposals, or any portion thereof, at any time prior to the execution and approval of a contract. If this Request for Proposals is cancelled, all responses received to this Request for Proposals will be rejected. All expenses related to the preparation of responses to this Request for Proposals remain the responsibility of the responder.

3.13 No Guarantee of Purchase

The City of Chelsea makes no guarantee that any purchases will take place from any contract resulting from this Request for Proposals, nor does the City of Chelsea guarantee any minimum quantity of purchases from any contract resulting from this Request for Proposals. Any estimated or past procurement volumes referenced in this Request for Proposals are included only for the convenience of the proposers, and not to be relied upon as any indication of future purchases.

The responder may not place, as a condition for providing the cost levels proposed, any minimum purchase requirements.

3.14 Prime Contractors and Subcontractors

Prior approval of the eligible entity 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 program and reporting requirements and are held to the same reimbursable cost standards as the successful responder.

The City of Chelsea requires a single point of contact for any contract resulting from this Request for Proposals. Subcontractors may be used, but the successful responder, as prime contractors, shall be responsible for meeting all of the terms of any contract resulting from this Request for Proposals and must accept full responsibility for any subcontractor's performance.

Responder's must provide a list of subcontractors, a description of each subcontractor's responsibility in regards to this contract and signed letters of agreement between the responder as the prime contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime contractor. The prime contractor must notify each individual account (eligible entity) in writing; the name of their subcontractor both initially and when a sub-contractor is changed. If a subcontractor has filed for Chapter 11 Bankruptcy or Chapter 7 Bankruptcy, the prime contractor also must notify the City of Chelsea. The notification must be written and must be within one week of the events noted above.

3.15 Written Inquires

Responders may submit written inquiries concerning any part or attachment of this Request for Proposals. Written inquiries regarding issues outside of the scope of this Request for Proposals will not be considered.

All inquiries must be submitted by the required date and time, to the contact listed on the cover page of this Request for Proposals.

All written inquiries must be submitted via electronic mail (email) only. No other manner of submission will be accepted.

Any change to this submission date and/or time will be made by a notice sent electronically to all responders. The responder is responsible for confirming receipt of its written inquiries with Dylan Cook, Chief Procurement Officer City of Chelsea at Dcook@chelseama.gov.

The City of Chelsea will provide written responses via electronic mail (e-mail) to all written inquiries received by the required due date. Responses will not identify the inquiry by responder.

3.16 Instructions for Submission of RFP Responses

Proposals shall be assembled and submitted as follows:

Paper Submission- The Responder must submit one (1) original response to the RFP marked "ORIGINAL" and three (3) copies marked "COPY" on 8 ½ x 11 paper. The Envelope must be clearly marked "**FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF CITY OWNED VEHICLES AND EQUIPMENT**".

The responder must also submit one (1) original Response Price Proposal. The envelope should be clearly marked in the left had bottom corner "PRICE PROPOSAL".

3.17 Deadline for Submission

All responses to this Request for Proposals are due at the address listed on the cover page and no later than the date and time listed in the Procurement Calendar.

End of Section

Section 4 SCOPE OF SERVICES

4.1 INTRODUCTION

The City of Chelsea intends to award a contract for **FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF CITY OWNED VEHICLES AND EQUIPMENT** currently owned by the City and purchased by the City during the term of this contract. The services shall consist of furnishing all labor, parts (except those purchased and provided directly by the City) and equipment required to maintain and repair the enclosed listing of City vehicles and equipment as directed by Repair Work Authorization(s) based upon the City's needs and emergencies that may arise. Vehicles under the control of the Department of Public Works, the School Department, Inspectional Services Department, and the Police Department, Emergency Management Department and City Manager are included in this work. All work except that specifically listed to be sub-contracted shall be performed at the City Yard Repair Garage Facility.

4.2 BACKGROUND

The City of Chelsea currently operates a fleet of 158 vehicles and pieces of equipment. The City of Chelsea has classified these items for bid purposes as follows:

- Class A – 37 automobiles & light pick-up trucks
- Class B – 52 light trucks
- Class C – 11 medium trucks
- Class D – 4 pieces of specialized equipment
- Class E – 3 non-motorized trailers
- Class F – 1 Front-End loader
- Class G – 2 Mad Vacs
- Class H – 48 Small hand operated powered equipment devices

Each department is responsible for asset management of the department's particular fleet. Fire Department passenger vehicles, light trucks, ladder trucks and pumper trucks are not included in this bid.

The maintenance of the fleet is performed at a repair facility located at the City Yard at 380 Beacham Street, Chelsea, MA. This approach to equipment maintenance is in effect for all city vehicles except as noted.

This Request for Proposals is intended to secure the services of a Contractor to provide fleet management, preventative maintenance and repair services to the City.

4.3 INTENT

It is the intent of the City of Chelsea to procure the services of a Contractor to assume responsibility for management of fleet repair and maintenance operation and to perform preventive maintenance, repairs and other functions associated with the City's fleet.

The goals of this procurement include:

- A. Reduce the overall fleet maintenance cost
- B. Improve fleet availability
- C. Improve services offered to the City's departments using fleet vehicles

The City is particularly interested in the following maintenance performance:

- A. Car and light truck availability/downtime
- B. PM Scheduling and completion performance
- C. Unscheduled repair performance
- D. Parts availability
- E. Quality of work
- F. On-call performance; 24 hours a day/7 days a week
- G. On-site mechanics capable of performing work on any class of municipal owned vehicles

The Contractor will buy and maintain all active automotive parts inventory with the exception of tires, which the City will purchase, and the Contractor shall maintain inventory of tires.

The Contractor will administer disposal of the inactive, excess and obsolete automotive parts in the City stock and coordinate with the City Procurement Department the disposition of vehicles and equipment declared surplus or non-serviceable.

Oral presentations may be required by senior management of the Contractor who have the ability to fully answer all questions regarding their Proposals within thirty (30) days after receipt of proposals.

4.4 STATEMENT OF WORK

The Contractor shall provide preventive maintenance; remedial repairs, overhaul, fleet management, and such other allied services as may be required to assure the continuity of effective and economical operation of the City vehicles and equipment.

The Contractor shall make specific repairs to vehicles and equipment that are identified through scheduled preventative maintenance activities, by users, and by breakdown or malfunction. Repairs shall be made as required, limiting the nature and extent of repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance

The Contractor shall furnish all necessary supervision, labor, parts and supplies and sub-contract work required to maintain the fleet in a state of repair and service consistent with generally accepted fleet practices and as defined in this Statement of Work.

In addition, the Contractor shall provide and maintain a permanent, detail, automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the City.

4.5 CONFERENCE

Any questions on the part of the proposer regarding the specifications contained herein must be resolved prior to the submission of the Proposal. A pre-BID conference and site tour is scheduled for 11:00 AM Wednesday, September 21, 2016 at the Maintenance and Repair Garage Facility at the Chelsea City Yard, 380 Beacham Street, Chelsea to acquaint proposers with the actual field conditions.

The City's failure at any time to require performance of any provisions thereof by the Contractor shall in no way affect the right of the City thereafter to enforce same. Nor shall any waiver by the City of any breach of any provision hereof be take or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

The City reserves the right to use its own personnel and/or equipment to perform **FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF CITY OWNED VEHICLES AND EQUIPMENT** when deemed necessary or expedient. The City also reserves the right to undertake any **FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF CITY OWNED VEHICLES AND EQUIPMENT** through third party encounters.

4.6 CONSISTENCY

The Contractor shall perform the work described in the Contract Documents in a good and workmanlike manner consistent with sound business and trade practices. The parties agree that what is intended, whether or not specifically stated and where such interpretation is not unreasonable taking into consideration the contract as a whole, is that

the scope of work shall provide the City with timely **FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF CITY OWNED VEHICLES AND EQUIPMENT.**

4.7 THIRD PARTY COOPERATION

The Contractor agrees to cooperate with the City and any third party contractors, including without limitations, public works, school, police department personnel, and R.H. White Construction Co. Inc. to facilitate the coordination of the work under this contract, use of the city yard facility and any other related work.

The City has retained R.H. White Construction Co., Inc. to operate and maintain the City's water distribution, sewer collection and storm water collection systems. R.H. White occupies a portion of the city yard for use as offices, storage and other activities related to their work. There is no contractual obligation on the part of the City to provide fleet management, preventive maintenance and/or repair to RH. White.

4.8 AVAILABLE SPACE AT CITY YARD

Work will be performed at the City Yard Maintenance Garage Facility located at 380 Beacham Street, Chelsea, Massachusetts. Such City Yard Maintenance Garage Facility shall remain the property of the City. Three (3) bays of the existing City Yard repair garage facility as designated by the City will be available for use by the Contractor for Preventive Maintenance and Repair of City Owned Vehicles and Equipment. The DPW will at times request to place and have access to vehicles parked in two (2) of the three (3) bays during nighttime, weekend and holiday periods. The physical facility, office and shop equipment provided to the Contractor for the term of the contract will become the responsibility of the Contractor and will be returned to the City upon completion of the contract in the same condition they were provided to the Contractor except for normal wear and tear.

4.9 WORK IN HARMONY

Not all work is to be performed at the same time. It will be necessary for the Contractor to work in harmony with other contractors working on separately let vehicle and equipment preventive maintenance and repair work.

4.10 PRIMARY BUSINESS

This contract for **FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF CITY OWNED VEHICLES AND EQUIPMENT** will be awarded only to a Contractor who is presently and primarily engaged in the business of performing **FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF SIMILAR VEHICLES AND EQUIPMENT.**

4.11 SITE VISIT

Before proposing on this contract, every prospective Contractor shall visit the site, examine the environs, and become thoroughly familiar with the conditions and contract documents as they exist. Failure to visit the site and familiarize oneself with the proposal specifications and conditions shall in no way relieve the Contractor from these obligations with respect to the proposal.

4.12 AGREEMENT BY BID SUBMITTAL

By submitting a BID, the Contractor has agreed that he/she will provide any and all services, labor, materials necessary for the **FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF CITY OWNED VEHICLES AND EQUIPMENT**.

4.13 MINIMUM REQUIREMENTS

The Contractor selected will have to meet all minimum requirements of this specification.

4.14 THIRTY DAYS NOTICE

The City of Chelsea Department of Public Works will give thirty (30) days' notice as to the need to perform certain aspects of the work.

4.15 WORK AT OTHER LOCATIONS

If any work is performed at a site other than the City Yard facility for the repair of vehicles and equipment, the site shall be located within ten (10) miles of Chelsea City Hall unless otherwise approved in writing by the Director of Public Works. Any offsite location used for the performance of work under this contract shall have all necessary permits and licenses for such work at a particular location including but not limited to zoning, garage, and storage of flammable substances licenses and permits. The Contractor shall ensure that any vehicle taken for work under this contract at a location offsite from the City Yard shall be protected from liens from either the owner/operator of the repair shop, the owner of the premises, the municipality in which the facility is located, the internal revenue service, the revenue department, any creditors and free of any attachments whatsoever.

4.16 SAFEKEEPING OF CITY VEHICLES AND EQUIPMENT

The Contractor shall be responsible for the safekeeping of any City of Chelsea vehicle or piece of equipment and accessories thereof that is in the process of being repaired under the terms of this contract at any location under care and control of the General Contractor or Subcontractor(s). Any losses to or of vehicles or equipment under the care and control of the General Contractor or Subcontractor(s) shall be repaired or replaced by the General Contractor to the satisfaction of the Director.

Section 5 MANAGEMENT AND CONTROL OF THE WORK

5.1 REQUIRED HOURS OF OPERATION

The normal hours of operation at the Department of Public Works are Monday through Friday from 7:00 AM to 3:30 PM, holidays excluded except as otherwise allowed by the Director. The Contractor shall be required to maintain sufficient staffing including supervisory personnel empowered to act on behalf of the contractor during those hours to perform repairs. The shop shall be open and operating every scheduled City workday. The Contractor will observe holidays in accordance with the City's holiday schedule. The Contractor may work on scheduled holidays, but must not expect delivery of vehicles scheduled for PM or other maintenance services. The Contractor shall develop and provide a PM schedule to the City with sufficient lead time that the City can give ten (10) working days' notice to the vehicle user. The Contractor will be responsible for all contact with departments regarding vehicle PM scheduling. Some of the repair work may take place outside the normal work hours of the Department of Public Works.

5.2 REPAIR WORK AUTHORIZATIONS

The Contractor shall undertake and complete the work in accordance with Repair Work Authorizations as described below and generally in the most efficient, appropriate, and expeditious manner that due diligence and good fleet and equipment management's practices will permit. The exact location and limits of work shall be established by the City and described in Repair Work Authorizations. The work will vary in quantity by each Repair Work Authorization.

5.3 EMERGENCY AUTHORIZATION

Work may be initiated through a verbal request in the case of an emergency and otherwise by a Repair Work Authorization prepared by the City. The Contractor shall only undertake work with the full knowledge of the City's Authorized Representative(s). If necessary, the City will schedule a site meeting with the Contractor to review the proposed work to prepare a Repair Work Authorization. The Repair Work Authorization shall establish the precise scope of work in each case and the estimate of the approximate unit quantities and, the anticipated cost of the work as established through the contract unit bid prices.

5.4 NOTICE TO PROCEED WITH A REPAIR

The date for commencing work under a Repair Work Authorization shall be as set forth in the Repair Work Authorization. The Repair Work Authorization form shall serve as "Notice to Proceed" or confirmation thereof in the case of emergency work.

5.5 TURNAROUND TIME

The Contractor shall repair and restore vehicles or pieces of equipment to normal

operating condition within twenty-four (24) consecutive total hours of issuance of a Repair Work Authorization or commencement of scheduled preventive maintenance. In the event the Contractor is unable to restore the vehicle or piece of equipment to normal operating condition, the Contractor shall notify the owning department of such information including reasons therefore, expected completion date and time of the work, type and cost of work completed at time of notification, additional work needed and estimated cost to complete the work.

5.6 WORK REASSIGNMENT

Regularly scheduled work may be reassigned by the Director in the event of an emergency or otherwise, provided that any such reassignment shall not constitute separate work and shall be billed at the regular rate. Any adjustments which must be made to the regular scheduled work due such reassignment shall be approved in advanced in writing by the Director.

5.7 IDENTIFICATION OF CONTRACTORS VEHICLES

The Contractor's vehicles shall be clearly marked with the name of the company.

5.8 24 HOUR RESPONSE

The Contractor shall have 24-hour per day, 7-day per week telephone answering service and repair service available throughout the term of this contract. The Contractor shall also have, at any time work is being performed in the city, a suitable means for the Director of Public Works to reach the individual(s) performing the work for discussion of the performance of such work.

5.9 FLEET ADDITIONS/DELETIONS

Whenever the number of vehicles and equipment listed is increased or decreased due to additions or deletions of a vehicle or piece of equipment, the City shall notify the Contractor in writing. This notification shall give the following information: (1) a description of the vehicle(s) and/or equipment, unit(s) or item(s) to be added or removed, and (2) the effective date of change. There shall be an adjustment in the contract cost of bid item number as further specified in section eight (8) of the Measurement and Payment part of this specification.

