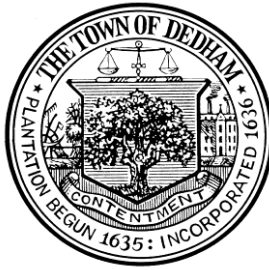


Town of Dedham
Rana Mana-Doerfer
Director of Procurement



Dedham Police Department
Chief Michael D'Entremont

450 Washington Street

Dedham, MA 02026

FAX (781) 751-9159

Web site: www.dedham-ma.gov

DPD RAV4 Hybrid Police Vehicle

Invitation for Bid

20230005

Release Date	Monday February 13 th , 2023
Pre-Bid Conference	No
Deadline for Questions	Monday February 27 th , 2023 @ 12:00 PM
Bids Due	Thursday March 9 th , 2023 @ 10:00 AM

Procurement Overview

Primary Contact (bid questions)	Rana Mana-Doerfer, Director of Procurement 781-751-9105
Contract Manager	Michael D'Entremont, Dedham Chief of Police
Bid Package Available	Monday February 13 th , 2023 Information and details of bidding requirements may be obtained at the Town Manager's Office, 450 Washington St, Dedham, MA 02026, 3 rd floor for a \$50 non-refundable fee, or online at the Town's Website for FREE
Pre-Bid Meeting	None for this procurement
Bid Deposit	None for this procurement
Deadline for Written Questions	Monday February 27 th , 2023 @ 12:00 PM By Mail: 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer By Email: procurement@dedham-ma.gov All Question Will be Answered in a formal addendum
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's Webpage and emailed to all bidders on our recorded bidders list.
When and Where Bids are Due	Thursday March 9 th , 2023 @ 10:00 AM Town Hall, 450 Washington St, Dedham, MA 02026.
Bid Opening	Thursday March 9 th , 2023 @ 10:00 AM Dedham Town Hall, Room 305, 3 rd Floor
Number of Required Copies	One (1) original, One (1) copy. Two (2) total
Contract Award	Award will be made within 60 business days upon Town Manager and Town Counsel Approval and Signature
Contract Length	This Agreement shall be for a term commencing upon execution of agreement and ending upon successful delivery of the vehicle and acceptance by the Town.

(Advertised in the Dedham Times issue of February 10, 2023)
(Published in the Goods & Services Bulletin issue of February 13, 2023)
(Advertised in CommBuys on February 13, 2023)

LEGAL NOTICE

Town of Dedham
Invitation for Bid (IFB) Bid # 20230005
DPD RAV4 Hybrid Police Vehicle

The Town of Dedham is accepting sealed bids for **DPD RAV4 Hybrid Police Vehicle**. Copies of the Invitation for Bid (IFB) package will be available beginning **February 13, 2023** at the Procurement Office, Dedham Town Hall, third floor suite 322, 450 Washington Street, Dedham, MA 02026 Monday through Friday during normal business hours, or from the Town's web site <https://www.dedham-ma.gov/departments/town-manager/procurement> and will be available until the submission deadline.

Sealed bids must be submitted no later than **10:00 AM on February 23, 2023** to the Procurement Office, Dedham Town Hall, third floor suite 322, 450 Washington Street, Dedham, MA 02026 **LATE BIDS WILL NOT BE CONSIDERED**. Bids will be publicly opened after the submission deadline on February 23, 2023 and 10:00 AM. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Leon I. Goodwin, III
Town Manager
02/08/23

SECTION 1: INTRODUCTION

INTRODUCTION

The Town of Dedham is seeking bids for the purchase of one Silver RAV4 Hybrid LE Hybrid 2.5l 4-cyl. Engine CVT AWD vehicle for the Dedham Police Department. Specifications can be found under section three of this IFB.

