

INVITATION FOR BID

**TOWN OF GEORGETOWN
Ambulance Power Cots**

AWARDING AUTHORITY:

Town of Georgetown

OCTOBER 30, 2013

Due Date: November 14, 2013, 2:00 pm
Contact: Michael Farrell, Chief Purchasing Officer
978-352-5755
jpantano@Georgetownma.gov

All potential bidders are required to be registered on the Town of Georgetown Web Procurement Desk at www.Georgetownma.gov. This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the Town of Georgetown Web Procurement Desk for any addenda or modification to this solicitation, if they intend to respond. The Town of Georgetown accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

**INVITATION FOR BID
TOWN OF GEORGETOWN**

The Chief Purchasing Officer (CPO), on behalf of the Ambulance Department, is soliciting bids for the following, under Chapter 30B M.G.L.:

Re Bid: Two Battery Powered Ambulance Cots

Bids will be opened and read in the Georgetown Town Hall, 1 Library St., Georgetown. Ma. at 2:01 p.m. on November 14, 2013

All bids must be received at the Town of Georgetown, Selectmen's Office, Town Hall, 1 Library St., Georgetown. Ma., in a sealed envelope marked "**Power Cot Bid**", prior to the opening of bids. The Town of Georgetown reserves the right to reject any or all bids when it deems it to be in the best interest of the Town of Georgetown. Contract award will be made by the Fire Chief within **30** days of the bid opening unless time for award is extended by mutual consent of the parties.

**TOWN OF GEORGETOWN
INVITATION FOR BID (IFB)**

GENERAL SPECIFICATIONS FOR SUPPLIES AND SERVICES

- A. Attention of all bidders is directed to Chapter 30B of the General Law of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
- B. The bidder shall submit the bid upon forms (bid sheets) furnished by the awarding authority. All bids shall be in ink or typewritten and must be filled out completely. The prices shall, without exception, include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the items supplied.
- C. All bids shall be signed correctly in ink by the individual or in case of a firm, partnership, or corporation, by a person having the legal authority from said firm, partnership, or corporation to sign the bid.
- D. All bids shall be submitted to the Chief Purchasing Officer, Town of Georgetown, Town Hall, Selectmen's Office, 2nd Floor, 1 Library St., Georgetown, Ma., on or before the date and time stated in the "Bid Notice". Each bid shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder.
- E. Bid sheets shall be filled in completely. Bid forms that are incomplete, conditional, or obscure with additions not called for, may be rejected. Use the pages of this document, or copies thereof, when submitting the bid. All questions from prospective bidders must be in writing regarding this Invitation for Bid. The Town shall respond to each question in writing and provide a copy of the answers to all prospective bidders.
- F. Bidders may correct, modify or withdraw the original bids on or before the date and time stated in the "Bid Notice." Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. A bidder, who wishes to withdraw a bid, prior to the bid opening, must make the request in writing.
- G. Any bid received after the date and time stated in the "Bid Notice" shall not be opened. Unopened bids will be returned to the bidder.
- H. Bids will be publicly opened and read at the date and time stated in the "Bid Notice". All interested parties are invited to be present.
- I. A bidder may withdraw a bid after the public opening of the bid only if a mistake is clearly evident on the face of the bid document, and the intended correct answer is not evident.
- J. No award will be made to any bidder who can not satisfy the awarding authority that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named.

The awarding authority's decision or judgment on these matters shall be final, conclusive and binding. Conditional bids will not be accepted.

- K. At the time of the opening of bids, each bidder shall be presumed read and to be thoroughly familiar with the contract documents, including any addendum thereto. The failure or omission of any bidder to examine the site, or any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his/her bid.
- L. Each bidder shall acknowledge receipt of any and all addendum issued to the invitation for bids by so indicating on the bid sheet. Failure to do so shall be cause to reject the bid as being non-responsive.
- M. The contract will be awarded, subject to the availability of funds, to the responsive, responsible bidder who offers the lowest price for the supply or service bid provided it complies with all conditions and requirements set forth in the bid document and further provided that the bid, in the opinion of the awarding authority, is reasonable and is in the best interest of the Town of Georgetown to accept it. The Town reserves the right to reject any and all bids.
- N. In the event there are tied lowest bid prices from responsive and responsible bidders, the following methods of breaking the tie shall be employed unless otherwise provided for in these bid documents: (1) The award shall be made to the bidder previously awarded the same contract; or (2) If the first method fails to break the tie by reason of none having previously been awarded the same contract, the award shall be made to the bidder whose principal place of business is located closest to the ordering agency's principal office; or (3) If the first and second methods fail to break the tie then the bidder's names shall be entered on a slip of paper and placed in a hat. The award shall then be made to the bidder whose slip is drawn from the hat. The drawing of the slip from the hat shall be performed in the presence of the tied bidders unless they waive the right to be present in writing.
- O. All deliveries shall be made to the Georgetown Fire Department as ordered.
- P. The bidder's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase materials shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- Q. Certificate of Non-collusion - The bidders MUST sign and submit a Certificate of Non-collusion with the Bid sheet. **Submit with Bid.**
- R. State Taxes Certification Clause - The bidders MUST sign and submit a State Taxes Certification clause with the Bid Sheet. **Submit with Bid.**
- S. Right-to-Know - The firm/individual receiving a bid award from the Town of Georgetown will, at no expense to the Town of Georgetown, adhere to the Massachusetts General Laws, Chapter 111F, "Right-to-Know Law" as it shall apply to the items contained in the award notice.