5.10 INSPECTION OF THE WORK

The City reserves the right to observe all facets of the operation and to assign personnel to inspect the Contractor's operation at any time for the purpose of determining compliance with the specifications and maintaining records, including time records for service charges. Any work or materials found to be substandard or not in accordance with the provisions of the contract shall be repaired or replaced to the satisfaction of the City at the sole expense of the Contractor.

5.11 COMPLIANCE WITH LAWS

All personnel working under this Contract shall comply with the laws of the Commonwealth of Massachusetts in so far as they apply to this work including but not limited to the motor vehicle laws. Particular attention is directed to laws and regulations governing the storage of fuels, oils, additives and other petroleum based chemicals. The maximum on site storage under this contract is 300 gallons in aggregate and in no case shall any container greater than 600 gallons capacity be utilized.

5.12 DAMAGE TO EQUIPMENT AND FACILITIES

It shall be the Contractor's responsibility to ensure that he does not damage any materials, equipment or structures during his operations, and he shall be held liable for any damages that he causes. If the Contractor damages any materials, equipment or structures, he shall replace or repair to the satisfaction of the City and at no expense to the City.

5.13 DISPOSAL OF MATERIALS

All work shall be performed in a neat and workmanlike manner. All material or equipment replaced shall be held available for inspection for 30 days or until the City has approved payment for the work performed unless otherwise directed in writing. The Contractor shall be responsible for removal and disposal of replaced materials. Any debris from a repair or preventive maintenance call shall become the property of the Contractor and shall be removed by him at the completion of the work or workday whichever comes first. The premises at the repair garage at the City Yard must be kept clean at all times.

5.14 FIELD SERVICE SUPERVISOR

The Contractor shall keep a competent and responsible person, knowledgeable about the work being performed and readily able to discuss any aspect thereof including technical, performance, warranties, personnel staffing levels, billings and scheduling of the work and having field experience as a vehicle repair mechanic designated as a Field Service Supervisor, in charge of the daily administration and supervision of the work at the site to represent them whenever any work is in progress. Such representative shall be authorized and instructed to receive and execute the instructions given by the City. The Field Service Supervisor shall assure quality control, investigate complaints (including any irregularities, labor problems, accidents, thefts, etc.), determine work assignments, and submit reports. The Field Service Supervisor shall also have the authority to make decisions regarding any aspect of the work.

5.15 EMERGENCY MOBILIZATION

The Contractor shall mobilize the shop and provide repair and preventive maintenance services for the duration of circumstances including but not limited to emergency situations such as flood, snow storms and other emergencies declared or otherwise. Such

services include adequate staffing to ensure continued emergency vehicle operation at a level determined by the Director of Public Works. Such circumstances may occur during hours outside normal hours of operation and can involve any number of employees, vehicles and equipment. The response time to request for repair service outside the hours of normal operation of the City Yard for the Contractor shall be no more than two (2) hours.

5.16 PERMITS AND FEES

The Contractor shall be responsible for all permits, fees and licenses necessary for the proper execution of the required. The contractor shall perform state-mandated inspections, obtain vehicle registrations, and fill out manufacturer's warranty logs.

5.17 STANDARDS OF WORK

It is understood and agreed that only the highest standards of work are acceptable and are to be maintained; that the specifications are not be construed as absolutely complete; but all items not included and considered necessary to properly perform the work shall be construed as part of the specifications. The Contractor shall be required to redo, at her/his own expense, any work not done according to the schedule; any work in relation to which there shall be doubt or discrepancy; or any work done in violation of law or public authority. In the event that work has been done improperly, the Director shall have the right to demand immediate corrective action on the part of the Contractor; or have the condition corrected by whatever means necessary and deduct the costs from the monthly invoice.

5.18 TAMPERING

The Contractor employees shall not disturb or tamper with personal or public property.

5.19 COST TO REPAIR CRITERIA

The Contractor shall make specific repairs to vehicles and equipment that are identified through PM and by users and supervisors. Repairs shall be made as required limiting the nature and extent of repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance.

5.20 COST-EFFECTIVENESS

Repairs estimated to exceed \$50.00 in labor and material cost must be approved of in writing prior to commencement of the work. Repairs estimated to exceed \$1,000.00 in labor and material costs must be analyzed by the Contractor to determine the repair's cost effectiveness. When equipment appears to be more cost-effective to replace than to repair, such recommendation shall be presented in writing by the Contractor to the City.

5.21 TOWING

The City will provide towing through a third party contract. The Contractor shall provide emergency road service in the rare or infrequent instance that an event occurs such that third party towing of the vehicle is not possible for any reason. The Contractor shall have employees on call to expeditiously handle breakdowns.

5.22 ROAD CALLS

The Contractor shall provide an appropriately equipped vehicle to respond to emergency road service calls for the vehicles and equipment in the vehicle and equipment fleet.

5.23 MAXIMIZING FLEET UTILIZATION

The Contractor shall use his/her judgment in determining the priority of repairs based upon keeping the maximum number of vehicles on the road at all times. Minor repairs that will return a vehicle or piece of equipment to service in a short period of time shall be quickly fixed unless otherwise so requested by supervising personnel. Vehicle repair times of one hour or less shall be considered to be short periods of time. The Contractor, being an agent of the City, shall recognize and agree to take seriously the public safety obligation of the work and the impacts resulting thereof from vehicles and equipment being out of service. Major repairs shall be completed as expeditiously as possible.

5.24 CLEANING OF VEHICLES

No vehicle cleaning services are required under this contract. The Contractor may request use of the City owned high-pressure washer for use at the City Yard repair garage site cleaning vehicles, equipment and components when such use will not interfere or delay work by the City Yard forces involving the high-pressure washing equipment provided that the Contractor's personnel are properly trained in the use thereof and the Contractor accepts liability for any claims resultant from the use thereof. .

5.25 ADMINISTRATION OF WARRANTIES

The Contractor shall administer all warranties, both vehicular and for parts, associated with management of this fleet. The Contractor may seek authorization from various vehicle and equipment manufacturers to perform warranty work on City Equipment. Such work will be reimbursed directly to the Contractor by the equipment manufacturer and the City will be held harmless from payment for such work. Payments and adjustments received by the Contractor for warranty work shall be credited to the City's account.

5.26 EQUIPMENT REPAIRS

The Contractor shall be responsible for all repairs and maintenance of hydraulic equipment such as, but not limited to backhoes, front-end loaders, and street sweepers.

The Contractor must maintain the necessary equipment to perform pressure checks and determine flow rates of hydraulic systems, air systems and fuel injection systems, and employ capable mechanics to service and adjust these systems as necessary.

5.27 LABELING OF PARTS REMOVED AND INSTALLED

The Contractor shall mark all parts used in preventive maintenance and repair procedures with the date of installation, the word **INSTALLED** and the department and vehicle number with indelible permanent yellow paint markers. All removed parts shall be marked with the date of removal, the word **REMOVED** and the department and vehicle number with indelible permanent yellow paint markers.

5.28 SUBCONTRACTOR CERTIFICATION

The Contractor shall have in their employ, or have Sub-contractor(s) who have in their employ, auto repair technicians certified by the original equipment manufacturer for the following types of repairs:

- Servicing and repair of air conditioning systems and components
- Servicing and repair of air bag systems and components
- Servicing and repair of braking systems and components including anti-lock, air, electric, and power systems
- Servicing and repair of internal combustion engines, including gasoline and diesel fueled
- Servicing and repair of various types of hydraulic systems
- Servicing and repair of various types of fuel injection systems
- Servicing and repair of various types of propulsion systems including gasoline, diesel, hybrid and electric
- Servicing and repair of various types of emission control systems
- Servicing and repair of various types of automotive, truck, specialty equipment, heavy equipment and small equipment electrical systems including rebuilding of various types of electrical motors and components including those associated with hybrid motor vehicles.
- Servicing and repair of various types of two and four stroke small equipment engines
- Servicing and repair of specialty equipment including aftermarket supplied equipment such as emergency light bar systems and two-way communication systems
- Diagnostics
- Repair of body panels, components, latches, glass, interior and collision damage
- Warranty work
- Machine shop work
- Engine oil, fuel, coolant and hydraulic oil analyses
- Commonwealth of Massachusetts Safety Inspections

The DPW Director reserves the right to disapprove the use of any Subcontractor and to review of the qualifications of any Subcontractor for work on the Preventive Maintenance and Repair of City Owned Vehicles and Equipment when necessary to protect the rights, liabilities, and interests of the city. The General Contractor shall have full responsibility through this Subcontractor for the correction of any work performed by the Subcontractor found to be faulty whether or not the DPW Director has conducted a review of the Subcontractor's qualifications for performance of such work.

The price paid to the Contractor for work sub-contracted shall be at the same rates for materials and labor that the Contractor pays to the Subcontractor. There shall be no mark-up of the Subcontractor's billing by the Contractor. The coordination and management of work by the Subcontractor shall be performed by the Contractor and be included in the base bid for the contract.

5.29 ACCIDENTAL DAMAGE REPAIRS

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair proposals, transportation of vehicle to/from repair site, repair quality and timeliness, and shall be responsible for administration including the payment of invoices. Three (3) competitive bids shall be obtained for accident repairs. Bids must be forwarded to the respective department's designee within 10 business days of delivery of vehicle to Contractor.

5.30 OSHA STANDARDS

All work shall be performed in accordance with OSHA standards and it shall be the Contractor's responsibility to ensure that all required safety equipment is present and being utilized properly at the work site. All equipment utilized under this contract shall be tested in accordance with OSHA standards. The Contractor shall notify the City in writing of items and procedures not in compliance with OSHA standards and shall immediately make correction thereof to comply.

5.31 ELECTRICAL WORK

All electrical work shall meet or exceed the vehicle or equipment's original equipment manufacturers specification for replacement wires, connectors, devices and components.

5.32 MATERIALS, TOOLS AND PARTS SUPPLY INVENTORY

The Contractor shall maintain an adequate inventory of parts, tools, lubricants and fluids and adequate skilled help (as determined by the DPW Director) so that no undue delay is caused in the repair, service and operation of any vehicle(s) or unit(s) of equipment covered by this contract. Within two weeks of the award of the contract, and every month thereafter, the Contractor shall provide the city with an up-to-date current inventory listing Contractors' stock of materials and parts suitable for use in Preventive Maintenance and Repair of City Owned Vehicles and Equipment owned by the City.

Between the date of contract execution and the date that the Contractor actually takes over the facility, a complete physical inventory of office and shop equipment will be taken by representatives of the City and the Contractor to determine what the Contractor is responsible for. The inventory shall be repeated annually.

The City reserves the right to purchase at cost from the Contractor all or any portion of the active parts or equipment in the inventory upon completion or termination of the contract.

The Contractor shall procure stock and furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Contractor shall meet OEM specifications.

Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment.

Any parts purchased for use in preventive maintenance or minor repairs will be billed to the City at their wholesale invoice cost plus the markup for parts bid as part of these specifications.

Within thirty (30) days after the commencement of the contract period, the Contractor shall purchase, at cost, the City's active parts and supplies assigned to the automotive fleet. A complete physical inventory will be taken by representatives of the City and the Contractor at the beginning of the contract. Upon completion of the inventory, the Contractor will be totally responsible for parts accountability and security. The Contractor will administer disposal of inactive, excess and obsolete automotive parts in the City stock. The Contractor will be required to keep an inventory of tools, parts and supplies at the City Yard for use in minor repairs including but not limited to replacement the following:

- Replacement head, parking, side marker, directional, tail, dash, interior, warning, beacon, spot and auxiliary lights of common types and sizes for all vehicles
- Replacement windshield wipers of common types and sizes for all vehicles
- Windshield washer, transmission, brake, anti-freeze and gear oil fluids
- Transmission fluid
- Brake fluid
- Hose clamps of various sizes
- Heater, vacuum, fuel and air hoses of various sizes.
- Grease of various types including but not limited to lithium, wheel bearing, molybdenum disulfide, white, and silicon
- Various other lubricants including sprays and oils including silicon, Teflon and light oils.
- Various cleaning agents including degreasers, hand cleaner, and automotive cleaners

- Various hand tools including but not limited to wrenches, pliers, screwdrivers, battery hydrometer, multi-meter, radiator hydrometer, hammers, saws, and pry bars necessary to conduct preventive maintenance activities, minor and major repairs
- Air powered ratchets, wrenches, chisels and impact tools
- Hydraulic floor and chassis jacks
- Jack stands
- Electronic engine, exhaust gas, electronic components, and control systems analyzer(s)
- Oil, air, gas, fuel injection, emission control filters of various common types and sizes.
- Miscellaneous items including duct tape, tie wire, electrical tape, starting fluids, defrosting fluids, gas line antifreeze, carburetor cleaners, brake cleaners and fasteners to assure completion in a short time frame of minor and major repairs and preventive maintenance activities.
- Mobile battery charger and mobile 'start-all' for 'jumping' dead batteries

5.33 PAINT WORK

All paint used in this contract shall meet the vehicle or equipment's original equipment manufacturers specification for type of paint for the particular surface being painted. Substitute paint materials will only be allowed is specifically pre-approved by the Director in writing.

5.34 PROCUREMENT OF MATERIALS

The Contractor shall procure all materials required for the preventive maintenance, minor and major repairs except for those materials and supplies listed herein as being provided by the City, all parts which are reusable shall be put back into the installation. These parts must not be faulty or damaged in any way that would cause malfunctions or improper performance. The City shall have the right to reject any part of the work in the case of materials or workmanship that is not of satisfactory quality.

5.35 SALVAGE PARTS

Surplus or damaged parts, materials, other equipment that are salvageable shall be taken by the Contractor to a place designated by the City, unless otherwise instructed by the Director. Any damaged parts that cannot be repaired shall be disposed of by the Contractor.

5.36 FAILURE AND PROBLEM DIAGNOSIS

All testing of the suspected failed components and/or equipment shall be done by the Contractor prior to replacement to insure that no unnecessary replacement parts are installed. Proper diagnostic techniques shall be utilized to determine the nature and remedy of vehicle and equipment deficiencies requested to be repaired by the operator or

supervisor and/or discovered during the course of preventive maintenance activities. The Contractor shall submit in writing the diagnostic procedures and equipment utilized therefore for any repair or preventive maintenance procedure for any vehicle or piece of equipment when so requested to do so by the Director.

5.37 OEM QUALITY

Repair and replacement parts provided by the Contractor for use under this contract shall be of a quality equal to original equipment manufacturer specification or better than the original part in the vehicle or piece of equipment and meet all particular vehicle or piece of equipment original equipment manufacturer warranties for the make and model of the vehicle or piece of equipment. The City may request products for testing. If products tested are not of the quality or compatibility required, the Contractor is responsible for finding alternative products that meet the City's approval.

5.38 BEST PRICE

Vendor shall make best efforts to procure OEM parts or equivalent aftermarket replacement parts at the lowest possible price. If within thirty (30) days of the date of repair, the City finds the same part customarily available and having been available both at the same price and condition of supply within the previous thirty (30) days from a regular supplier of such parts, the Contractor shall pay to the City as liquidated damages the difference between the invoiced price of the part and the verified price found by the City.