ANTICIPATED IFB TIMETABLE

IFB issued	Monday, February 13 th , 2023
Deadline for submitting questions	Monday, February 27 th , 2023 @ 12:00 PM
Bids Due	Thursday March 9 th , 2023 @ 10:00 AM
Award of contract	April 2023

SECTION 2.0: GENERAL INSTRUCTIONS AND CONDITIONS

1. **Bid Open Date:** Pursuant to M.G.L. Chapter 30B., the Town of Dedham seeks bids for the purchase of one Silver RAV4 Hybrid LE Hybrid 2.5l 4-cyl. Engine CVT AWD vehicle for the Dedham Police Department. **Bidder shall submit one (1) original, and one (1) copy of their bid in a sealed envelope, properly labeled as “20230005 DPD RAV4 Hybrid Police Vehicle”**
2. Bids are due on or before **Thursday, March 9th, 2023 @ 10:00 AM** at the Town Manager’s Office. **Late bids will not be considered.**

3. **Time for Award:** The Chief Procurement Officer, after a recommendation from the initiating department head shall review and award. An award of contract will be made within sixty (60) business days after the bid submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) business days by mutual agreement.

4. **Addenda:** If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the IFB package. If the Town issues any addenda to this IFB, each bidder shall acknowledge on the Price Bid Form the receipt of each addendum, by addendum number.

5. **Questions** concerning this IFB must ONLY be submitted in writing to Rana Mana-Doerfer, Director of Procurement before **12:00 PM Monday, February 27th, 2023 @ 12:00 PM**
Questions may be emailed to procurement@dedham-ma.gov
Or mailed to 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer
Written responses will be emailed to all bidders on record as having received the IFB package.

The Town of Dedham has identified a sole point of contact with bidders for the purpose of this IFB. Any attempt to contact any other Town of Dedham employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.

6. **Modify Bid:** All bids received by Dedham in response to this IFB shall be considered “firm” and may only be withdrawn as provided by M.G.L. c.149. A proposer may correct, modify, or withdraw a bid by sealed written notice clearly

marked as a correction, modification or withdrawal and received in the Office of Procurement prior to the time and date set.

7. **Withdrawal of Bid:** Once a bid is submitted and received by the Town for final consideration and comparison with other bids similarly submitted, the Bidder agrees that they may not and will not withdraw their bid within thirty (30) consecutive days after the actual date of opening bids.
8. **Miscalculation of Bid Price:** After the bid submission deadline, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident. Wherever there is a discrepancy between the bid price and the written words, the written word shall prevail.
in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.
9. **Conditional Bid:** Bids which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.
10. **Conflict of Interest:** It is prohibited for any bid to be submitted that would constitute a violation of the conflict of interest statute, M.G.L. chapter 268A.
11. **IFB:** This Invitation for Bid (IFB), with all of its terms and conditions, will be part of the contract.

12. Invoices & Reporting: Upon verification that the vehicle has been delivered and accepted by the Chief of Police, invoices must be sent to Town of Dedham, Dedham Police Department, 450 Washington Street, Dedham, MA 02026. Additional copies of invoices and all supporting documentation shall be provided upon request.

Invoice must clearly state the vehicle VIN, Color, specifications, and a signature must be obtained from the Dedham Police Department upon delivery.

Invoices submitted for payment by the Contractor that does not list the above information will be rejected and not paid.

13. Evaluation of Bids: Bids will be evaluated in good faith and bidders are expected to bid in good faith on repairs and/or services that will be charged to the Town in order to successfully complete the repairs as needed. An eligible bidder is a bidder who has submitted a bid that conforms in all respects to the invitation for bids. A responsible bidder is a bidder who has the capability to perform fully the contract requirements and the integrity and reliability that assure good faith performance.

All bids submitted in response to this IFB will be evaluated based solely on the requirements and criteria set forth in the invitation for bid in accordance with the provisions established under Massachusetts General Law Chapter 30B. Bidders will be required to adhere to the guidelines established under this statute.

14. Use of Trade Names: The use of a proprietary or trade name in any description of equipment, materials or supplies in this IFB is not intended to restrict this IFB to the manufacturer or proprietor; instead, it is intended only to describe, by convenient reference to familiar products, the features or characteristics required by the Town of Dedham. Further, the use of any trademark in any description of equipment, materials or supplies does not constitute any endorsement of the product by the Town of Dedham.

Any item that is the equivalent, in style, quality dimensions and color, to the brand specified will be acceptable to the Town of Dedham. Items not marked on the cost bid form, as being equivalent shall be evaluated as being the item

specified and be ordered as such, if an award is made. The Town of Dedham will be the sole judge as to the fitness of any equivalent item for the purpose intended in this bid.

