

Metropolitan Area Planning Council

Public Service Vehicles

Ford, Chevrolet, and Dodge/Chrysler/Jeep and Other Public Service Vehicle Models

Request for Proposals

Addenda # 2 - August 16, 2018

RFP #GBPC 2019 Vehicles

Solicited on Behalf of the Greater Boston Police Council (GBPC), operators of the Boston Area Police Emergency Radio Network (BAPERN)



Addenda #2

Issued: August, 16, 2018

Questions and Responses:

- Q.1. Section 10.1 Pricing – Who is responsible for the transfer, the dealer or the upfitter?
- A.2. If the vehicle is delivered to the buyer directly, the dealer is responsible for the transfer cost. If, at the buyer's direction, the dealer delivers a vehicle to an upfitter, the upfitter bears the cost of transfer to the buyer.
- Q.2. If an entity wants an item that is not listed on the price proposal, can it be quoted as an off contract item?
- A.2. In the event that a municipality decides to purchase an item not included in the pricing bid by the dealer/upfitter, the municipality must purchase that item in accordance with MGL. c. 30B. That item can be included in a quote, but it must be clearly identified as "off contract" and it cannot be added to the price of the vehicle for which MAPC collects a Contract Administration Fee.
- Q.3. It appears that the bid is asking for a bid price for every option on each and every possible car?
- A.3. That is correct. All options, aftermarket and factory items that a Proposer would like to sell via the GBPC contract must be identified in the pricing pages. This is to enable cities and towns to see the prices as they determine what to purchase and to enable them (and MAPC) to validate whether the product and pricing were bid properly.

During the life of the contract, new items can be added to the contract if they are replacing similar items that are no longer available. But, MAPC must be notified of any new items to be added and provided unit pricing for them. Those items not included in the pricing pages, or not added as a replacement item, cannot be purchased through the GBPC contract. See the answer above for information on how a non-listed item can be purchased.

Revisions:

1. Section 3.9 added:

3.9 *Release and Waiver of Claims:*

As a condition of responding to this Bid, the Proposer hereby unconditionally and forever releases, discharges and waives any and all claims of any nature, whether legal, equitable, or otherwise, which Proposer may have against MAPC, arising at any time on or before the date the Proposer offers a response to RFP # 2019 Vehicles. This release of claims extends to any and all claims of any nature whatsoever, whether known, unknown or capable or incapable of being known as of the date of the Proposer's bid response to MAPC's RFP and any contract awarded as result of the bid response.

2. Section 6.2.7 has been deleted in its entirety and replaced with the following:

6.2.7 Tab 7 – Sales and References

In Tab 7 of their Technical Proposals, Proposers must include at least three completed References as part of their responses using the Reference Form herein. For each Proposer, MAPC reserves the right to solicit references at random from the sales list provided in Tab 7.

MAPC, or its designee, will evaluate the responses and make a determination that a Proposer is either "Responsible" or "Not Responsible" with regard to References.

MAPC and GBPC reserve the right to perform whatever additional due diligence they deem necessary to determine that the Proposer is responsible including, but not limited to, acting as their own reference. MAPC reserves the right to withhold the award of a contract if a Proposer is found "Not Responsible."

Respondents must also provide a list in table format of the total number of public service vehicles sold to municipal and government department customers during the past two calendar years. The list must break down the requested information as follows:

- By year, state, municipal department, and number of vehicles

Example: Sales

YEAR	STATE	DEPARTMENT	NUMBER OF VEHICLES
------	-------	------------	--------------------------

YEAR	STATE	DEPARTMENT	NUMBER OF VEHICLES
2016	Massachusetts	Amherst Police	5

3. Section 7.1.2 has been deleted in its entirety and replace with the following:

7.1.2 Proposer's Experience with Municipal Government (number of customers)

Rating Criteria

- Highly Advantageous* The Proposer has provided supplies and services to 20 or more municipalities during the last two (2) years experience in providing supplies and services to the municipal market.
- Advantageous* The Proposer has provided supplies and services to 10 or more municipalities during the last two (2) years.
- Not Advantageous* The Proposer has provided supplies and services to at least 3 municipalities during the last two (2) years.
- Unacceptable* The Proposer has provided supplies and services to fewer than three (3) municipalities during the last two (2) years or response is unclear/not provided.

4. 7.2.5 is added as a new criteria.

Manufacturer Warranties - Commencement

Rating Criteria

- Highly Advantageous* Proposer offers Buyers a delayed manufacturer's warranty in the event that vehicles are delivered to an aftermarket equipment vendor for upfitting. Warranty will not commence until Buyer takes possession of the vehicle, after completion of the upfitting.

Advantageous	Proposer offers Buyers a delayed manufacturer's warranty for a fee in the event that vehicles are delivered to an aftermarket equipment vendor for upfitting.
Not Advantageous	Proposer offers Buyers a delayed manufacturer's warranty in the event that vehicles are delivered to an aftermarket equipment vendor for upfitting, but the delay is not in excess of 30 days.
Unacceptable	Proposer does not offer Buyers a delayed manufacturer's warranty in the event that vehicles are delivered to an aftermarket equipment vendor for upfitting.

All other sections of the RFP and Pricing Pages remain unaltered.