5.39 PARTS MARK-UP

The Contractor shall purchase and bill the City all parts and supplies at their cost plus (to be determined from BID) of ____ (%) except those parts and supplies specifically included in the base bid of this contract for which the Contractor shall purchase and not bill separately. Certain parts and supplies are available for purchase by the City at discounted prices through the use of bid prices received by the Commonwealth of Massachusetts. Batteries are among other parts and supplies are available. The City in consultation with the Contractor shall develop a list of parts to be purchased from the vendors that supply such parts and supplies. The Contractor shall management the ordering of such parts and supplies. The Contractor may submit other vendors of such parts and supplies for use on this contract for approval by the City provided such parts and supplies are equal or less in price than those from the state proposers' list and are equal in quality. Item 11 is provided in Schedule E for a bid for Parts Mark-Up. Please see the bid item description for information on how the lump sum figure to be inputted into Schedule E for Parts Mark-Up is calculated.

5.40 SUPPLIES PURCHASED SEPARATELY

The City shall bid separately the repair of tires and the purchase of batteries. The Contractor will purchase and dispose of motor oil and hydraulic fluids used for

preventive maintenance, minor and major repairs performed at the repair garage facility at the City Yard. The Contractor will store used fluids by type separately in either in their original containers or in containers designed for such purposes and clearly marked with identification of the contents. The Contractor shall comply with all state and federal regulations for storage of new and used motor oil and hydraulic fluid as well as any other fluids supplied and used by the contractor. The containers originally containing new motor oil and hydraulic fluid shall be utilized for the storage of used motor oil and hydraulic fluid and shall be clearly labeled as used motor oil or hydraulic fluid to ensure that such material is not reused as new.

5.41 STAFFING PROVISIONS

The Contractor shall have at least two (2) mechanics on duty in the Repair Garage at the City Yard at all times during the normal operating hours of the City Yard to conduct preventive maintenance and minor repair activities on all types of City owned vehicles and equipment. One of the two (2) mechanics on duty shall be designated a supervisor.

The Contractor shall have the responsibility for selecting personnel to perform the services to be provided hereunder. The Contractor's Field Service Supervisor shall have proven technical and managerial experience in the field of automotive, heavy and light truck and equipment maintenance, repair and fleet management. Nominee(s) for Fleet Service Supervisor shall be presented to the City for specific approval.

The Contractor shall have available a sufficient number of personnel, properly trained in repair and maintenance of all types of City vehicles and equipment, for regularly scheduled work, absences, and emergencies.

All repairmen are to be certified by the National Institute for Automotive Service Excellence for automotive and light/medium/heavy truck preventive maintenance and repair or other mutually acceptable training or certification program.

All repairmen assigned to the work under this contract performed at the City Yard facility shall have a combined total of 10 years' experience in the repair of motor vehicles and motorized equipment, with at least one repairman having a minimum of 5 years' experience in maintenance and repair of motor vehicles and motorized equipment and at least two repairmen having 2 years' experience each in repair of medium duty trucks.

All repairmen must have experience with all types of snow fighting equipment such as plows and salt spreaders.

The Contractor shall have sole responsibility for determining and providing benefits for Contractor employees.

5.42 PREVENTIVE MAINTENANCE and REGULAR SERVICE MINIMUM REQUIREMENTS

A preventative maintenance (PM) program shall be established for all vehicles and equipment that are the responsibility of the Contractor. The PM program shall be designed in accordance with recognized good fleet management practices and shall meet the terms and conditions necessary to comply with the original equipment manufacturers (OEM) specifications, or stricter warranties and recommendations.

Although subject to change as required or suggested by the Contractor and approved by the City, the PM work generally will be as follows:

City Fleet - All

- A PM-A. Perform Items 1-13 every PM interval (every 5000 miles or 4 months, whichever comes first):
 - 1. Safety Checklist
 - a. Tires-record tread depth of all tires - a minimum of 3/32" tread depth shall be maintained
 - b. Lights-exterior and interior lights and gauges
 - c. Windshield wipers
 - d. Fluid levels
 - e. Battery and charging system, also clean terminals and check cables
 - f. Heating/AC systems
 - g. Exhaust system and exhaust hangers and clamps
 - h. Steering and suspension
 - I. Frame cross members and body joints
 - j. Drive shaft/U-joints
 - k. Condition of engine, transmission, chassis and suspensions mounts
 - 2. Inspect critical components (hoses, belts, etc.), replace any worn or damaged components).
 - 3. Inspect vehicle appearance (look for body damage, rust, interior condition etc.).
 - 4. Engine oil and oil filter - change
 - 5. Lubricate chassis, hinges, locks, etc.
 - 6. Emission controls - service.

7. Brake Inspection

- a. Check for proper operation and initiate repair of any deficiencies.

8. Cooling System (service if needed).

- a. Check condition of belts and hoses
- b. Check electrolytic condition of coolant.

9. Check and top off as necessary the level of fluids in auxiliary components such as pony motors and hydraulic tanks.

10. Starter/Charging system (check and repair or replace deficient components).

11. Inspect air cleaner element and replace, if needed.

12. Check operation of all gauges and ancillary equipment.

13. Check for fluid leaks at all components.

B. In addition to items required under PM-A, Perform Items 1-4 twice annually.

1. Tires- rotate and balance

2. Front wheel bearings - service

3. Brake operations

- a. Measure and record thickness of pads, shoes, drums and discs
- b. Check all components for proper operation

4. Lubricate all door gaskets.

C. PM- B Perform on an annual basis the following:

Inspect and test vehicles and power operated equipment on an annual basis in accordance with Federal and State laws. Inspections and test shall be performed by the Contractor in the Maintenance Facility(s) by properly authorized and trained mechanic(s).

Perform other statutory inspections and tests that may be required by Federal and State laws. The cost of the inspection shall be reimbursed by the City, however no additional charges for time spent in obtaining the

inspection will be paid.

Electronically analyze engine performance and issue report.

Change all filters.

D. PM Requirements by Vehicle Classification

Class A – PM A & B

Class B – PM A & B

Class C – PM A & B

Class D – PM B

Class E – PM B as applicable, Repack Wheel Bearings Annually

Class F – PM A & B

Class G – Inspect weekly, clean filters as needed, perform maintenance in accordance with manufacturers' recommendations.

Class H – Perform seasonal tune-up as appropriate, winterize (summarize) equipment when it is anticipated the equipment will not be utilized for two or more months.

E. Routinely Perform Items 1-18 on an as needed basis.

1. Perform repairs as required, road test and correct deficiencies.

2. Perform tire pressure and condition check.

3. Check fluid levels and add fluid as necessary.

4. Replace bulbs and fuses

5. Replace windshield wipers.

6. Defrost locks and removal of keys.

7. Starting Vehicle

8. Register vehicles (city is not charged registry fees) and coordinate with city insurance agent.

9. Add air to tires.

10. Add dry gas or fuel additive

11. Unlocking air brakes.

12. Tightening of loose nuts, bolts, screws and other fasteners.

13. Attachment of plows and sanders.
14. Miscellaneous small and minor repairs.
15. Maintain hourly equipment in compliance with the OEM specifications or as necessary
16. Create and maintain a database to record repairs and current inventory of municipal vehicles and equipment
17. Maintain vehicle and equipment manufacturer warranty logs.
18. Road test and check for vibrations and other unusual operating characteristics and conditions.

F. Perform Items 1- 4. In accordance with manufacturer's recommendations

1. Change transmission fluid and filter.
2. Change coolant.
3. Change brake fluid.
4. Change rear-end, front end and transfer case fluids
5. Change hydraulic fluids in power take off systems.

G. Lifetime

1. Typical lifetime PM schedule would be as follows.

PM	Mileage
A	5,000
A	10,000
B	15,000
A	20,000
A	25,000
B	30,000
A	35,000
A	40,000
B	45,000
A	50,000
A	55,000
B	60,000

A	65,000
A	70,000
B	75,000
A	80,000
A	85,000
B	90,000
A	95,000
A	100,000

5.43 FLEET ASSESSMENT

Within six (6) months after the starting date of the Agreement, the Contractor shall perform a PM on every piece of equipment in the fleet and correct or identify any deficient vehicles. Deficient vehicles are those identified as not meeting the fleet standard. Additionally, a fleet assessment shall be performed on an annual basis to provide the City of Chelsea with data regarding the projected cost to maintain and repair each vehicle for the following year.

5.44 MINOR REPAIRS

The Contractor shall provide a Quick Fix function for minor repairs of less than a one-hour duration when the vehicle operator chooses to wait for the service. No labor charges will be paid for any of the items classified as minor repair. Labor charges for these items are included in the stated preventative maintenance amounts bid for each class of vehicle. Vehicles repaired under Quick Fix are to be moved to top priority. Minor repairs or quick fixes will include the following as a minimum:

Minor repairs that generally take less than one (1) hour to complete and do not require the purchase of replacement parts from a dealer or aftermarket supplier except that purchase and installation of the following items shall be considered minor repairs:

- Bulbs, fuses, fusible links
- Water pump, alternator, power steering, air pump, air conditioning, auxiliary, and serpentine, belts
- Radiator caps, power steering reservoir caps, gas tank filler neck caps,, oil filler caps, windshield washer caps, and brake fluid reservoir caps
- Door handles, window cranks and other easily replaced control handles, levers and knobs
- Brake cylinder bleeders and caps
- Radiator and heater hose, vacuum hose, air hose, fuel hose, thermostat replacements including replacement and tightening of clamps as necessary
- Windshield wipers arms and blades
- Air filters, PCV filters, gas filters, fuel filters, transmission filters, and carbon canister filters
- Replacing brake and clutch pedal pads
- Replacing glass portion of side mirrors

- Dismount and mount tires at shop.
- Checking of fluids including oil, coolant, power steering and brake fluids of vehicles and equipment at the City Yard upon request to do so and adding fluids as necessary
- Replacement of batteries and cables, charging batteries in and out of vehicles and equipment
- Starting vehicles located at the city yard that fail to start by 'jumping' of dead batteries, with starting fluid, or whatever means possible or whichever is necessary and appropriate
- Checking any operational deficiency when so requested
- Chassis lubrication including installation of grease fittings where plugs exist
- Lubrication of locks and hinges
- Defrosting of locks and removal of broken keys from locks where disassembly of locking mechanism is not required
- Changing fluids and filters according to preventive maintenance schedule
- Installation and/or tightening of muffler and tailpipe clamps and hangers when no replacement of muffler, exhaust pipe or tailpipe occurs
- Tightening of loose nuts, bolts, screws and other fasteners that have become loose for any reason
- Adding fuel additives such as dry gas or utilizing fuel system cleaners
- Activities related to placing a seasonal used vehicle or piece of equipment in service or out of service including fluid changes, addition of fuel stabilizer and use of fogging sprays
- Any repair that does not necessitate the purchase of any parts or can be performed with tie wire, electrical tape, duct tape, plastic wire ties or similar non-specific supplies
- Adding air to the tire of any vehicle or piece of equipment or adding air to the brake system of any vehicle equipped with air brakes in order to unlock the brakes.
- Cleaning any vehicle or component thereof for the purpose of diagnosing or repairing a deficiency
- Installation of mud flaps
- Preparation of vehicles with current inspection stickers for Commonwealth of Massachusetts Safety and Emissions Inspection including but not limited to headlight alignment.

5.45 RE-REPAIR

The Contractor shall track and identify multiple repairs for the same deficiency on the same vehicle or equipment (re-repairs) and shall not include in the monthly statement costs for re-repairs occurring before the scheduled time after the original repair.

The schedule for re-repair shall be:

- a. Engine overhaul – 1 year/12,000 miles
- b. Brake overhaul – 6 months/6,000 miles
- c. Tune-up – 6 months/6,000 miles
- d. General Repair – 6 months/6,000 miles
- e. Other – 6 months/6,000 miles

5.46 TELEPHONE EQUIPMENT REQUIRED

The Contractor shall pay for the installation and use charges of a telephone line at the City Yard repair garage facility for both the Contractor's use and for use in transmitting voice and data communications between the Contractor's representatives and the City of Chelsea. The Contractor shall install and maintain telephone and fax equipment at the City Yard repair garage facility. If the Contractor is conducting major repairs at a location not at the City Yard, the Contractor shall have telephone and fax capability at the remote location as well.

5.47 SECURITY

The Contractor may change the locks on any or all the maintenance facilities and equipment leased for the duration of the contract. Upon request, the Contractor shall provide duplicate keys to the Director of Public Works. The Contractor shall maintain an alarm system for any portion of the repair garage facility at the City Yard occupied by the Contractor. The Contractor shall be solely responsible for any losses of or damage to any equipment, parts and tools supplied and/or owned by the Contractor located at the City Yard repair garage facility.

5.48 SUPPLIES PROVIDED BY CITY

All fixed equipment added during the term of the contract, and approved by the City prior to acquisition, will become the property of the City. The cost of special equipment shall not be included in the base cost and will be billed to the City with the monthly invoice. The City may establish an amortization schedule for major equipment purchases whereby the Contractor will invoice only the scheduled amount monthly, if mutually agreed to by the Contractor.

The physical facility will be maintained by the City, including repairs, maintenance and/or renovations with the Contractor being responsible for informing the City of degraded conditions. Any further repairs necessary except those caused by negligence on the part of the Contractor that shall be the responsibility of the Contractor to repair. The City will supply gas, water and electricity. The Contractor shall maintain and repair equipment used by the Contractor during vehicle maintenance such as compressors, lifts, etc. Facility repair work is not included in the base cost. The Contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies for his/her portion of the facility. The above mentioned routine facility maintenance costs shall be included in the base cost.

The City will supply the following at the City Yard repair garage facility:

- Compressed air in sufficient volume and pressure to conduct normal preventive maintenance, minor and major repair activities
- Lighting of sufficient brightness to conduct normal preventive maintenance, minor and major repair activities
- A common bathroom area in the adjacent City Yard building
- Electricity, a 200 Amp 3-phase, 120/208 Volt Sub-panel
- Heat
- Water
- Overhead grease rack
- All repairs to the building due to damage not caused by the Contractor
- 2 (Two) Automotive lifts of 9000# capacity

5.49 PARKING

The Contractor shall limit the occupancy of parking spaces by himself and employees to four parking spaces at the City Yard

5.50 SNOW FIGHTING EQUIPMENT AND PARTS

The Contractor shall also perform maintenance and repair of the City's snowplows and sanders as part of this contract including cutting edge replacement. In addition to the stock listed above the Contractor shall also keep in stock at all times from October 15 through May 15 at least two (2) each of the following: cutting edges of each type and size, hydraulic rams suitable for use on the light duty plow trucks, telltales, plow pins and chain of sufficient weight and length for use as plow lift chain. The Contractor will assist with the attachment of plows and sanders to the DPW vehicles at no additional cost beyond base bid for a particular class of vehicle (Bid Items 1-8).

5.51 RECORD KEEPING AND REPORTING REQUIREMENTS

1. The Contractor shall provide the City's authorized representatives access at all reasonable times to all electronic and hard data, books, records, correspondence, instruction, plans, drawings, receipts, vouchers and memoranda, of every description, and any other information relevant to verifying costs of work, upon prior notice to the Contractor.
2. The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication and service charts, and other such information needed to properly service and repair the City's vehicles and equipment.
3. A hard copy history folder shall be maintained on site by the Contractor for each vehicle and piece of equipment covered by the contract. This folder shall be labeled with vehicle or equipment designation number, make, model, year, and serial number shall contain, in chronological order, copies of all Repair Work Authorizations generated,

preventive maintenance log, along with copies of billing invoice information including labor and parts for all repair work performed on the vehicle or piece of equipment.

