

NOTICE INVITING BIDS
NEW 14 PASSENGER MULTIFUNCTION SCHOOL ACTIVITY BUS

Notice is hereby given that the Wellesley Public Schools (hereinafter referred to as the “District”), is requesting bids for a New 14 Passenger Multifunction School Activity Bus (MSFAB). Specifications for bidders may be obtained on or after Thursday, September 30, 2021 at 9:00 a.m.

No offer of intent should be construed from this legal notice that the District intends to enter into a contract with the interested Activity Bus Company (hereinafter referred to as “ABC”) unless, in the sole opinion of the District, it is in the best interest of the District to do so.

The Invitation for Bid (IFB) documents may be downloaded from the District’s website at <https://wellesleyps.org/business-office/bids/> or can be obtained from the District by e-mail, U.S. mail. To request the IFB documents by e-mail, U.S. mail, please contact schoolbids@wellesleyma.gov or Tricia Simeone, Purchasing Coordinator, Wellesley Public Schools, 40 Kingsbury Street, Wellesley, MA 02481. The District will receive questions through 1:00 p.m. on Thursday, October 14, 2021 and will respond to all questions in writing by 1:00 p.m. on Tuesday, October 19, 2021.

Sealed bids must be labeled “ACTIVITY BUS BID: 2022-01” and will be accepted at Wellesley Public Schools, Business Office, c/o Tricia Simeone, Purchasing Coordinator, 40 Kingsbury Street, Wellesley, MA 02481 by 1:00 p.m. E.S.T. as read on the clock in the reception area on Monday, November 1, 2021.

The district reserves the right to reject any and all bids and to waive any errors or corrections in a bid or in the bid process. The contract will be awarded to the responsive and responsible bidder offering the lowest total price for the multifunction school activity bus. Interested companies should direct questions to schoolbids@wellesleyma.gov, or Tricia Simeone, Purchasing Coordinator at the address above.

INVITATION FOR BIDS

New 14 Passenger Multifunction School Activity Bus

IFB #: 2022-01
Wellesley Townsman Newspaper
<https://wellesleyps.org/business-office/bids/>
<https://www.commbuys.com/bso>

Proposal Release Date: September 30, 2021 at 9:00 a.m.

Questions Due Date: October 14, 2021 at 1:00 p.m.

Amendments and
Responses to Questions: October 19, 2021 at 1:00 p.m.

Submission Deadline: November 1, 2021 at 1:00 p.m.

Award Date: November 5, 2021

Proposals Opened at: Wellesley Public Schools
40 Kingsbury Street
Wellesley, MA 02481

BID SPECIFICATIONS

- I. For the purchase and delivery of one (1) new 2021 or newer, 14 Passenger Multifunction School Activity Bus (MFSAB).
- II. The minimum evaluation criteria are the standards that will be used to evaluate whether the bid is “responsive” and to identify “responsible” bidders. The minimum standards for this bid are:
 - A. A signed bid indicating that the bidder promises to provide the supply or service specified, that the bidder has not been involved in collusion and that the bidder has paid all state taxes.
 - B. The selected bidder(s) shall be required to provide the issuer with proof of insurance submitted to the Issuer as follows:

<u>General Liability</u>	<u>Minimum Insurance Limits</u>
Bodily Injury & Property Damage	\$1,000,000
Aggregate	\$3,000,000

<u>Automobile Liability</u>	<u>Minimum Insurance Limits</u>
Automobile	\$1,000,000

<u>Umbrella Liability</u>	<u>Minimum Insurance Limits</u>
Umbrella	\$2,000,000
Aggregate	\$2,000,000

Workers’ Compensation Insurance
Coverage for all employees in accordance with Massachusetts General Laws

<u>Professional Liability</u>	<u>Minimum Insurance Limits</u>
Errors & Omissions	\$2,000,000
Aggregate	\$2,000,000

- C. Bidder must supply three (3) references that prove they have successfully provided similar services within the past 5 years. The District will verify references.
- D. Bid Submissions
Vendors must submit a completed Minimum Criteria Checklist, Certificate of Non-Collusion, Tax Compliance Certification, Certificate of Authority (if applicable), W-9 and Bid Form (see page 11). All documents must be in a sealed envelope labeled “ACTIVITY BUS BID: 2022-01” and submitted no later than 1:00 p.m. on Monday, October 25, 2021 to Tricia Simeone, Purchasing Coordinator, Wellesley Public Schools, 40 Kingsbury Street, Wellesley MA 02481. Late bids cannot be accepted.

Purchase Description:

Chassis to be a new 2021 or newer cut-away model as described in these specifications. All Chassis specifications shall meet or exceed those specifications as set forth by the Massachusetts Department of Transportation, Federal Department of Transportation and the Massachusetts Minimum Safety Standards for Construction of School Buses in effect at time of manufacture. (No label unique to the MFSAB.)