15. References: Bidders shall provide the Town of Dedham with at least five references from clients of similar scope and size to this IFB. Bidders shall not list the Town of Dedham as a reference.

16. Rule for Award: A contract shall be awarded pursuant to M.G.L. Chapter 30B. The Contract will be awarded to the lowest responsive and responsible bidder as determined by the Town. These specifications are in anticipation of funding. All contracts are voided if funds are not available.

In case a party to whom a Contract is awarded shall fail or neglect to execute the Contract within 14 days (Saturdays, Sundays and Holidays excluded), the Town may determine that the Bidder has abandoned the Contract and may award the contract to the next lowest bidder. THIS CLAUSE WILL BE STRICTLY ENFORCED.

17. Town's Rights: The Town of Dedham reserves the right to seek alternative quotes and execute an agreement, if needed, pursuant to proper procurement statutes for work covered under this IFB.

18. Town of Dedham Standard Contract: These specifications contain a copy of the Town of Dedham Standard Contract that the successful bidder will be required to sign upon notification of contract award. The Town of Dedham Standard Contract must be executed prior to the acceptance of any services.

19. Insurance: Not Required

20. Permits, Fees, and Notices: The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution

and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits unless otherwise directed in writing by the Town. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the performance of the Work. **The Town will not honor any request for payment of permits.**

21. Change Orders: A change order may be issued by the Town of Dedham for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Town of Dedham-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the Town.

The Town is not obligated to pay for change orders that are not approved in writing by the Town Manager.

22. Orders: Verbal Orders are not binding on the Town of Dedham and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of Town Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the Town. Purchase Orders issued by the Town to pay for goods or services shall be made part of the contract.

23. Experience:

- ▶ All bidders must furnish proof of a minimum of five (5) continuous years in business as a licensed car dealer.
- ▶ All bidders must provide owner contact information for five (5) references, at least three (3) of which are municipal or state entities.

24. Delivery:

All bids shall be FOB destination. The term FOB destination shall mean delivered and unloaded in-house or onsite (at a location in Dedham, MA to be determined by the Town), at contractors' risk, with all charges for transportation and unloading prepaid by the contractor.

Delivery of the vehicle is requested within 90 days of the execution of the contract.

The Town has the right to reject any late delivery. Vehicle delivery and liability remains with the Contractor until the products are properly delivered and signed for the Town.

Vehicle must be delivered "with a full tank of fuel."

25. Laws and Regulations: The Contractor shall comply with all Federal, State and Local Ordinances and Regulations governing the type of work indicated in these specifications.

26. Removal of Debris: The Contractor will remove all debris and dispose of in accordance with all applicable laws, after work is completed.

SECTION 2.1: REJECTION OF BIDS

The Town of Dedham reserves the right to reject any and all bids received in response to this IFB. The Town also reserves the right to waive what it may consider minor informalities with bids submitted. A bidder's bid may be rejected if the bidder:

1. Fails to adhere to one or more of the provisions established in this IFB.

2. Fails to submit its bid at the time and in the format specified herein or to supply the minimum information requested.
3. Fails to meet unconditionally or is unable to demonstrate competence to meet the mandatory technical and business specifications required by this IFB.
4. Fails to submit its bid to the required address on or before the deadline date established by the Transmittal Letter.
5. Fails to submit any of the following: Certificate of Authority, Tax Compliance, Non-Collusion, W9, as specified in this IFB.
6. Misrepresents its products or provides demonstrably false information in its bid or fails to provide material information.
7. Fails to sign the Form for General Bid.
9. Does not meet some or any of the Quality Requirements as required in this IFB.

SECTION 2.2: FORM AND STRUCTURE OF BID

One complete original and one copy of the bid must be submitted in a sealed envelope and labeled as follows: ***20230005 DPD RAV4 Hybrid Police Vehicle***

To be considered a complete bid, bidders must include all the following in their submittal.