4. The Contractor shall submit a service report with each billing invoice to the DPW office that reflects all work accomplished on each and every individual unit worked on during a specific repair or preventive maintenance task. A copy of the required repair work authorization must be attached. Payment will not be made for any work for which a service report is not submitted. The service report shall include the following minimum reports.

- Number of work orders processed
- A status report on any vehicle out of service for more than five (5) consecutive days
- Copies of repair invoices with detailed cost figures for every vehicle repaired during the billing period

5. The Contractor shall install, implement and maintain an electronic record keeping information system for reporting purposes for all services rendered and to monitor and control the parts inventory of City provided parts, supplies and equipment. The Contractor's Fleet Management Information System (FMIS) shall be a multi-user, real time system capable of integrating all information pertaining to inventory, maintenance, repair, personnel, asset management and other data elements to be determined by the Contractor in conjunction with the City. The Contractor must, at the discretion of the City, allow the City of Chelsea on-line access to the data contained in the FMIS. The Proposers must describe the ongoing MIS and IT support that will occur throughout the term of the contract. The FMIS shall be capable of generating a complete inventory by part number and average part cost, a usage rate history for each part normally stocked, and a listing of parts on order or to be ordered. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment.

Proposers must include in their proposal to the City a complete description of the Contractor's FMIS, including sample reports, hardware requirements, staffing plan to input and maintain FMIS data, corporate MIS and IT support programs and personnel, training and orientation programs, as well as system configuration. The City may request a demonstration of the Contractor's FMIS prior to awarding a contract, as a precondition of such award.

6. The Contractor shall maintain the electronic record keeping and reporting system on an up to date basis insuring that all required information is entered on a daily basis. The Contractor shall make all required reports available to the City on both written and electronic media formats.

7. Preventive maintenance service history records must be kept for each individual vehicle and piece of equipment by the Contractor. The Contractor shall furnish to the City upon request, a copy of each service history record. Consistent with preventive

maintenance and repair practices, the following basic records must be kept by the Contractor:

Master Vehicle and Equipment Record. A master ledger listing all vehicle and equipment identification number, make, model, type, year, serial number, color, registration number, number of passengers, bulb sizes and types, belt sizes and types, auxiliary equipment, electrical system configuration, engine type and serial number, transmission type and serial number, rear axle type and serial number, four wheel drive component identification, fluid types and capacities, filter types and numbers, tire size and thread depth, brake type and lining thickness, service intervals and dates, type of preventive maintenance or repair performed and signature(s) of repair personnel performing the work.

Preventative Maintenance Record. A log for each preventative maintenance call with date, tasks performed and signature(s) of the maintenance personnel performing the work.

Preventative Maintenance Problem Record. A record of problems or potential problems identified, corrective action taken and follow up inspection, including dates and signatures of personnel performing the work. Any wear and tear items that appear to be coming to the end of their useful life are to be noted here in writing. Any other deficiencies or problems found are also to be noted in writing when Preventive Maintenance is being performed.

Repair Record. A complete record for each call; problem notification details, prevailing conditions, work performed, parts replaced or repaired, time and condition on departure and signatures of the responsible repair person and supervisor.

Weekly Reports. The Contractor shall generate a weekly report for delivery to the City's designated contract monitor before noon on Monday of the week following. The weekly report may be in whatever format is deemed acceptable to both the City and the Contractor, but shall contain the following item descriptions from the previous week's activity:

- A listing of vehicles not delivered for scheduled PM. The listing shall vehicle number and department
- Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
- Repair Activity
- A status report on those units which have, by Friday's close of business, been out of service for more than five days
- Numbers of work orders processed
- Summary of work orders with detailed cost figures for each vehicle repaired

Monthly Reports

The Contractor shall provide a consolidated monthly report to the City's designated contract monitor on or before the 10th calendar day of the month following the reporting period. This report may be in whatever format is deemed acceptable to both the City and the contractor, but shall at a minimum, include the following information:

- Number of work orders
- Numbers of service calls
- Number of PM's scheduled and completed
- Downtime by category and in total
- Cumulative records of sub-contracted work
- Total labor hours expended on work orders
- Problem/accident summary

Annual Reports

The annual report shall contain annual summary information on each vehicle and piece of equipment, and shall be in a format to be agreed upon by the City and the contract.

5.52 DIRECTED WORK

The City or its designee may direct the Contractor to perform additional tasks under this contract. The Contractor shall perform such assignments in accordance with an agreed to, schedule and level of effort. Cost of such assignments shall be at the same as otherwise provided in this contract for normal and overtime working hours.

5.53 INVESTIGATIONS

The Contractor shall support the City with technical investigations related to the automotive fleet. Such investigations may support accidents, fire or other issues of a technical nature.

5.54 CLASSIFICATION OF VEHICLES

The City of Chelsea has classified vehicles and equipment into nine classes A-H

Class A – automobiles, light pick-up trucks, small SUVs & crossovers including hybrids

Class B – light trucks & SUVs including hybrids

Class C – medium trucks

Class D – 3 pieces of specialized equipment

Class E – non-motorized trailers

Class F – Front-End loader

Class G – Mad Vacs

Class H – Small hand operated powered equipment

5.55 PENALTIES

The City of Chelsea shall assess penalties in conjunction with schedule D for the contractor's failure to adhere to the contract requirements. Penalties shall be assessed on a monthly basis. Penalty amounts shall be deducted from monthly payments due the contractor.

Section 6 MEASUREMENT AND PAYMENT

6.1 REQUIREMENTS

1. The Contractor shall be compensated for work performed under the Preventive Maintenance Bid Item awarded and for repair work performed under each Repair Work Authorization based on the unit bid prices and the actual unit quantities of work performed as directed by the City. The Contractor shall not be compensated for any unauthorized work.
2. If the Contractor response time for the work exceeds the time outlined in these specifications, a penalty of one hundred dollars (\$100.00) per each instance shall be charged. If the Contractor response time exceeds the specified time limit, another Contractor may be employed by the City to repair the vehicle or piece of equipment at the expense of the original Contractor. The City shall deduct all such amounts from the Contractor's billing.
3. Payment for all aspects of the work will be made on a monthly basis. Monthly invoices for Preventive Maintenance and separate invoices detailing each major repair performed during the preceding month shall be billed to the Director of Public Works, Public Works Department, Room 310, Chelsea City Hall, 500 Broadway, Chelsea, MA 02150. The City of Chelsea will pay the Contractor once invoiced upon satisfactory completion work. Each invoice for repair work shall be based on time and materials. Labor costs will be reflected separately and will be billed accordance with the applicable contract hourly rates. Material used will be reflected on the invoice by quantity and unit costs including applicable mark-up. Each invoice shall have a complete breakdown of labor and materials. Labor charges will be paid at the hourly bid rate bid for all work performed during normal working hours. All labor charges will be based solely on the actual time expended to perform the required work. Labor rates shall be the same for work repaired at the City Yard repair garage or at any other of the Contractor's sites for work performed during normal working hours. Work by the Contractor performed outside of normal working hours to complete a repair or a preventive maintenance shall not be considered overtime premium work unless the work is specifically authorized in writing as overtime work by the Director. Overtime premium rates will be paid at the overtime premium rate bid for any overtime work authorized by the Director of Public Works. There will be no allowance for any payment of labor for redoing faulty work or for warranty work performed either during or outside of the normal working hours.
4. Materials prices: all materials shall be invoiced at the Contractor's cost plus applicable percentage markup. Copies of the Contractor's own purchase invoices reflecting actual cost shall be available to the City when requested.
5. Payment for Preventative Maintenance shall be made by the City once every month in an amount equal to the totaled annual unit prices bid for this work divided by twelve. $\{(\text{Bid Items \# 1 - 8}) / 12 \}$. However payment will be delayed if appropriate preventative maintenance reports are not received on time. Failure to supply appropriate preventative

maintenance reports within five (5) days of the end of each monthly period will result in a penalty of one hundred dollars (\$100.) per day for reports not received.

6. Quantities of installed materials under payment items shall be measured and agreed upon by the Contractor and the designee of the Director of Public Works at the end of each work day.

7. Payment for preventative maintenance of vehicles and equipment added or deleted during the term of the contract shall be made by calculating the ratio of the time in days from a dated request from the City of Chelsea for commencement of preventative maintenance on a particular vehicle or piece of equipment to the days remaining in the current contract term multiplied by the appropriate preventive maintenance and repair mobilization bid price in bid item. Each preventive maintenance activity shall be paid at the unit price applicable for both the vehicle or piece of equipment and the scheduled preventive maintenance.

8. The base cost BID shall include all costs of doing the work including personnel costs, overhead expenses, administrative costs, management fees and profit.

a. Personnel Expenses

- Direct salary cost of mechanics, supervisors, and clerical staff
- Labor Burden
- Payroll Taxes
- Required Payroll Insurances
- Benefits
- Payroll Administration

b. Overhead Expenses

- Overhead expenses will include such items as office supplies, uniforms, bonding costs, copying costs and insurance.

c. Administrative Costs and Management Fees

- The costs of administering and management of the contract including but not limited to reporting and billing requirements.

d. Profit

- The profit the Contractor shall make.

9. The base preventative maintenance cost shall be adjusted monthly to correspond to an increase or decrease in the number of units in each class.

6.2 BID ITEM DESCRIPTIONS

The following items and units are payable quantities under this contract:

Item 1 Preventive Maintenance and Repair at City Yard Class A Vehicles

Base bid per unit annually including mobilization for furnishing labor, equipment and materials for the preventive maintenance and major and minor repair of vehicles classified in schedule A as Class **A** vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.

Item 2 Preventive Maintenance and Repair at City Yard Class B Vehicles

Base bid per unit annually including mobilization for furnishing labor, equipment and materials for the preventive maintenance and major and minor repair of vehicles classified in schedule A as Class **B** vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.

Item 3 Preventive Maintenance and Repair at City Yard Class C Vehicles

Base bid per unit annually including mobilization for furnishing labor, equipment and materials for the preventive maintenance and major and minor repair of vehicles classified in schedule A as Class **C** vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.

Item 4 Preventive Maintenance and Repair at City Yard Class D Vehicles

Base bid per unit annually including mobilization for furnishing labor, equipment and materials for the preventive maintenance and major and minor repair of vehicles classified in schedule A as Class **D** vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.

Item 5 Preventive Maintenance and Repair at City Yard Class E Trailers

Base bid per unit annually including mobilization for furnishing labor, equipment and materials for the preventive maintenance and major and minor repair of vehicles classified in schedule A as Class **E** vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.

Item 6 Preventive Maintenance and Repair at City Yard Class F Equipment

Base bid per unit annually including mobilization for furnishing labor, equipment and materials for the preventive maintenance and major and minor repair of equipment classified in schedule A as Class **F** equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.

Item 7 Preventive Maintenance and Repair at City Yard Class G Equipment

Base bid per unit annually including mobilization for furnishing labor, equipment and materials for the preventive maintenance and major and minor repair of equipment classified in schedule A as Class **G** equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.

Item 8 Preventive Maintenance and Repair of Class H Small Powered Equipment

Base bid per unit annually including mobilization for furnishing labor, equipment and materials for the preventive maintenance and major and minor repair of vehicles classified in schedule A as Class **H** equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.

Item 9. Repair of Vehicles and Equipment

Furnishing labor and equipment for the repair of vehicles and equipment for the City of Chelsea. An hourly rate unit price item to be paid monthly for hours of repair work under this item performed by the Contractor and Subcontractor for eligible categories of work under this item performed, invoiced and approved for payment by the Director.

Item 10. Repair of Vehicles and Equipment on an Overtime Basis

Furnishing labor and equipment for the repair of vehicles and equipment for the City of Chelsea on an overtime basis. An hourly rate unit price item to be paid monthly for hours of repair work under this item performed by the Contractor and Subcontractor for eligible categories of work under this item performed, invoiced and approved for payment by the Director.

Item 11. Parts Markup

Markup for parts and materials supplied for the repair of vehicles and equipment in the City of Chelsea. Proposers shall indicate on the bid form in Schedule E, the percentage of Parts Markup that shall be applied to parts and materials purchased under this contract for which there will be invoiced under the services provided for repair of City owned vehicles and equipment covered by this bid. The City has placed a stated amount of Fifty-Thousand Dollars (\$50,000) for parts that is an approximation of the typical costs of parts utilized for repair of City owned vehicles and equipment during any one year of the contract. The stated amount is not a guaranteed amount to be spent for the purchase of parts for this bid. The stated amount is to be utilized by the City to compare the total monetary value of the contract from one proposer against another.

7.1 MINIMUM THRESHOLD REQUIREMENTS

The proposer must meet the following threshold requirements to place a proposal. If these threshold requirements are not met, the proposal may be rejected as non-responsive.

- Be engaged in the business of provision of Fleet Management, Preventative Maintenance and Repair of various types of motor vehicles and equipment for a minimum of three years.
- Have service and repair personnel involved in the Fleet Management, Preventative Maintenance and Repair of various types of motor vehicles and equipment.
- Submit all required forms fully executed.
- Not be otherwise prohibited by any federal, state or municipal agencies from performing the work requirements described herein required for the Fleet Management, Preventative Maintenance and Repair of various types of motor vehicles and equipment.

7.2 SUBMITTAL REQUIREMENTS

Interested proposers shall submit a proposal addressing the requirements described in this Request for Proposals for Fleet Management Preventative Maintenance and Repair of

City Owned Vehicles and Equipment no later than **9:00 a.m. on Thursday, September 29, 2016.**

Sealed submission 1 (Technical Proposal) clearly marked "Technical Proposal for Fleet Management Preventative Maintenance and Repair of City Owned Vehicles and Equipment":

The proposer must include the BIDDER INFORMATION FORM, signed by an individual authorized to bind the firm, partnership, joint venture etc., and containing at a minimum the following information:

- Affirm compliance with the Minimum Threshold Requirements;
- Acknowledge that it will execute, without exception, the City of Chelsea Contract for Services including the ‘Certificate of Non-Collusion’, ‘Tax Compliance Certification’, ‘Wage Theft Certification’ and the ‘Corporate Authority Statement’ should a contract agreement be offered;
- Confirm that all the insurance requirements, as described in the attached Contract for Services over \$10,000, Article IX (furnished for information purposes only), can be complied with should a contract agreement be offered;
- **Affirm that the volume of the firm's current workload will not adversely affect its ability to immediately initiate work in any of the above categories or categories previously listed;**
- Address participation of MBE’s and women in non-traditional roles including WBE’s.

1. MANAGEMENT CAPABILITY

Respondent must provide narrative describing the respondents’ ability to provide qualified fleet management and maintenance services for the City. Narrative should include, but not be limited to, qualifications and experience of corporate personnel with oversight or involvement with the success of the City’s fleet operation, cost estimates, and a description of experience.

2. PLAN OF SERVICES

Each proposal shall include a plan of services based upon the requirements in the specification. Specificity detailing whether the portions of the proposal where flexibility is allowed have been submitted meeting acceptable or preferred requirements. Hours of work, methods of record keeping and performance of PMs shall be detailed as to what level of service is to be provided.