CONTRACTOR'S INSURANCE

1. **Indemnification** - Contractor will indemnify and hold harmless the Town of Georgetown and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontracts, its agents, or employees to any property of or under the control of the Town of Georgetown during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings shall be brought or instituted against the Town of Georgetown on account of any such claims, Contractor shall indemnify and hold harmless the Town of Georgetown.
2. **General Insurance** - The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Georgetown. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall indemnify, and hold harmless the Town of Georgetown, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Georgetown and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Georgetown, Engineering Division.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of vendor's policy renewal, updated insurance certificates shall be sent to the Town of Georgetown.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Georgetown at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the

legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

All insurance coverage shall be placed with such company as may be acceptable to the Town of Georgetown and shall constitute a material part of the contract documents.

3. Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. Automobile Liability and Property Damage Insurance

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Georgetown Risk Manager approval.

5. Workers' Compensation Insurance

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Invitation for Bids (IFB). For the purposes of this IFB, 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.

The Town of Georgetown will require contractors and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this Invitation for Bids (IFB).

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Contractor and all of (his/her) Sub-Contractors (wherein after collectively referred to as the Contractor), for him/herself, his/her assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

The Contractor, by signing the Contract offered by the Town, agrees to abide by the above paragraph to the best of his/her ability.

CONTACT INFORMATION:

Town of Georgetown
Michael Farrell, Chief Purchasing Officer
Georgetown Town Hall
1 Library St.
Georgetown, Ma. 01833
Tel 978-352-5755
Fax 978-352-5727
Email: jpantano@Georgetownma.gov

GEORGETOWN SCHOOL DEPARTMENT
DETAILED BID SPECIFICATIONS
October 30, 2013
Battery Powered Ambulance Cots

The cot must have all of the following independent certifications”

- UL certified
- IPX6 – protection from heavy rain and splashing
- IEC 60601-1 and IEC 60601-1-2 certification to conform to industry standards for mechanical and electrical safety for electrical devices, as well as electromagnetic capability and immunity.

Crash Standards: Must meet the following crash test standards

- EN 1789-2007 Medical vehicles and their equipment – Road ambulances
- AS/NZS 4535:1999 Ambulance restraint systems

Ease of Use:

- Weight carrying capacity of 700lbs.
- Battery is at the foot area of the cot, is easily accessible and can be changed out quickly with a patient on the cot.
- Power legs retract in less than 2.5 seconds.
- Manual over-ride of hydraulic system.
- Ability to load at a height of 36”, and has a preset position for standard loading, adjustable to match the deck height of the ambulance.
- Foot end of the cot has dual-height lifting bars and separate operator controls (one control per position) to accommodate different height operators.
- Foot end of the cot should contain a large battery indicator light to display amber or green depending on battery level. The warning amber light will flash giving the operator ample of time to change the battery.
- Wheels on the cot must be 6”x2” sealed bearing casters.
- An integrated bumper system should be a standard feature on the cot.
- Cot must have a retractable head section (not a hinged head section). This feature allows the cot to be lowered to the ground in the shortened position.
- When unloading with the manual release handle, the cot must utilize hydraulic dampening. Thus, the cot will not abruptly jar the operator or the patient.
- The cot’s frame weight must be 127 pounds or lower.
- The cot will have a knee gatch in addition to the Trendelenburg positioning.
- The cot will have a built-in expandable surface for accommodating large patients.
- Dual wheel locks

Miscellaneous Items and Needs:

- 5-year extended warranty
- Head-end Storage Flat
- (3) stage IV pole
- Equipment Hook
- Fowler Oxygen Bottle Holder
- Head end O2 bottle holder
- SMRT Charger Mounting Bracket
- SMRT Automotive 12V Cable
- 120v AC SMRT Charging Kit
- J Hook
- XPS Knee Gatch Bolster Mattress
- No Steer Lock Option
- 3-year x-frame Powertrain warranty
- 2-year Bumper to Bumper Warranty

SUBMIT WITH BID

**Town of Georgetown
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid 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.