The bid must be organized in the following manner:

The bid is to be submitted and addressed as follows:

Director of Procurement
Dedham Town Hall
3rd Floor, Suite 322
450 Washington St,
Dedham, MA 02026

The bid is to be clearly marked IFB **20230005 DPD RAV4 Hybrid Police Vehicle**

1. Bidder must acknowledge all addenda related to this IFB, if any.
2. Bidder has completed, signed, and enclosed the **Bid Form A: Bid Price Form or an exact copy.**
3. Bidder has completed, signed, and enclosed the **Bid Form B: Bidder Information Response form.**
4. Bidder has completed, signed, and enclosed the **Bid Form C: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
5. Bidder has completed, signed, and enclosed the **Bid Form D: Non-Collusion**
6. Bidder has provided at least five (5) references on the **Bid Form G: Professional Reference Form** Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package).
7. Bidder must submit a completed **Bid Form H: Certificate of Authority** (attached) or **Corporate Resolution**; if applicable.
8. Bids must be received, and time stamped no later than the deadline stated in the Procurement Schedule (Where and When Bids are Due).

LATE BIDS WILL NOT BE CONSIDERED

9. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
10. Any additional requirements as required in the Scope of Service.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

SECTION 2.3: QUALITY REQUIREMENTS:

A “NO” response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle “YES” or “NO” for each of the following requirements

1. Bidder has been an authorized Toyota Dealer for 5 years or more. Yes / No
2. Bidders Toyota dealership must be within two (2) hours of the Dedham Town Hall, 450 Washington Street, Dedham, MA 02026. Yes / No

SECTION 3: SPECIFICATIONS RAV4 Hybrid Vehicle

Bid Form A: Bid Price Form

ITEM DESCRIPTION	SPECIFICATIONS	COMPLIANCE YES / NO
GENERAL INTENTION	It is the intention of these specifications to arrange for the purchase of a TOYOTA RAV4 LE Hybrid 2.5I 4-cyl. Engine CVT AWD and other related equipment in accordance with the minimum specifications as described herein	
CHASSIS INFORMATION		
MANUFACTURER	TOYOTA	
MODEL	RAV4 LE Hybrid 2.5I 4-cyl. Engine CVT AWD	
PRODUCTION YEAR	2023 or current model	
ENGINE	Hybrid engine: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV,8 TRAIL drive modes; 219 combined net hp; internal combustion engine with 176 hp @ 5,300 rpm; Electric motor: power output (front/rear) 118/54 hp (88/40 kW); torque (front/rear) 149/89 lb.-ft.	

HV Electric Motor	Power output (front/rear): 118/54 hp (88/40 kW) Torque (front/rear): 149/89 lb.-ft. (202/121 N•m)	
TYPE	2.5 LITER 4-CYL	
Drivetrain	All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor Electronic On-Demand All- Wheel Drive (AWD)	
BRAKES	Active Cornering Assist (ACA) Power-assisted ventilated 12.0-in. front disc brakes; ventilated 11.1-in. rear disc brakes Electronically Controlled Braking (ECB) system with integrated regenerative braking	
HV Traction Battery	Type: Sealed Nickel-Metal Hydride (Ni-MH) Voltage: 244.8V (Ni-MH)	
TRANSMISSION	Electronically controlled Continuously Variable Transmission (ECVT) with sequential shift mode Engine oil cooler, automatic transmission fluid cooler and hybrid system cooler	
TIRES AND SUSPENSION		
WHEELS	17-in. 5-spoke light gray metallic alloy wheels including temporary spare	
TIRES	All Season mud and snow- rated radials	
ACCESSORIES, AFTERMARKET & BODY ITEM DESCRIPTION	SPECIFICATIONS	COMPLIANCE YES / NO
PAINT	Silver Sky Metallic	
Interior Color	Black Fabric	

Rear cargo area cover (Rear cargo area cover)		
CARPET Mat Package		
Mudguards		
Three (3) sets of keys		
FRONT AND REAR TINTED VENT SHADES		

Please indicate delivery date based on a 45 day award period _____

EXCEPTIONS

THE BIDDER SHALL DESCRIBE IN FULL ANY DEVIATION FROM OR EXCEPTION TO THE MINIMUM SPECIFICATION OF THE CITY OF BOSTON AS SET FORTH HEREIN;

ITEM NO.	EXCEPTION

Please see the attached detailed vehicle specifications for more information.