3. BIDDERS QUALIFICATIONS

Each proposal such include a narrative detailing the bidder’s qualifications for performing the work in the scope of services in conjunction with management and control of the work requirements for Fleet Management, Preventative Maintenance and

Repair of City owned vehicles and equipment. The narrative shall describe such services provided for current and past customers with motor vehicle and equipment fleets similar to the City of Chelsea.

4. PERSONNEL LISTING

Each proposal shall include a listing of personnel to be utilized to manage the contract for the contractor and performing preventative maintenance and repair of City owned vehicles and equipment listing their name, address, driver's license identification number, certifications, additional licenses, skill set and length of employment history with the contractor. Personnel proposed for use on the contract with less than 2 years employment history with the contractor shall also have their past 2 employers and periods of employment listed.

5. RELEVANT EXPERIENCE

Each proposal shall include a listing of current and past clients including the client name, size and composition of motor vehicle and equipment fleet, the dates of contract with the client, and identification of services provided.

6. REFERENCES

Each proposal shall include a listing of professional references for the bidder.

Sealed submission 2 (Cost Proposal) clearly marked "Cost Proposal for Fleet Management Preventative Maintenance and Repair of City Owned Vehicles and Equipment":

The proposer must include the BIDDER INFORMATION FORM, signed by an individual authorized to bind the firm, partnership, joint venture etc., and containing at a minimum the following information:

During the period of the Contract, the Contractor will be reimbursed for all costs actually incurred as specified in the Contractor's proposal. The Contractor's total proposed cost for services and work rendered must be set out specifically in both writing and figures.

7.3 SELECTION CRITERIA

Based upon the responses received, the contract will be awarded the responsive, responsible responder offering the most advantageous proposal. The responder(s) submitting the response and price proposal considered to be most advantageous to the City will be notified of this status by the City, the City has no obligation to select the proposer offering the lowest rate(s).

7.4 INSTRUCTIONS AND OTHER INFORMATION

The City reserves the right to seek additional information from any and all bidders and to schedule interviews with the low bidders. Notwithstanding any other provisions of this RFP, the City reserves the right to waive any informalities not specifically required by law, to request that additional information be provided after the deadline for the receipt of proposals, to negotiate with some or all of the proposers, to conduct interviews with some or all proposers and to reject any and all proposals if the City determines in its sole discretion that it is in the best interest of the City to do so. The City also reserves the right to reconsider all proposals, and/or issue a new RFP.

7.5 SELECTION PROCESS

The City will make its selection based on its evaluation of all submitted material, reputation in the marketplace, reference checks, interviews and price. The City is under no obligation to accept the lowest price and does reserve the right to reject any or all responses if it deems that to be in the best interest of the City.

7.6 ADDITIONAL INFORMATION

Any questions or inquiries relating to any aspect of the Request for Proposals for Fleet Management Preventative Maintenance and Repair of City Owned Vehicles and Equipment/Proposal shall be submitted via email to Dylan Cook, Chief Procurement Officer, by close of business on September 26, 2016. Written responses shall only be provided to those firms who have formally requested the Request for Proposals for Fleet Management Preventative Maintenance and Repair of City Owned Vehicles and Equipment/Proposal through the City of Chelsea.

End of Section

EVALUATION CRITERIA	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
1. Firm's depth of experience as well as experience providing services of similar size and scope to municipalities	Firm has five or more years of experience handling similar size and scope fleet maintenance programs	Firm has three to five years of experience handling similar size and scope fleet maintenance programs	Firm has one to three years of experience handling similar size and scope fleet maintenance programs	Firm has less than one year of experience handling similar size and scope fleet maintenance programs
2. Description of the mechanical staff assigned to this project	Assigned staff has extensive experience repairing and maintaining cars with all appropriate licenses and certifications	Assigned staff has very good experience repairing and maintaining cars with some appropriate licenses and certifications	Assigned staff has adequate experience in repairing and maintaining cars with no appropriate licenses and certifications	No experience, or insufficient information provided
3. Description of the management staff assigned to this project	Assigned staff has extensive experience managing complex repair shop operations with an understanding of general government management practices	Assigned staff has very good experience managing complex repair shop operations with an understanding of general government management practices	Assigned staff has adequate experience in managing complex repair shop operations with an understanding of general government management practices	No experience, or insufficient information provided
4. Description of approach to proposed work	Shows well developed understanding of proposed work and requirements of the contract	Shows good understanding of proposed work and requirements of the contract	Appears to show fair understanding of proposed work and requirements of the contract	Does not appear to show understanding of project goals.
5. Quality and completeness of submission	Demonstrates a high standard of quality and completeness	Demonstrates good standard of quality and completeness	Demonstrates fair standard of quality and completeness	Demonstrates poor quality and completeness

Responder Information Form
FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF
CITY OWNED VEHICLES AND EQUIPMENT
(To be first page of Response)

Name of Company:

Address:

Telephone #:

Fax #:

Email Contact:

Is the Company a:

Corporation ____

Partnership ____

Sole Proprietorship ____

Publicly Held ____

Privately Held ____

Names and address of the Principals, Owners, Directors, Officers:

Price Proposal Forms (to be submitted in separate sealed envelope)
**FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF
CITY OWNED VEHICLES AND EQUIPMENT**

Company Name: _____

The undersigned acknowledges receipt of addenda numbered:

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

Bid Form Year One of Contract

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 1.	47 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class A vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Item 2.	36 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class B vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Sub-Total Page One:				<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 3.	11 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class C vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Item 4.	4 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class D vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
			Sub-Total Page Two:	<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 5.	9 Each	<p><u>Preventive Maintenance and Repair at City Yard</u></p> <p>Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class E trailers for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.</p> <hr/> <p>per each (words)</p>	<hr/> <p>(figures)</p>	<hr/> <p>(figures)</p>
Item 6.	1 Each	<p><u>Preventive Maintenance and Repair at City Yard</u></p> <p>Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of equipment classified in schedule A as Class F equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.</p> <hr/> <p>per each (words)</p>	<hr/> <p>(figures)</p>	<hr/> <p>(figures)</p>
			Sub-Total Page Three:	<hr/> <p>(figures)</p>

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 7.	3 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of equipment classified in schedule A as Class G equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Item 8.	48 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of equipment classified in schedule A as Class H equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
			Sub-Total Page Four:	<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 9.	1,000 Hours	<u>Repair of Vehicles and Equipment</u> Furnishing labor and equipment for the repair of vehicles and equipment for the City of Chelsea. An hourly rate unit price item to be paid monthly for hours of repair work under this item performed by the contractor and subcontractor for eligible categories of work under this item performed, invoiced and approved for payment by the Director.		
		<hr/> per hour (words)	<hr/> (figures)	<hr/> (figures)
Item 10.	200 Hours	<u>Repair of Vehicles and Equipment on an Overtime Basis</u> Furnishing labor and equipment for the repair of vehicles and equipment for the City of Chelsea on an overtime basis. An hourly rate unit price item to be paid monthly for hours of repair work under this item performed by the contractor and subcontractor for eligible categories of work under this item performed, invoiced and approved for payment by the Director.		
		<hr/> per hour (words)	<hr/> (figures)	<hr/> (figures)
			Sub-Total Page Five:	<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 11.	%	<u>Parts Mark Up</u> Mark up of parts and materials supplied for the repair and preventive maintenance of vehicles and equipment in the City of Chelsea. $\text{x (50,000) + 50,000 =}$ _____ <small>percentage (words) (stated amount) (written amount)</small>	_____ <small>(figures)</small>	_____ <small>(figures)</small>
Sub-Total Page Six:				
_____ <small>(figures)</small>				

Company: _____ Name: _____ Signature: _____	Sub-Total Page One: _____ <small>(figures)</small> Sub-Total Page Two: _____ <small>(figures)</small> Sub-Total Page Three: _____ <small>(figures)</small> Sub-Total Page Four: _____ <small>(figures)</small> Sub-Total Page Five: _____ <small>(figures)</small> Sub-Total Page Six: _____ <small>(figures)</small>
YEAR ONE TOTAL BID PRICE: _____ <small>(words)</small>	Total Bid: _____ <small>(figures)</small>

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

Bid Form Year Two of Contract

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 1.	47 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class A vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Item 2.	36 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class B vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Sub-Total Page One:				<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 3.	11 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class C vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Item 4.	4 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class D vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
			Sub-Total Page Two:	<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 5.	9 Each	<p><u>Preventive Maintenance and Repair at City Yard</u></p> <p>Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class E trailers for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.</p> <hr/> <p>per each (words)</p>	<hr/> <p>(figures)</p>	<hr/> <p>(figures)</p>
Item 6.	1 Each	<p><u>Preventive Maintenance and Repair at City Yard</u></p> <p>Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of equipment classified in schedule A as Class F equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.</p> <hr/> <p>per each (words)</p>	<hr/> <p>(figures)</p>	<hr/> <p>(figures)</p>
			Sub-Total Page Three:	<hr/> <p>(figures)</p>

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 7.	3 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of equipment classified in schedule A as Class G equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Item 8.	48 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of equipment classified in schedule A as Class H equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
			Sub-Total Page Four:	<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 9.	1,000 Hours	<u>Repair of Vehicles and Equipment</u> Furnishing labor and equipment for the repair of vehicles and equipment for the City of Chelsea. An hourly rate unit price item to be paid monthly for hours of repair work under this item performed by the contractor and subcontractor for eligible categories of work under this item performed, invoiced and approved for payment by the Director.		
		<hr/> per hour (words)	<hr/> (figures)	<hr/> (figures)
Item 10.	200 Hours	<u>Repair of Vehicles and Equipment on an Overtime Basis</u> Furnishing labor and equipment for the repair of vehicles and equipment for the City of Chelsea on an overtime basis. An hourly rate unit price item to be paid monthly for hours of repair work under this item performed by the contractor and subcontractor for eligible categories of work under this item performed, invoiced and approved for payment by the Director.		
		<hr/> per hour (words)	<hr/> (figures)	<hr/> (figures)
			Sub-Total Page Five:	<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 11.	%	<u>Parts Mark Up</u> Mark up of parts and materials supplied for the repair and preventive maintenance of vehicles and equipment in the City of Chelsea. $\text{x (50,000) + 50,000 =}$ _____ <small>percentage (words) (stated amount) (written amount)</small>	_____ <small>(figures)</small>	_____ <small>(figures)</small>
Sub-Total Page Six:				
_____ <small>(figures)</small>				

Company: _____ Name: _____ Signature: _____	Sub-Total Page One: _____ <small>(figures)</small> Sub-Total Page Two: _____ <small>(figures)</small> Sub-Total Page Three: _____ <small>(figures)</small> Sub-Total Page Four: _____ <small>(figures)</small> Sub-Total Page Five: _____ <small>(figures)</small> Sub-Total Page Six: _____ <small>(figures)</small>
YEAR TWO TOTAL BID PRICE: _____ <small>(words)</small>	Total Bid: _____ <small>(figures)</small>

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

Bid Form Year Three of Contract

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 1.	47 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class A vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Item 2.	36 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class B vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Sub-Total Page One:				<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 3.	11 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class C vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Item 4.	4 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class D vehicles for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
			Sub-Total Page Two:	<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 5.	9 Each	<p><u>Preventive Maintenance and Repair at City Yard</u></p> <p>Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of vehicles classified in schedule A as Class E trailers for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.</p> <hr/> <p>per each (words)</p>	<hr/> <p>(figures)</p>	<hr/> <p>(figures)</p>
Item 6.	1 Each	<p><u>Preventive Maintenance and Repair at City Yard</u></p> <p>Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of equipment classified in schedule A as Class F equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.</p> <hr/> <p>per each (words)</p>	<hr/> <p>(figures)</p>	<hr/> <p>(figures)</p>
			Sub-Total Page Three:	<hr/> <p>(figures)</p>

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 7.	3 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of equipment classified in schedule A as Class G equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
Item 8.	48 Each	<u>Preventive Maintenance and Repair at City Yard</u> Base bid per unit annually mobilization item for furnishing labor, equipment and materials for the preventive maintenance and and minor repair of equipment classified in schedule A as Class H equipment for the City of Chelsea on a scheduled basis at the City Yard utilizing three (3) bays of the City Yard repair garage facility according to specification. A unit item per each to be paid in twelve monthly installments equal to the base bid divided evenly by twelve.		
		<hr/> per each (words)	<hr/> (figures)	<hr/> (figures)
			Sub-Total Page Four:	<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 9.	1,000 Hours	<u>Repair of Vehicles and Equipment</u> Furnishing labor and equipment for the repair of vehicles and equipment for the City of Chelsea. An hourly rate unit price item to be paid monthly for hours of repair work under this item performed by the contractor and subcontractor for eligible categories of work under this item performed, invoiced and approved for payment by the Director.		
		<hr/> per hour (words)	<hr/> (figures)	<hr/> (figures)
Item 10.	200 Hours	<u>Repair of Vehicles and Equipment on an Overtime Basis</u> Furnishing labor and equipment for the repair of vehicles and equipment for the City of Chelsea on an overtime basis. An hourly rate unit price item to be paid monthly for hours of repair work under this item performed by the contractor and subcontractor for eligible categories of work under this item performed, invoiced and approved for payment by the Director.		
		<hr/> per hour (words)	<hr/> (figures)	<hr/> (figures)
			Sub-Total Page Five:	<hr/> (figures)

Fleet Management, Preventative Maintenance and Repair of City Owned Vehicles and Equipment

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>	<u>Extension</u>
Item 11.	%	<u>Parts Mark Up</u> Mark up of parts and materials supplied for the repair and preventive maintenance of vehicles and equipment in the City of Chelsea. $\text{percentage} \quad (\text{words}) \quad \text{x (50,000) + 50,000 =}$ <small>percentage (words) (stated amount) (written amount)</small>	 _____ <small>(figures)</small>	 _____ <small>(figures)</small>
			Sub-Total Page Six: _____ <small>(figures)</small>	

Company: _____ Name: _____ Signature: _____	Sub-Total Page One: _____ <small>(figures)</small> Sub-Total Page Two: _____ <small>(figures)</small> Sub-Total Page Three: _____ <small>(figures)</small> Sub-Total Page Four: _____ <small>(figures)</small> Sub-Total Page Five: _____ <small>(figures)</small> Sub-Total Page Six: _____ <small>(figures)</small>
YEAR THREE TOTAL BID PRICE: _____ <small>(words)</small>	
Total Bid: _____ <small>(figures)</small>	

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this 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

Date

Name (Please Print)

Title

Company

Address

Contact Number

CITY OF CHELSEA
REQUIRED RESPONSE SUBMITTAL FORM
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that I have complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.

Signature

Social Security or Federal ID No.

Date

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

STATEMENT OF CORPORATE AUTHORITY

REQUIRED (IF CORPORATION) IF A CORPORATION, COMPLTE BELOW OR ATTACH TO EACH SIGNED COPYOF THE BID A NOTORIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTORIZED ABOVE.

At a duly authorized meeting of the Board of Directors of _____ held
on _____ Date _____ Name of Corporation

at which time all voted that _____
Name Officer

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such person _____ under seal of the Company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____
Clerk

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the _____
_____ and that _____ is

duly elected _____ of said Company, and that
the above vote has not been amended or rescinded and remains in
full force and effect as of the date of this contract.