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

TELEPHONE (____) _____

DATE _____

NOTE: This certificate must be signed by the individual submitting the bid or proposal.

STATE TAXES CERTIFICATION CLAUSE

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

*Signature of individual or
Corporate Name (Mandatory)

By: _____
Corporate Officer
(Mandatory, if applicable)

**Social Security Number (Voluntary)
Or Federal Identification Number

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

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L..62C s. 49.A.

**SUBMIT WITH BID
TOWN OF GEORGETOWN**

BID SHEET

BID ITEM:	BID PER COT	EXTENDED PRICE
Quantity: _____	X \$ _____	\$ _____
Manufacturer's Name _____		

CERTIFICATION OF PRODUCT: The bidder certifies that the product meets the Detailed Specifications dated October 30, 2013, which are a part of the bid package.

RECEIPT OF ADDENDUM NUMBER(S): _____ is hereby acknowledged and reflected in the bid price(s) shown above.

BIDDER IDENTIFICATION AND SIGNATURE:

FIRM _____	SIGNATURE _____
ADDRESS _____	NAME (print) _____
_____	TITLE _____
TELEPHONE _____	DATE _____
FAX: _____	EMAIL: _____

Required Attachments:

- (1) Certificate of Non-collusion.
- (2) State Taxes Certification Clause.

NOTE: The Town of Georgetown reserves the right to reject any and all bids when it deems it to be in the best interest of the Town. All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

All bids must be received in the office of the Selectmen, Town of Georgetown, 1 Library Street, Georgetown, MA 01833 prior to **2:00 PM, November 14, 2013.**

All questions from prospective bidders must be in writing regarding this Invitation for Bid to jpantano@georgetownma.gov. The Town shall respond to each question in writing and provide a copy of the answers to all prospective bidders.

REQUIRED BID SUBMITTAL FORM

REFERENCES

BIDDER NAME: _____

Bidders must provide a list of at least 5 references of current customers to which same copy paper as proposed has been delivered in similar quantities over a one year period. (municipalities/schools preferred). The Purchasing Agent will be verifying the quality of the product delivered.

1. Customer: _____ Quantity: _____

Contact: _____ Phone: _____

2. Customer: _____ Quantity: _____

Contact: _____ Phone: _____

3. Customer: _____ Quantity: _____

Contact: _____ Phone: _____

4. Customer: _____ Quantity: _____

Contact: _____ Phone: _____

5. Customer: _____ Quantity: _____

Contact: _____ Phone: _____

**TOWN OF GEORGETOWN
AGREEMENT BETWEEN CONTRACTOR AND OWNER**

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2013 by and between the TOWN OF GEORGETOWN, Massachusetts, hereinafter called the OWNER, and

with legal address and principal place of business at

hereinafter called CONTRACTOR.

WITNESSETH - That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to supply the OWNER with two

1. Notice to Deliver and Delivery of Product. The OWNER will notify the CONTRACTOR by mail, telephone, or facsimile of the times and quantities of deliveries to be made under this Agreement. All deliveries shall be made during business hours, from 9:00 AM to 3:00 PM, Monday through Friday, to the Georgetown Fire Department. The delivery shall be in the presence of and received for by an authorized employee of the Fire Department.
2. Billings. The CONTRACTOR shall bill the Georgetown Fire Department separately for each delivery of the product.
3. Force Majeure - The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".
4. Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

Additionally, the Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town's best interest. If this contract is terminated, the Town shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

5. Insurance - The Contractor shall maintain insurance with minimum limits as defined in the Invitation for Bid, Section 4, Special Conditions for the entire duration of the project work to be performed, and provide a certificate of insurance with the Town of Georgetown named as an additional insured. Renewal certificates of insurance must be submitted to the Town of Georgetown, Risk Management, 230 South St., Hyannis, MA 02601 on a yearly basis.

6. Governing Law – This contract is governed by the laws of the Commonwealth of the State of Massachusetts.

The Invitation for Bid dated October 30, 2013 entitled “Ambulance Power Cot”, and the bid submittal dated _____, are made a part hereof and collectively evidence and constitute the Contract.

The OWNER agrees to pay the CONTRACTOR for the performance of the contract and to pay the amount of \$ _____. The total contract amount shall not exceed \$ _____, if the estimated full quantity is ordered and received, without written authorization of the OWNER.

This Agreement constitutes the entire Contract and there are no other agreements than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By _____
VENDOR

Approved as to form

Town's Legal Counsel

By _____
Chairman, Board of Selectmen

This is to certify that the Town of Georgetown, Massachusetts, has an appropriation which is adequate to cover the cost of this contract.

Mary McMenemy, Town Accountant