Bid Form B: Bidder Information Response

20230005

DPD RAV4 Hybrid Police Vehicle

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____

Company Fax Number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts – Required

Individual submitting the bid: (This is the individual who should sign the Certificate of Good Faith)

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Individual to be contacted about the bid: (If different from the individual submitting the bid)

Continued on second page →

Continuation of Bid Form B: Bidder Information Response

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Best Times to Contact: _____

Individual authorized to contractually bind the company: (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? Yes No
2. Is the Bidder prepared to provide the insurances as required? Yes No
3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? (If yes, the bid may be deemed conditional.) Yes No
4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? Yes No
5. Is the Bidder prepared to execute the Town's contract, if awarded? Yes No

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

Bid Form C: CERTIFICATE OF TAX COMPLIANCE

20230005

DPD RAV4 Hybrid Police Vehicle

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties

(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTOR

By: _____

(Signature of Authorized Representative)

Title: _____

Bid Form D: Certificate of Non-Collusion

20230005

DPD RAV4 Hybrid Police Vehicle

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form G: Professional References

20230005

DPD RAV4 Hybrid Police Vehicle

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____
through _____

Is this a Municipal or other Governmental Unit?: Yes No

Project Name: _____

Primary Contact: _____ Title:

Telephone: _____ Ext:

Email:

Customer: _____

Mailing Address:

Period of Service (MM/YYYY): _____ through

Is this a Municipal or other Governmental Unit?: Yes No

Project Name:

Primary Contact: _____ Title:

Telephone: _____ Ext:

Email:

(Make as many copies as necessary. A minimum of 5 references required)

Bid Form H: Certificate of Authority

20230005

DPD RAV4 Hybrid Police Vehicle

Complete Only If Applicable

1. I hereby certify that I am the Clerk/Secretary of _____

(insert full name of Corporation)

2. corporation, and that _____

(insert the name of officer who signed the contract and bonds.)

3. is the duly elected _____

(insert the title of the officer in line 2)

4. of said corporation, and that on _____

(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors

were present or waived notice, it was voted that

5. _____ the _____

(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORAT SEAL HERE

(Signature of Clerk or Secretary) *

7. Name: _____

(Please print or type name in line 6) *

Copy of Town of Dedham Contract

TOWN OF _DEDHAM_, MASSACHUSETTS AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of _____, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at _____,

Massachusetts, hereinafter referred to as the "TOWN", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of _____, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal.

The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.

2. THE WORK. The Work consists of

_____, as more fully described in the Contract Documents as defined above.

3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.

4. COMPENSATION.

A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$_____.

B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

Commercial General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.

13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.

14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all

prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

*I certify that an appropriation
MA*

TOWN OF _____,

is available in the amount of this
Contract.

By its: _____

Town Accountant

Director of Procurement

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)



Here's the RAV4 Hybrid LE Hybrid 2.5L 4-cyl. engine CVT AWD **YOU BUILT**

RAV4 Hybrid LE

RAV4 Hybrid LE Hybrid 2.5L 4-cyl. engine CVT AWD

Packages:

50 State Emissions (50 State Emissions)

Rear cargo area cover (Rear cargo area cover)

Accessories:

Carpet Mat Package¹
Mudguards¹

EXTERIOR COLOR:



Silver Sky Metallic

INTERIOR COLOR:



Black Fabric



City MPG**

41



Highway MPG

38

Total MSRP:***

Price	
Starting msrp ³	\$30,725
Mileage Estimates	
Mileage estimates: MPG (city/highway/combined) ⁴⁵	41/38/40
ToyotaCare	
No cost maintenance plan ⁶	\$0 (No Cost)
24-hour Roadside Assistance ⁶	\$0 (No Cost)
Capability	
Approach/departure angle (degrees)	19.0/21.0
Ground clearance (in.)	8.1
Mechanical/Performance	
Capability	Hill Start Assist Control (HAC) ⁷
Suspension	Independent MacPherson strut front suspension with stabilizer bar; multi-link rear suspension with stabilizer bar
Drivetrain	All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor
Drivetrain	Electronic On-Demand All-Wheel Drive (AWD)
Engine	Compression ratio: 14.0:1
Engine	Emission rating: Super Ultra Low Emission Vehicle (SULEV)
Engine	Induction system: (D-4S) Dual-Injection (Direct-Injection and Port-injection) EFI with Electronic Throttle Control System with intelligence (ETCS-i)
Engine	Hybrid engine: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, ⁸ TRAIL drive modes; 219 combined net hp; internal combustion engine with 176 hp @ 5,300 rpm; Electric motor: power output (front/rear) 118/54 hp (88/40 kW); torque (front/rear) 149/89 lb.-ft.
HV Electric Motor	Power output (front/rear): 118/54 hp (88/40 kW)
HV Electric Motor	Torque (front/rear): 149/89 lb.-ft. (202/121 N•m)
Drive Modes	Drive mode dial with SPORT, Eco, and NORMAL modes, EV Mode, ⁸ and TRAIL mode
Body Construction	Reinforced unitized steel body
Brakes	Active Cornering Assist (ACA)
Brakes	Power-assisted ventilated 12.0-in. front disc brakes; ventilated 11.1-in. rear disc brakes
Brakes	Electronically Controlled Braking (ECB) system with integrated regenerative braking
HV Traction Battery	Type: Sealed Nickel-Metal Hydride (Ni-MH)
HV Traction Battery	Voltage: 244.8V (Ni-MH)
Transmission	Electronically controlled Continuously Variable Transmission (ECVT) with sequential shift mode
Transmission	Engine oil cooler, automatic transmission fluid cooler and hybrid system cooler
Steering	Electric Power Steering (EPS); power-assisted rack-and-pinion
Ratios	
Final drive gear ratio	10.781
Axle ratio	3.605
Steering	
Steering ratio	14.3:1
Steering wheel turns (lock-to-lock)	2.76
Turning circle diameter, curb-to-curb (ft.)	36.1
Interior Dimensions (cu. ft.)	
EPA interior volume (estimated)	136.4
EPA passenger volume	98.9
Cargo volume (front/rear) ⁹	69.8/37.6

Weights/Capacities

Towing capacity (lb.) ¹⁰	1750
Seating capacity	5
Payload (lb.) ¹¹	1210
Gross Vehicle Weight Rating (GVWR) (lb.)	4920
Fuel tank (gal.)	14.5
Curb weight (lb.)	3690

Exterior Dimensions (in.)

Wheelbase	105.9
Overall height with/without antenna	67.0
Overall length/width	180.9/73.0
Track (front/rear)	63.0/63.7

Interior Dimensions, front/second-row seats (in.)

Cargo length behind rear seat ⁹	40.0
Head room with moonroof	37.7/39.5
Leg room	41.0/37.8
Cargo minimum/maximum width ⁹	39.4/59.0
Shoulder room	57.8/56.4
Hip room	54.3/47.7
Cargo minimum/maximum height ⁹	34.5/36.6

Tires

Type	All-season mud and snow-rated radials
Type	Spare - Temporary

EXTERIOR

17-in. 5-spoke light gray metallic alloy wheels including temporary spare

LED Daytime Running Lights (DRL)

Color-keyed upper front bumper, and black lower front bumper, overfenders and rear bumper

Privacy glass on all rear side, quarter and liftgate windows

Active grille shutters; aerodynamic underbody panels with vortex generators, front and rear wheel spats, and integrated rear spoiler

Dual chrome-tipped exhaust

Low-profile black roof rails

Intermittent windshield wipers and intermittent rear window wiper

Black hexagon-patterned bar front grille

Black power outside mirrors with folding feature

LED projector headlights with chrome bezels, Automatic High Beams (AHB)¹² and auto on/off

Color-keyed outside door handles

LED taillights

Color-keyed roof-mounted shark-fin antenna

INTERIOR

Rear liftgate window defogger

Fabric-trimmed seats; 6-way adjustable front driver's seat; 4-way adjustable front passenger seat with seatback pocket

LED front-seat reading lights, dome light and cargo area light

Electric Parking Brake (EPB)¹³ with Brake Hold¹⁴

Height-adjustable rear cargo area deck board

Passenger-side lockable glove compartment

2 front and 2 rear cup holders; 2 front and 2 rear bottle holders

Center console with covered storage compartment, two cup holders, drive mode, Electric Parking Brake (EPB)¹³ and automatic Brake Hold¹⁴ controls, and front storage tray

Front-door storage pockets with bottle holders

Sun visors with illuminated vanity mirrors

Black carpet flooring with driver-side footrest

Day/night rearview mirror

Three USB ports¹⁵— USB media port in front storage tray and two additional charge ports in front center console