(Clerk's Signature)

(CORPORATE SEAL)

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____
to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My Commission Expires:

CITY OF CHELSEA

REQUIRED BID SUBMITTAL FORM

WAGE THEFT CERTIFICATION

Pursuant to M.G.L. c. 149, M.G.L. c. 151, I certify under penalties of perjury that, neither this Company nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, the Fair Labor Standards Act or any other state or federal laws regulating the payment of wages within three (3) years prior to the date of the Contract.

Or I certify that this Company has provided copies of any and all of the above to the City prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the City within five (5) days of the Contractor's receipt.

Signature

Social Security or Federal ID No.

Date

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED

CITY OF CHELSEA
REQUIRED RESPONSE SUBMITTAL FORM

REFERENCE FORM

Responder: _____

Title of Project: **FLEET MANAGEMENT, PREVENTIVE MAINTENANCE AND REPAIRS OF CITY OWNED VEHICLES AND EQUIPMENT**

Responder must provide references for:

All contracts performed within the past five years of similar size and scope to this contract

- Reference: _____
- Address: _____
- Contact: _____
- Phone: _____
- Fax: _____
- Description and date(s) of services provided:

- Reference: _____
- Address: _____
- Contact: _____
- Phone: _____
- Fax: _____
- Description and date(s) of services provided:

- Reference: _____
- Address: _____
- Contact: _____
- Phone: _____
- Fax: _____
- Description and date(s) of services provided:

CONTRACT NO. _____

**CITY OF CHELSEA
CONTRACT FOR SERVICES
over \$10,000**

This agreement (the "Agreement") is made and entered into by and between the City of Chelsea (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and

[NAME]
[ADDRESS]
[ADDRESS 2]
(hereinafter the CONTRACTOR)

For mutual consideration the Parties hereby agree as follows:

ARTICLE 1. DEFINITION.

This CONTRACT as used herein shall consist of this Agreement, and the "contract documents" which include but are not limited to the following identified items and all documents, and forms submitted therewith, or attached hereby.

- ☐ Attachment A: Scope of Services, and/or other bid package materials
- ☐ Attachment B: Additional Contract Terms and Conditions
- ☐ Attachment C: Certificate of Non-Collusion, Tax Compliance
Certification, Statement of Corporate Authority
- ☐ Attachment D: Summaries of Laws Regarding State Ethics - Acknowledgment of
Receipt
- ☐ Addenda through #

ARTICLE II. AMOUNT AND TERM.

Pursuant to the terms and conditions stated in the Contract, this CITY agrees to pay an amount not to exceed \$_____, and the Contractor agrees to perform the services detailed in the Contract. The Contract shall commence on or about _____ (the "Commencing Date") unless earlier terminated pursuant to Article IV, Termination and shall terminate no later than _____, unless a written amendment to renew or extend this contract is executed in accordance with the provisions of this CONTRACT.

ARTICLE III. PERFORMANCE.

The Contractor agrees to provide all goods and/or services set forth in the Invitation for Bid/Request for Proposal Documents, Scope of Service, the Contractor's proposal for "_____" and/or as outlined in ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE IV. TERMINATION.

- i) Without Cause. The CITY may terminate this CONTRACT on sixty (60) calendar days' notice, or may suspend this CONTRACT for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the CITY, by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested,

regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR.

ii) For Cause. If the CONTRACTOR is determined by the CITY to be in default of any term or condition of CONTRACT, the CITY may terminate this contract on thirty (30) days' notice by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR. If the CITY is determined by the CONTRACTOR to be in default of any term or condition of this CONTRACT the CONTRACTOR may terminate this contract on thirty (30) days' notice by providing notice to the CITY, which shall be in writing and shall be deemed delivered and received when given in person to the CITY, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CITY.

iii) Default. Events of default under this CONTRACT shall include, but are not limited to the following: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure 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 with reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (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 or failure to comply with nondiscrimination provisions, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

ARTICLE V. REMEDIES OF THE CITY.

The City hereby retains all remedies in law and equity, including but not limited to, the right to deduct the cost of any substitute contract or performance for expenses, losses, and all damages and the right to withhold from payment, any amounts for expenses, losses, and damages from sums due, or which become due.

ARTICLE VI. REMEDIES OF THE CONTRACTOR.

If the Contractor, due to any act or omission for which the City is legally responsible, sustains damages, other than loss, non-conformance, or non-performance, the Contractor may request, within 30 days of the alleged act or omission from the City, a sum equal to the amount of such damages sustained by the Contractor, which amount may be determined by the City in writing, at the City's sole discretion, provided that the Contractor has provided to all signatories of this Agreement, a detailed, written statement of such damages and cause thereof within said 30 day period.

ARTICLE VII. ASSIGNABILITY.

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest, rights or obligations in this CONTRACT without the prior written consent of the City Manager. In the

event of such assignment the CITY reserves the right to deal with any assignee subcontractor or transferee directly and the CONTRACTOR agrees to remain bound by all terms and conditions of this CONTRACT in accordance with its original tenor and in no way shall the CONTRACTOR be relieved of its responsibilities and obligations under this CONTRACT. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

ARTICLE VIII. INDEMNIFICATION.

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect, at its sole discretion, to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.

The CONTRACTOR shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and CONTRACTOR shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY evidence of such insurance prior to the execution of this contract and before the same shall be binding on the parties thereto, except if specifically waived in Attachment B.

Prior to commencement of any work and until completion of its work under this CONTRACT, the CONTRACTOR shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:

1. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of \$1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.
2. CONTRACTOR'S Equipment Coverage (or a certification of self-insurance satisfactory to the CITY) must be provided on an "All Risks" basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the CONTRACTOR.
3. Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of \$1,000,000 general aggregate, and \$500,000 per occurrence.

All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies and certificates of insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

ARTICLE X. CORPORATE CONTRACTOR.

If CONTRACTOR is a corporation, CONTRACTOR shall endorse the Certificate of Corporate Authority for the CONTRACTORS' signatory (Exhibit C), or shall otherwise provide a form similar in nature and substance acceptable to the CITY at the City's sole discretion.

If CONTRACTOR is a non-profit corporation, CONTRACTOR shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This CONTRACT shall not be enforceable against the CITY unless and until the CONTRACTOR complies with this Article. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

ARTICLE XI. SUBJECT TO APPROPRIATION.

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.

In the event any portion of this Agreement is to be funded with alternate funding including but not limited to state, local, federal or private grant funding. In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of such state, local, federal or private grant.

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY. The CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The CONTRACTOR shall at all times, during or after termination of this CONTRACT, obtain the

prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

ARTICLE XIII. AUDIT, INSPECTION, RECORDKEEPING.

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CITY shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of their weekly payroll records to the awarding authority. Once collected, the awarding authority is also required to preserve those records for three years.

ARTICLE XV. CONFLICT OF INTEREST.

i) CITY. No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the CONTRACTOR shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

ii) CONTRACTOR. CONTRACTOR agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees further stipulate that in the performance of this CONTRACT, no person having any such interest shall be employed. Conflicts of Interest include but are not limited to (a) immediate family relationships with officials of the CITY, (b) instances where the CONTRACTOR, his/her/its agents, servants or employees during the period of this CONTRACT was connected as an officer, employee or member of the governing body of the CITY, and (c) instances where the CONTRACTOR has an interest in any CITY department, its agents, servants or employees or parcels of land within the CITY. Compliance with this section shall be material to the CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees must disclose any and all such interests in writing to the CITY.

ARTICLE XVI. PAYMENT.

The City agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth any invoice which has been approved by the City Manager or his authorized designee within thirty (30) days of receipt of such invoice at the Office of the City Auditor. Each invoice shall detail the work completed.

Subject to pending statutory appeal rights, the City hereby reserves the right and the CONTRACTOR hereby agrees that the City may deduct from the sum(s) otherwise payable under this CONTRACT any outstanding taxes, fines, fees and/or other municipal charges prior to disbursement to the CONTRACTOR.

ARTICLE XVII. CONFLICT.

In the event there is a conflict between these Articles any Attachment, these Articles shall supersede the Attachments.

ARTICLE XVIII. WAIVER AND AMENDMENT.

The provisions contained in this CONTRACT may be modified only by the express written consent of the Parties. Any amendments, must be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

The failure of any party to insist on the strict performance of any term, covenant or condition to this CONTRACT, at anytime, or in any one or more instances, or its failure to take advantage of any of its rights, or any course of conduct or dealing, shall not be construed as a waiver or a relinquishment of any such rights or conditions at any future time and shall, in no way act, as a waiver by any party of a breach of another party or have any affect on the continuance of or the full force and affect of any or all of the provisions of this Contract. The waiver of any provisions must be in writing and executed by all signatories to this Agreement prior to the force and effect of any such waiver.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

ARTICLE XIX. CERTIFICATION.

IN WITNESS WHEREOF, THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

- a. **TAXES.** PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.
- b. **DEBARMENT.** The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.
- c. **AMERICANS WITH DISABILITIES ACT.** The CONTRACTOR is aware of the Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE XX. FORUM AND CHOICE OF LAW

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth of Massachusetts, exclusive of its conflicts of law provisions. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. Each of the Parties hereto irrevocably consents to and waives any objection to the exercise of personal jurisdiction by the state and federal courts of the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.

ARTICLE XXI. TAXES

CONTRACTOR shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable pursuant to this Contract, which may be assessed against the CONTRACTOR or the CITY which are directly attributable to CONTRACTOR'S activities under this CONTRACT (the "Taxes"). CONTRACTOR shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.

ARTICLE XXII. NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when delivered in hand or deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described herein or when delivered by messenger or overnight mail service to the correct addressee. Unless otherwise specified, Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

All notices shall be sent to the persons and addresses listed below. CONTRACTOR and the CITY shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this CONTRACT any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

All Notices shall be forwarded to:

FOR THE CITY
Thomas G. Ambrosino, City Manager
500 Broadway
City Hall
Chelsea, MA 02150

With a Copy to:
Cheryl Watson Fisher
City Solicitor
Law Department, Room 307
500 Broadway
Chelsea, MA 02150

FOR THE CONTRACTOR:
[NAME]
[ADDRESS]

[ADDRESS 2]

ARTICLE XXIII. CONSIDERATION

The Parties mutually agree to enter into this CONTRACT for good and valuable consideration.

ARTICLE XXIV. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The CONTRACTOR represents and warrants (i) the CONTRACTOR has all requisite corporate power and authority to enter into this CONTRACT and to perform the obligations of the CONTRACTOR; (ii) that this CONTRACT has been duly and validly authorized, executed and delivered by the CONTRACTOR; (iii) the execution and delivery of this CONTRACT does not violate or conflict with any other agreement, license or obligation; (iv) the CONTRACTOR is duly organized, legal and validly existing and in good standing in the Commonwealth of Massachusetts; (v) that the CONTRACTOR is duly qualified and authorized to do business in the Commonwealth of Massachusetts; (vi) the CONTRACTOR is in compliance and is current with any payments under all federal, state and local tax laws; (vii) the CONTRACTOR will obtain any and all permits which may be necessary to perform the obligations of this CONTRACT; (viii) the CONTRACTOR will timely perform its obligations required by this CONTRACT.

ARTICLE XXV. THIRD PARTY BENEFICIARIES

This CONTRACT shall not be construed to create any third party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

ARTICLE XXVI. ENTIRE CONTRACT

This CONTRACT constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

ARTICLE XXVII. LIABILITY OF MUNICIPALITY

The CITY shall not be liable to CONTRACTOR for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless expressly specified herein.

ARTICLE XXVIII. HEADINGS

Heading used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this CONTRACT or any of its provisions.

ARTICLE XXIX. DAYS

Any reference to "days" in this CONTRACT, shall be deemed to mean business days (Monday through Friday, excluding generally recognized holidays) except where specific reference is made to calendar days.

ARTICLE XXX. SURVIVAL

The parties agree that the provisions of ARTICLE II – AMOUNT AND TERM; ARTICLE III – PERFORMANCE; ARTICLE V- REMEDIES OF THE CITY; ARTICLE VI- REMEDIES OF THE CONTRACTOR. ARTICLE VII – ASSIGNABILITY; ARTICLE VIII – INDEMNIFICATION; ARTICLE IX- WORKER’S COMPENSATION AND OTHER INSURANCE; ARTICLE XI-SUBJECT TO APPROPRIATION; ARTICLE XII – DOCUMENTS, MATERIALS, ETC; ARTICLE XIII – AUDIT, INSPECTION, RECORDKEEPING; ARTICLE XIV- WEEKLY PAYROLL RECORDS REPORT; ARTICLE XVI – PAYMENT; ARTICLE XVIII – WAIVER AND AMENDMENT; ARTICLE XIX –

CERTIFICATION; ARTICLE XX- FORUM AND CHOICE OF LAW; ARTICLE XXI – TAXES; ARTICLE XXIV- REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR; ARTICLE XXVII- LIABILITY OF THE MUNICIPALITY; ARTICLE XXX – SURVIVAL; and ARTICLE XXXI - SEVERABILITY shall survive the expiration or any earlier termination of this CONTRACT.

ARTICLE XXXI. SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable, the remaining terms shall not be affected and shall remain in full force and effect. The Agreement shall be interpreted as if the illegal, invalid or unenforceable provision had not been included in it and the invalid or unenforceable provision shall be stricken and shall be replaced by a mutually acceptable provision which being valid and enforceable comes closest to the intention of the parties with respect to the invalid or unenforceable provision.

ARTICLE XXXII. ADVICE AND COUNSEL

The CONTRACTOR hereby acknowledges and agrees that CONTRACTOR has read this Agreement in its entirety and that CONTRACTOR has had the opportunity to consult legal and financial advisors of their choosing regarding the execution, delivery and performance of their obligations, hereunder.

ARTICLE XXXIII. COUNTERPARTS

This CONTRACT may be executed in counterpart.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the parties have hereto and to three other identical instruments set forth their hands the day and year first above written.

THE CONTRACTOR

CITY MANAGER

Company Name

Thomas G. Ambrosino, City Manager

Status (Corporation/Non-corporate)

Signature & Title

Please Print Name & Title

Dylan Cook
Chief Procurement Officer

Date

Taxpayer Identification Number

APPROVED AS TO FORM:

Cheryl Watson Fisher
City Solicitor

Approved as to Contract Manager:

I CERTIFY THAT FUNDS HAVE BEEN
ENCUMBERED IN THE AMOUNT OF
\$_____ FOR THIS CONTRACT
Appropriation Number:

Department Head Name
Department Name
City of Chelsea

Edward M. Dunn
City Auditor

ATTACHMENT A

SCOPE OF SERVICES

INSTRUCTIONS FOR DEPARTMENT AND CONTRACTOR: Please attach for reference purposes a copy of all bid/proposal documents, including but not limited to (i) invitations/instructions for bidders (ii) invitation/instructions for proposers, (iii) general and specific conditions, and please provide a detailed description of all types of goods and/or services that will be provided pursuant to this CONTRACT, not otherwise provided in any bid/proposal instructions, specifications, conditions or other documents.