One 12V/120W auxiliary power outlet¹⁶ in front instrument panel storage tray and one 12V/120W auxiliary power outlet¹⁶ in second row

Power windows with auto up/down and jam protection in all positions

60/40 split reclining fold-flat rear seat with center armrest and cup holders

Black in-dash storage trays

Ash Gray fabric-trimmed headliner

Soft-touch dash and armrests, with stitched dash accents

Remote keyless entry system with lock, unlock, panic functions and remote illuminated entry

Dual zone automatic climate control system with dust and pollen filter and rear-seat vents

Digital speedometer and instrumentation with analog hybrid power meter, coolant temperature, and fuel gauges; 7-in. digital Multi-Information Display (MID) with customizable settings, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, hybrid energy monitor, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages

Shift lever with sequential mode

Power door locks with shift-linked automatic lock/unlock feature

Urethane tilt/telescopic 3-spoke steering wheel with controls for audio, Multi-Information Display (MID), *Bluetooth*^{®17} hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC),¹⁸ Lane Departure Alert (LDA)¹⁹ and Lane Trace Assist (LTA)²⁰

Turn signal stalk with headlight controls and one-touch 3-blink lane change turn signals

Black interior door handles

Overhead console with maplights, sunglasses storage and Safety Connect^{®21} button

AUDIO MULTIMEDIA

8-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay^{®22} & Android Auto^{™23} compatible, SiriusXM^{®24} with 3-month Platinum Plan trial subscription.²⁵ See toyota.com/audio-multimedia for details.

CONNECTED SERVICES

Safety Connect[®]²¹— includes Emergency Assistance Button, Enhanced Roadside Assistance,²⁶ Automatic Collision Notification, and Stolen Vehicle Locator.²⁷ Subscription required.²⁸ 4G network dependent.

Service Connect[™]²⁹— receive personalized maintenance updates and vehicle health reports. Subscription required after trial.³⁰ 4G network dependent.

Remote Connect[™]³¹— remotely interact with your vehicle through the Toyota app³² via your smartwatch,³³ Amazon Alexa-enabled devices,³⁴ and Google Assistant[™]-enabled devices.³⁵ Allowing you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial.³⁶ 4G network dependent.

CONNECTED SERVICES (continued)

Drive Connect — includes Cloud Navigation³⁸ with Google Points of Interest (POI) data, Intelligent Assistant³⁹ with Hey, Toyota, and Destination Assist.⁴⁰ Subscription required after trial.⁴¹ 4G network dependent.

Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music⁴³ and Amazon Music⁴⁴) compatibility. 1-month trial subscription for music services. Subscription required after trial.⁴⁵ 4G network dependent.

SAFETY/CONVENIENCE

Vehicle Proximity Notification System (VPNS)⁴⁶

Front and rear side-impact door beams

Trailer-Sway Control (TSC)⁴⁷

Child-protector rear door locks and power window lockout control

Anti-theft system with engine immobilizer⁴⁸

Toyota Safety Sense™ 2.5 (TSS 2.5)⁵²— Pre-Collision System w/Pedestrian Detection (PCS w/PD),⁵³Full-Speed Range Dynamic Radar Cruise Control (DRCC),¹⁸Lane Departure Alert w/Steering Assist (LDA w/SA),¹⁹Lane Tracing Assist (LTA),²⁰Automatic High Beams (AHB),¹²Road Sign Assist (RSA)⁵⁴

Hill Start Assist Control (HAC)⁷

3-point seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts

Eight airbags⁵⁵ — includes driver and front passenger Advanced Airbag System, driver and front passenger seat-mounted side airbags, driver's knee airbag, front passenger seat cushion airbag, and front and rear side curtain airbags

Adjustable front shoulder anchors

Front and outboard second-row seatbelts with seatbelt pretensioners with force limiters

Tire Pressure Monitor System (TPMS)⁵⁶ with direct pressure readout and individual tire location alert

LATCH (Lower Anchors and Tethers for CHildren) includes lower anchors on outboard rear seats and tether anchors on all rear seats

Backup camera⁵⁷with dynamic gridlines

Star Safety System™ — includes Enhanced Vehicle Stability Control (VSC),⁴⁹ Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA)⁵⁰ and Smart Stop Technology® (SST)⁵¹