ATTACHMENT B

ADDITIONAL CONTRACT TERMS AND CONDITIONS

INSTRUCTIONS FOR DEPARTMENTS: Please specify any additions or modifications to the terms and conditions (not to conflict with the public procurement laws or City ordinances or regulations)

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

TAX COMPLIANCE CERTIFICATION

STATEMENT OF CORPORATE AUTHORITY

CERTIFICATE OF NON-COLLUSION
MANDATORY

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.

Dated: _____

Name of Company or Corporation

Authorized Official's Signature

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that I have complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.

Signature

Social Security or Federal ID No.

Date

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____

held on _____ at which time all voted that _____

of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its Corporate seal thereto, and such execution of any contract

of obligation in this Company's name on its behalf by such person _____ under seal of the Company, shall be valid and binding upon this Company.

A TRUE COPY,
ATTEST:

PLACE OF BUSINESS:

DATE OF THIS CONTRACT:

I hereby certify that I am Clerk of _____ and that

_____ is duly elected _____

of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk's Signature)

(CORPORATE SEAL)

ATTACHMENT D

City of Chelsea **Conflict of Interest Law** Compliance Statement and Requirements for Vendors

On July 1, 2009, the Legislature enacted Chapter 28 of the Acts of 2009 which made changes to Mass. General Laws c. 268A and c. 268B, the Massachusetts' Conflict of Interest Law. On November 9, 2009, the Chelsea City Council designated the Chelsea City Solicitor as the Municipal Liaison to the State Ethics Commission and responsible for the facilitation of Chelsea's obligation to comply with the changes in the law.

The City has a requirement for compliance, which is to make sure that all municipal elected officials, board and commission members, and employees **including vendors** are provided copies of the Summaries of the Ethics Laws.

Enclosed is a packet that should be copied and provide to each one of your employees who are assigned to work in Chelsea; including yourself. At the end of the summary is an acknowledgement of receipt of the summary. The acknowledgments must be submitted along with any purchase order or contract with the City of Chelsea. All documents pursuant to this new law will be kept on file in the City Clerk's Office

The Procurement Officer will contact you directly, if there is a determination that you or your staff should undergo the Conflict of Interest Online Training Program.

If you have any questions, feel free to contact the Chelsea City Solicitor at 617-466-4150 as soon as possible.

Summary of the Conflict of Interest Law for Municipal Employees

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, phone number, and address above. Municipal counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a municipal employee for conflict of interest law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or town and the employee is a "key employee" under the contract, meaning the town has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts.

II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

Municipal employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth \$50 or more. A number of smaller gifts together worth \$50 or more may also violate these sections.

Example of violation : A town administrator accepts reduced rental payments from developers.

Example of violation : A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions . There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission's website.

Example where there is no violation : A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

Example where there is no violation : A town treasurer attends a two-day annual school featuring multiple substantive seminars on issues relevant to treasurers. The annual school is paid for in part by banks that do business with town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before her in the six months before or after the annual school.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b)(2) and 26)

A municipal employee may not use her official position to get something worth \$50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use her official position to get something worth \$50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation : A full-time town employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation : A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of violation : A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19)

A municipal employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Example of violation : A school committee member's wife is a teacher in the town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of violation : A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example : A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation : An appointed member of the town zoning advisory committee, which will review and recommend changes to the town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth \$50 or more, or cause another person to do so.

Example of violation : A public works director directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))

A municipal employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone or that she can be improperly influenced. Section 23(b)(3) requires a municipal employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for a city or town. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

Example where there is no violation : A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b)(3).

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Municipal employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (See Section 23(b)(1))

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her municipal job.

Example : A police officer may not work as a paid private security guard in the town where he serves because the demands of his private employment would conflict with his duties as a police officer.

(b) Divided loyalties. Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited. Acting as agent or attorney for anyone other

than the city or town in a matter involving the city or town is also prohibited whether or not you are paid. (See Sec. 17)

Because cities and towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation : A full-time health agent submits a septic system plan that she has prepared for a private client to the town's board of health.

Example of violation : A planning board member represents a private client before the board of selectmen on a request that town meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for "special" municipal employees than for other municipal employees.

The status of "special" municipal employee has to be assigned to a municipal position by vote of the board of selectmen, city council, or similar body. A position is eligible to be designated as "special" if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as "special" and not the person or persons holding the position. Selectmen in towns of 10,000 or fewer are automatically "special"; selectman in larger towns cannot be "specials."

If a municipal position has been designated as "special," an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his own, provided that he has not officially participated in the

matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example : A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example : A member who sits as an alternate on the conservation commission is a special municipal employee. Under town by-laws, he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

(c) Inside track. Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the city or town has with someone else. This provision is intended to prevent municipal employees from having an "inside track" to further financial opportunities.

Example of violation : Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation : A selectman buys a surplus truck from the town DPW.

Example of violation : A full-time secretary for the board of health wants to have a second paid job working part-time for the town library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation : A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover serving as an unpaid volunteer in a second town position, housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation : A former school department employee works for a contractor under a contract that she helped to draft and oversee for the school department.

(b) One year cooling-off period. For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example : An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the town in connection with the company's work on the contract for one year after leaving the town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.

(c) Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

Example : While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at his architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example : A former town counsel joins a law firm as a partner. Because she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after her job with the town ended.

* * * * *

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, <http://www.mass.gov/ethics> contains further information about how the law applies in many situations. You can also contact the Commission's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

Version 5: Revised December 23, 2011

City of Chelsea
Conflict of Interest Law

Compliance Statement and Requirements for Vendors

ACKNOWLEDGMENT OF RECEIPT

I, _____,
(first and last name)

an employee at _____,
(name of vendor)

hereby acknowledge that I received a copy of the summary of the conflict of interest law for municipal employees, revised December 23, 2011, on

_____.
(date)

(signature)

The City has a requirement for compliance, which is to make sure that all **vendors** are provided copies of the Summary of the Conflict of Interest Law for Municipal Employees (including Vendors).

VENDORS should copy the Summary of the Conflict of Interest Law and provide it to each one of the employees who are assigned to work in Chelsea.

Each employee shall complete the “Acknowledgment of Receipt” and the Vendor shall return the acknowledgments-only (Vendor keeping the Summary for their records) to the Chelsea the Chelsea Procurement Office.

The “Acknowledgment of Receipt” must be submitted along with any purchase order or contract with the City of Chelsea

Class	Customer Unit Number	Bill Group	Vehicle Category	Year	Make	Model	Body type	VIN #	Description	Unit Price
PUBLIC WORKS										
B	CM1A	1	TRUCK	2001	FORD MOTOR C	EXPLORER	SPRTUTIL	1FMZU72E71ZQ43322	GAS LIGHT SPRTUTIL	
B	PW-03	1	TRUCK	2000	FORD MOTOR C	F250	PICKUP	1FTNF21L2YEA40104	GAS LIGHT PICKUP	
B	PW-07	1	TRUCK	2008	FORD MOTOR C	F550	DUMP	1FDAF57R68ED32801	SAG MEDIUM DUMP	
B	PW-09	1	TRUCK	2005	FORD MOTOR C	F450	DUMP	1FDXF47P15ED25849	SAG MEDIUM DUMP	
B	PW-17	1	TRUCK	2005	FORD MOTOR C	F450	DUMP	1FDXF47P85EB91924	SAG LIGHT DUMP	
B	PW-37	1	TRUCK	2011	FORD MOTOR C	F550	DUMP	1FDUF5HT1BEB25862	SAG MEDIUM DUMP	
B	PW-38	1	TRUCK	2011	FORD MOTOR C	F550	DUMP	1FDUF5HTXBEB53689	SAG MEDIUM DUMP	
B	PW-35	1	TRUCK	2008	FORD MOTOR C	F350	PICKUP	1FTWF31588EC61881	SAG LIGHT PICKUP	
B	PW-50	1	TRUCK	1999	FORD MOTOR C	F450	UTILITY	3FDXF46S1XMA17213	GAS LIGHT UTILITY	
B	PW-01	1	TRUCK	2007	FORD MOTOR C	EXPLORER	SPRTUTIL	1FMEU73E67UB70484	SAG LIGHT SPRTUTIL	
B	PW-51	1	TRUCK	2014	FORD MOTOR C	F150	PU	1FTMF1CM9EFC74516	GAS LIGHT PICK UP	
B	PW-53	1	TRUCK	2014	FORD MOTOR C	F150	TK VAN	NM0LS6E74E1161515	GAS SMALL VAN	
B	PW-54	1	TRUCK	2015	FORD MOTOR C	EXPLORER	TK SUV	1FM5K8D84FGA35389	GAS 4X4 SUV	
C	PW-13	1	TRUCK	2000	INTERNATIONA	4800	DUMP	1HTSEAA5YH274775	DIESEL MEDIUM DUMP	
C	PW-16	1	TRUCK	2000	INTERNATIONA	4800	DUMP	1HTSEAA7YH274776	DIESEL MEDIUM DUMP	
C	PW-19	1	TRUCK	2007	FORD MOTOR C	F550	PICKUP	1FDAF57P27EA69106	SAD MEDIUM PICKUP	
C	PW-23	1	TRUCK	2003	FORD MOTOR C	F650	OTHER	3FDNF65Y83MB00057	DIESEL MEDIUM OTHER	
C	PW-15	1	TRUCK	2004	FREIGHTLINER	FL70	DUMP	1FVABXAK64HN05401	DIESEL MEDIUM DUMP	
C	PW-43	1	TRUCK	2012	FORD MOTOR C	CUTVAN	OTHER	1FDWE3FL7CDA79593	GAS LIGHT BOX TRUCK	
C	PW-46	1	TRUCK	2015	FRHT	SD	DUMP	1FVDG5CY3FHFY1653	DIESEL MEDIUM DUMP	
C	PW-47	1	TRUCK	2015	FRHT	SD	DUMP	1FVDG5CY5FHFY1654	DIESEL MEDIUM DUMP	
C	PW-36	1	TRUCK	2008	FORD MOTOR C	F550	DUMP	1FDAF57R48ED32800	SAD MEDIUM DUMP	
D	PW-39	1	OTHER	2011	OTHER - MISC	TEREX	SKID	ASVSV070PWS00111	bob cat/skid	
D	PW-29	1	OTHER	2000	OTHER - MISC	SES	OTHER	3317	chipper	
D	PW-21	1	OTHER	2002	OTHER - MISC	SES	OTHER	MT5TD2065	trackless	
E	PW-30	1	TRAILER	2000	UTILITY TRAI	FLATBED	DUMP	193841	DUMP TRAILER /leaf vac	
E	PW-56	1	TRAILER	2002	OTHER - MISC	OTHER	OTHER	302ADS5633	sign board	
F	PW-44	1	TRUCK	2012	OTHER - MISC	LOADER	OTHER	NCF215510	SAD LIGHT OTHER	
G	PW-48	1	OTHER	2013	MADVAC	LR50	OTHER	5057	DIESEL SMALL ENGINE	
G	PW-49	1	OTHER	2013	MADVAC	LR52	OTHER	5058	DIESEL SMALL ENGINE	
E	PW-57	1	OTHER	2015	FALCO	UTILITY/TRAILER	ASPHALT BOX	1F9P21429FM339158	hot box	
							31			

POLICE

B	2B01	2	TRUCK	2015	CHEVY	TAHOE	4-DOOR	1GNSKBKC0FR621322	LIGHT 4-DOOR TRUCK
A	2B02	2	CAR	2015	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2H85FG183406	LIGHT 4-DOOR CAR
A	2B03	2	CAR	2008	FORD MOTOR C	TAURUS	4-DOOR	1FAHP24W48G142451	LIGHT 4-DOOR CAR
A	2B04	2	CAR	2007	FORD MOTOR C	TAURUS	4-DOOR	1FAFP53UX7A181801	LIGHT 4-DOOR CAR

A	2B05	2	CAR	2011	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2DW7BG149658	LIGHT 4-DOOR CAR
A	2B06	2	CAR	2009	FORD MOTOR C	TAURUS	4-DOOR	1FAHP23W79G109799	LIGHT 4-DOOR CAR
A	2B07	2	CAR	2007	FORD MOTOR C	CROWNVIC	4-DOOR	2FAFP71W67X117536	LIGHT 4-DOOR CAR
A	2B10	2	CAR	2014	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2H81EG107227	LIGHT 4-DOOR CAR
A	2B11	2	CAR	2008	FORD MOTOR C	TAURUS	4-DOOR	1FAHP24W68G142452	LIGHT 4-DOOR CAR
A	2B13	2	CAR	2014	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2H8XEG107226	LIGHT 4-DOOR CAR
A	2B14	2	CAR	2001	FORD MOTOR C	CROWNVIC	4-DOOR	2FAFP71W91X191623	LIGHT 4-DOOR CAR
A	2B15	2	CAR	2006	NISSAN	ALTIMA	4-DOOR	1N4AL11D96N307297	LIGHT 4-DOOR CAR
A	2B17	2	CAR	2012	FORD MOTOR C	FUSION	4-DOOR	3FADP0L3XCR445827	LIGHT 4-DOOR CAR
A	2B24	2	CAR	2013	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2M83DG148642	LIGHT 4-DOOR CAR
A	2B25	2	CAR	2010	FORD MOTOR C	CROWNVIC	4-DOOR	2FAFP7BV3AX136234	LIGHT 4-DOOR CAR
A	2B26	2	CAR	2014	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2MK8EG107260	LIGHT 4-DOOR CAR
A	2B28	2	CAR	2013	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2M89DG148645	LIGHT 4-DOOR CAR
A	2B30	2	CAR	2014	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2MK6EG107256	LIGHT 4-DOOR CAR
A	2B31	2	CAR	2009	DODGE	CHARGER	4-DOOR	2B3KA43TX9H519165	LIGHT 4-DOOR CAR
A	2B32	2	CAR	2005	FORD MOTOR C	CROWNVIC	4-DOOR	2FAFP71W35X176847	LIGHT 4-DOOR CAR
A	2B33	2	CAR	2013	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2M87DG148644	LIGHT 4-DOOR CAR
A	2B34	2	CAR	2009	DODGE	CHARGER	4-DOOR	2B3KA43T59H576518	LIGHT 4-DOOR CAR
A	2B35	2	CAR	2011	FORD MOTOR C	CROWNVIC	4-DOOR	2FABP7BV6BX106827	LIGHT 4-DOOR CAR
A	2B37	2	CAR	2014	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2MK1EG107259	LIGHT 4-DOOR CAR
A	2B38	2	CAR	2016	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR8GGB13123	LIGHT 4-DOOR CAR
A	2B45	2	CAR	2010	ACURA	TL	4-DOOR	19UUA9F55AA007237	LIGHT 4-DOOR CAR
A	2B49	2	CAR	2004	VW	GOLF	4-DOOR	9BWFL61J544039702	LIGHT 4-DOOR CAR
A	2B52	2	CAR	2012	FORD MOTOR C	TAURUS	4-DOOR	1FAHP2DW9CG111334	LIGHT 4-DOOR CAR
A	2B58	2	CAR	2007	FORD MOTOR C	CROWNVIC	4-DOOR	2FAFP71W67X104267	LIGHT 4-DOOR CAR
B	2B08	2	TRUCK	2015	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR1FGA28672	LIGHT 4-DOOR TRUCK
B	2B09	2	TRUCK	2015	FORD MOTOR C	F250	4-DOOR	1FTBF2B62FEB24934	LIGHT 4-DOOR TRUCK
B	2B12	2	TRUCK	2012	FORD MOTOR C	FUSION	4-DOOR	3FADP0L38CR445826	LIGHT 4-DOOR CAR
B	2B16	2	TRUCK	2006	DODGE	DURANGO	4-DOOR	1D8HB48N46F156876	LIGHT TRUCK
B	2B19	2	TRUCK	2013	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR3DGA88997	LIGHT 4-DOOR TRUCK
B	2B20	2	TRUCK	2013	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR1DGA88996	LIGHT 4-DOOR TRUCK
B	2B21	2	TRUCK	2016	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR4GGA08420	LIGHT 4-DOOR TRUCK
B	2B22	2	TRUCK	2014	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR5EGB54564	LIGHT 4-DOOR TRUCK
B	2B23	2	TRUCK	2016	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR6GCA08421	LIGHT 4-DOOR TRUCK
B	2B27	2	CAR	2016	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR5GGA08426	LIGHT 4-DOOR TRUCK
B	2B29	2	TRUCK	2015	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR3FGA28673	LIGHT 4-DOOR TRUCK
B	2B36	2	TRUCK	2011	FORD MOTOR C	F-150	PU	1FTRX18W31NB56037	LIGHT TRUCK
B	2B39	2	TRUCK	2009	FORD MOTOR C	EXPEDITION	4-DOOR	1FMFK16589LA09372	LIGHT 4-DOOR TRUCK
B	2B40	2	TRUCK	2009	FORD MOTOR C	EXPEDITION	4-DOOR	1FMFK165X9LA09373	LIGHT 4-DOOR TRUCK
B	2B41	2	TRUCK	2009	FORD MOTOR C	EXPLORER	4-DOOR	1FMEU73E89UA29645	LIGHT 4-DOOR TRUCK
B	2B42	2	TRUCK	2006	FORD MOTOR C	FREESTAR	VAN	2FTZA54646BA58796	LIGHT 4-DOOR TRUCK
B	2B43	2	TRUCK	2015	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8AR0FGA28680	LIGHT 4-DOOR TRUCK

B	2B44	2	TRUCK	2003	FORD MOTOR C	EXPLORER	4-DOOR	1FMZU73K93UB82954	LIGHT 4-DOOR TRUCK
B	2B46	2	TRUCK	2004	GMC	VAN	2-DOOR	1GTHG39UX1219585	LIGHT TRUCK
B	2B47	2	TRUCK	2003	FORD MOTOR C	EXPLORER	4-DOOR	1FMZU83K33UB32492	LIGHT 4-DOOR TRUCK
B	2B48	2	TRUCK	2012	DODGE	AVENGER	4-DOOR	1C3CDZAB1CN109939	LIGHT 4-DOOR TRUCK
B	2B54	2	TRUCK	2014	FORD MOTOR C	PI/EXPLORER	4-DOOR	1FM5K8ARXEGC08506	LIGHT 4-DOOR TRUCK
B	2B55	2	TRUCK	2014	FORD MOTOR C	FORD MOTOR C	4-DOOR	1FM5K8AR1EGC08507	LIGHT 4-DOOR TRUCK
B	2B56	2	TRUCK	2011	CHEVY	EQUINOX	4-DOOR	2CNFLEEC1B6278879	LIGHT 4-DOOR TRUCK
B	2B57	2	TRUCK	2016	FORD MOTOR C	VAN		1FBZX2ZM6KA01693	LIGHT TRUCK
C		2	TRUCK	1986	CHEVY	STEPVAN	VAN	1GBEP22M4G3300408	LIGHT TRUCK
							55	Total	

EMD

A	EMD	3	CAR	2003	FORD MOTOR C	CROWNVIC	4-DOOR	2FAFP71W63X107762	LIGHT 4-DOOR CAR
B	EMD	3	TRUCK	1989	FORD MOTOR C	F350	PICKUP	2FDF38M6KCB18030	SAG LIGHT PICKUP
B	EMD	3	TRUCK	2015	FORD MOTOR C	F250	CREW CAB	1FT7W2B61FEC82400	PICKUP
							3	Total	

SCHOOL

A	CS-01	5	CAR	2009	FORD MOTOR C	ESCAPE	4-DOOR	1FMCU49339KC41358	LIGHT 4-DOOR CAR
A	CS-02	5	CAR	2009	FORD MOTOR C	ESCAPE	4-DOOR	1FMCU49319KC41357	LIGHT 4-DOOR CAR
A	CS-03	5	CAR	2009	FORD MOTOR C	ESCAPE	4-DOOR	1FMCU493X9KC41356	LIGHT 4-DOOR CAR
B	CS-04	5	TRUCK	2016	FORD MOTOR C	TRANSIT VAN		1FTYR1CG0GKB26767	LIGHT TRUCK
B	CS-05	5	TRUCK	2012	FORD MOTOR C	E350	PASSVAN	1FMNE1BWOCDB01658	SAG LIGHT PASSVAN
B	CS-06	5	TRUCK	2008	FORD MOTOR C	E350	ECO-VAN	1FBSS31L38DA92758	SAG LIGHT PASSVAN
B	CS-07	5	TRUCK	2007	CHEVROLET	C1500	PICKUP	1GBJC34K07E577279	SAG LIGHT PICKUP
B	CS-08	5	TRUCK	2008	FORD MOTOR C	F250	PICKUP	1FTNF21508ED04924	SAG LIGHT PICKUP
B	CS-11	5	TRUCK	2008	CHEVROLET	G3380	HICUBE	1GBJG31K781101564	SAG LIGHT HICUBE
B	CS-17	5	TRUCK	2002	FORD MOTOR C	F250	PICKUP	1FTNF21L42EC96011	SAG LIGHT PICKUP
B	CS-18	5	TRUCK	2003	FORD MOTOR C	E350	PASSVAN	1FBNE31L93HB88450	SAG LIGHT PASSVAN
B	CS-20	5	TRUCK	2015	FORD MOTOR C	F250	PICKUP	1FTBF2B657EB14592	SAG LIGHT PICKUP
B	CS-21	5	TRUCK	2015	FORD MOTOR C	F150	TRACON	NM0LS7E72F1210170	GAS SMALL VAN
B	CS-22	5	TRUCK	2015	FORD MOTOR C	F150	TRACON	NM0LS7E72F1202823	GAS SMALL VAN
D	CS-09	5		1996	BOB CAT	Loader	BOB CAT	512727350	
							15	Total	

ISD

C	ISD-2	6	TRUCK	1974	GENERAL MOTO	C6D042	TANK	TCE614V589007	SAD LIGHT TANK
A	ISD-1	6	CAR	2012	FORD MOTOR C	FUSION	4-DOOR	3FADP0L3XCR399920	LIGHT 4-DOOR CAR
							2	Total	

PARKING ENFORCEMENT / CITY CLERK

A	Unit 1	7	CAR	2007	TOYOTA	PRIUS		JTDKB20U577689018	LIGHT 4-DOOR CAR
A	Unit 1	7	CAR	2009	TOYOTA	PRIUS		JTDKB20U197822764	LIGHT 4-DOOR CAR
A	Unit 1	7	CAR	2004	FORD	TAURUS		1FAFP53U44A147655	LIGHT 4-DOOR CAR
A	Unit 1	7	MINI VAN	1999	CHEVROLET	ASTRO VAN		1GCDM19W3XB103334	LIGHT 4-DOOR CAR
							4	Total	

A	37
B	52
C	11
D	4
E	3
F	1
G	<u>2</u>
	110

Vehicle and Equipment Preventive Maintenance Requirements

Schedule B Check List

The following tasks are to be performed on both an as needed and requested by operator and/or supervisory personnel

- | | |
|---|---|
| <input type="checkbox"/> Perform tire pressure and condition check | <input type="checkbox"/> Adding air to tires |
| <input type="checkbox"/> Check fluid levels and add fluids as necessary | <input type="checkbox"/> Add fluids as necessary |
| <input type="checkbox"/> Check operating or safety deficiency | <input type="checkbox"/> Add dry gas or fuel additive |
| <input type="checkbox"/> Replace bulbs and fuses | <input type="checkbox"/> Unlocking air brakes |
| <input type="checkbox"/> Replace windshield wipers | <input type="checkbox"/> Tightening of loose nuts, bolts and screws |
| <input type="checkbox"/> Defrosting locks and removal of keys | <input type="checkbox"/> Attachment of plows and sanders |
| <input type="checkbox"/> Starting vehicle | <input type="checkbox"/> Miscellaneous small and minor repairs |
| <input type="checkbox"/> Register, reregister vehicles as necessary (city is not charged registry fees) and coordination with city insurance agent. | |

The following tasks are to be performed on a continuous basis

- ☐ Create and Maintain Database of Current Inventory of municipal vehicles and equipment
- ☐ Perform preventive maintenance on vehicles according to schedule for vehicle type and use.
- ☐ Maintain vehicle and equipment manufacturer warranty logs.
- ☐ Road test and check for vibrations and other unusual operating characteristics and conditions

The following tasks are to be performed on a daily basis

- ☐ Submit previous days daily work performed summary

The following tasks are to be performed on a weekly basis

- ☐ Submit Weekly Report

The following tasks are to be performed every four months or every 5,000 miles

- | | |
|---|---|
| <input type="checkbox"/> Record Tread Depth of Tires | <input type="checkbox"/> Check exhaust system and hangers |
| <input type="checkbox"/> Change engine oil 3 mos./3,000 miles which ever occurs first | <input type="checkbox"/> Verify operation of all safety equipment every oil change |
| <input type="checkbox"/> Change engine oil filter every oil change | <input type="checkbox"/> Check exhaust system for leaks every oil change |
| <input type="checkbox"/> Check operation of brake system | <input type="checkbox"/> Check operation of gauges and ancillary equipment every oil change |
| <input type="checkbox"/> Check electrolytic condition of anti-freeze every oil change | <input type="checkbox"/> Change engine oil in accessory engines every oil change |
| <input type="checkbox"/> Check condition of belts and hoses every oil change | <input type="checkbox"/> Check for fluid leaks at all components every oil change |
| <input type="checkbox"/> Check condition of engine, transmission, drive shaft, u-joints, chassis and suspension mounts every oil change | |

The following tasks are to be performed on a semi-annual or every 15,000 miles

- | | |
|---|---|
| <input type="checkbox"/> Measure and record brake lining wear twice per year | <input type="checkbox"/> Rotate tires and balance |
| <input type="checkbox"/> Check operation of and lubricate all hinges and locks twice per year | |
| <input type="checkbox"/> Lubricate all door gaskets twice per year | <input type="checkbox"/> Service front wheel bearings |

The following tasks are to be performed on an annual basis

- ☐ Inspect and test vehicles and power equipment in accordance with state and federal laws
- ☐ Perform state mandated safety and emissions inspections
- ☐ Change all filters
- ☐ Electronically analyze engine performance and issue report

The following tasks shall be performed in accordance with manufacturer's recommendations

- | | |
|--|---|
| <input type="checkbox"/> Change transmission fluid | <input type="checkbox"/> Change brake fluid |
| <input type="checkbox"/> Change rear-end fluid, front end fluid, transfer case | <input type="checkbox"/> Change coolant |
| <input type="checkbox"/> Change hydraulic fluids in power take off systems | |

Schedule C Repair Work Classification

<u>ACTIVITY</u>		<u>PERFORMED BY:</u>		<u>NOTES</u>
		<u>GENERAL CONTRACTOR</u>	<u>SUB CONTRACTOR</u>	
1	servicing and repair of air conditioning systems and components	<input type="checkbox"/>	<input type="checkbox"/>	_____
2	servicing and repair of air bag systems and components	<input type="checkbox"/>	<input type="checkbox"/>	_____
3	servicing and repair of braking systems and components including anti-lock, air, electric & power systems	<input type="checkbox"/>	<input type="checkbox"/>	_____
4	servicing and repair of exhaust systems			
5	preventive maintenance and repair of the hybrid vehicles	<input type="checkbox"/>	<input type="checkbox"/>	_____
6	servicing and repair of internal combustion engines, including gasoline and diesel fueled	<input type="checkbox"/>	<input type="checkbox"/>	_____
7	servicing and repair of various types of hydraulic systems	<input type="checkbox"/>	<input type="checkbox"/>	_____
8	servicing and repair of various types of fuel injection systems	<input type="checkbox"/>	<input type="checkbox"/>	_____
9	servicing and repair of various types of emission control systems	<input type="checkbox"/>	<input type="checkbox"/>	_____
10	servicing and repair of various types of automotive, truck, heavy equipment and small equipment electrical systems including rebuilding of various types of electrical motors and components.	<input type="checkbox"/>	<input type="checkbox"/>	_____
11	servicing and repair of various types of two and four stroke small equipment engines	<input type="checkbox"/>	<input type="checkbox"/>	
12	servicing and repair of transmissions and gearboxes	<input type="checkbox"/>	<input type="checkbox"/>	_____
13	servicing and repair of specialty equipment including after market supplied equipment such as emergency light bar systems and two-way communication systems	<input type="checkbox"/>	<input type="checkbox"/>	_____
14	diagnostics	<input type="checkbox"/>	<input type="checkbox"/>	_____
15	repair of body panels, components, latches, glass, interior and collision damage	<input type="checkbox"/>	<input type="checkbox"/>	_____
16	machine shop work	<input type="checkbox"/>	<input type="checkbox"/>	_____
17	warranty work	<input type="checkbox"/>	<input type="checkbox"/>	_____
18	Commonwealth of Massachusetts Safety Inspections	<input type="checkbox"/>	<input type="checkbox"/>	_____

Schedule D Credits/Penalties

1	Failure to obtain Repair Work Authorization in accordance with Section 5.2	\$ 50 per instance
2	Failure to complete repair in a timely manner in accordance with Section 5.5	\$ 100 per instance
3	Failure to have a Field Service Supervisor in accordance with Section 5.14	\$ 250 per day
4	Failure to analyze cost effectiveness of repair in accordance with Section 5.20 Cost Effectiveness	\$ 250 per instance
5	Failure to comply with Section 5.22 Road Calls	\$ 100 per instance
6	Failure to comply with Section 5.27 Labeling of Parts Removed and Installed	\$ 10 per instance
7	Failure to comply with Section 5.28 Subcontractor Certification	Cost of Repair
8	Failure to comply with Section 5.30 OSHA Standards	\$ 100 per instance
9	Failure to comply with Section 5.41 Staffing Provisions	\$ 250 per day
10	Failure to perform work listed Section 5.42 Preventive Maintenance Requirements - Manufacturer's Recommendations	\$ 250 per instance
11	Credit for not performing PM A in accordance with Section 5.42	For Each as Bid Item
12	Credit for not performing PM B in accordance with Section 5.42	For Each as Bid Item
13	Failure to comply with Section 5.43 Fleet Assessment	\$ 5,000 annually
14	Failure to comply with Section 5.50 Snow Fighting Equipment and Parts	\$ 50 per instance
15	Failure to comply with Section 5.51 Record Keeping and Reporting Requirements	\$ 100 per day