Technical Bus Chassis & Body Specifications:

1. 2021 or newer dual wheel cut-away van model or equal
2. Wheelbase 159 inches
3. Gas engine V-8 EFI
4. Automatic Transmission
5. Heavy duty cooling
6. Hydraulic brakes, disc front, drum rear, power ABS
7. Front axle 4,300 lb.
8. Front springs, 4,300 lb.
9. Rear axle, 8,800 lb.
10. Rear springs, 8,600 lb.
11. Front and rear shocks
12. Radial tires, LT225/75R-16D all season
13. Power steering
14. Daytime running lights
15. Battery, 600 CCA minimum
16. 33/35-gallon fuel tank
17. Heat shield around fuel tank
18. Drive line guards to include snow/rub rail at bottom of skirt
19. Dual horns
20. Gauge package
21. Tinted windshield
22. 12,000 lb. GVWR cutaway van chassis
23. 4.10 rear axle ratio
24. Dual rear wheels
25. School bus package and certification
26. Heavy duty alternator (145 amp, minimum)
27. Front heater defroster
28. Front air condition
29. Driver's sun visor
30. Two speed and intermittent wipers and washers, to be mounted on van chassis, not on school bus body
31. Front stabilizer bar
32. Center aisle seating – 14 ambulatory, 36 inch high back Activity seats with built in headrests
33. Lap and shoulder belts – two per seat
34. All seats must meet or exceed FMVSS 222 standard

35. Full acoustic ceiling
36. Roof: exterior and interior panels-aluminum
37. Interior side panels, stucco embossed aluminum
38. Rear emergency door with upper and lower glass & 3-point lock system
39. Full body insulation 1 ½ inch thick, minimum
40. Floor structure, embossed aluminum with steel and aluminum cross members
41. Black rubber floor covering
42. Black ribbed rubber step tread
43. Black ribbed rubber center aisle
44. Split sash side windows with window latch – **tinted glass**
45. Interior dome light, driver dome light with separate switch
46. Electrical panel above driver compartment with door and separate glove box above driver door
47. Stepwell light and 24-inch grab rail at entrance
48. Two back up lights – 7 inch minimum LED
49. Back up camera
50. All exterior lights to be LED
51. ½ inch exterior grade plywood flooring under rubber floor
52. 50,000 BTU rear heater (minimum 50,000 BTU)
53. Body electrical circuits protected by breakers
54. Vinyl seat upholstery/transportation grade
55. Reflective striping around emergency exits, white
56. Aluminum driver's step with mudguard
57. Rear mud flaps
58. Bucket type driver's seat with arm rest
59. Driver's seat belt with self-locking retractors
60. Static roof ventilator
61. Radio in bus AM/FM/CD to include four rear speakers
62. Body and Chassis undercoating
63. Two fender mounted crossview quadrispherical mirrors
64. Corrosion resistant door control
65. First aid kit: Massachusetts' specs
66. 5lb. Fire extinguisher 10BC
67. Reflector triangles
68. 7 inch or greater full wrap-around type 1/8-inch-thick bumper
69. Padded head over entrance door
70. Outward opening entrance door (manual)
71. Emergency door buzzer and pilot lamp
72. 6-inch x 6-inch interior mirror-clear view
73. Rear bulkhead A/C 45,000 BTU minimum with skirt mounted condenser with two fans. Front A/C cannot be combined with rear to achieve minimum rear BTU output
74. Padded shoulder rails
75. White rubber wear plate at manual entrance door

76. Molded rubber wheelhouse covers
77. Meet FMVSS body construction
78. Interior paint-gray
79. One emergency push-out window, each side
80. Backup alarm
81. Specialty roof hatch with buzzer
82. Exterior color – White
83. Rear cargo area with three sided cargo/storage box
84. Lettering per customer specifications (TBD)
85. Three year/36,000-mile bumper/bumper warranty to include structural on body warranty
86. Five year/100,000-mile power train warranty
87. Height callout: must be visible from exterior rear view mirror
88. GVWR callout: clearly displayed at the bottom of the driver's side door
89. Wheel chocks, rubber – 10 inches wide by 8 inches deep by 6 inches high

MINIMUM CRITERIA CHECKLIST

Please complete the checklist of minimum criteria and return it with the bid.

		YES	NO
1.	Bidder signed bid to Agree to provide services/goods in accordance with all bid documents.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Bidder enclosed insurance certificates or binders for all applicable insurance?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Bidder enclosed Certificate of Non-Collusion?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Bidder enclosed Certificate of Tax Compliance Certification?	<input type="checkbox"/>	<input type="checkbox"/>
5.	Bidder enclosed Certificate of Authority (if applicable)?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Bidder enclosed Request for W-9 Form – Taxpayer ID?	<input type="checkbox"/>	<input type="checkbox"/>
7.	Bidder listed three (3) references (below)?	<input type="checkbox"/>	<input type="checkbox"/>

Reference #1

Contact _____
 Company _____
 Address _____
 Telephone _____

Reference #2

Contact _____
 Company _____
 Address _____
 Telephone _____

Reference #3

Contact _____
 Company _____
 Address _____
 Telephone _____

CERTIFICATE OF NON-COLLUSION

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.

Signature of individual submitting bid or proposal

Name of business

Date

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*(Individual or Corporate Name) Signature of person submitting bid or proposal

Name of business

**Social Security Number or Federal Identification Number

Date

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant, and separate forms completed by each subcontractor.

**Your Social Security Number and Federal Identification 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 M.G.L. c. 62C, § 49A.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____ (name of corporation) held on * _____ (date) at which all the Directors were present or waived notice, it was voted that _____ (name), _____ (office) of this corporation, be it he or she, hereby is authorized to execute proposal documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any proposal document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(clerk or secretary)

Place of Business: _____

I certify that I am the clerk/secretary of the _____ and that _____ is the duly elected _____ 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.

ATTEST: _____
(clerk or secretary)

Date:** _____

* This date must be on or before the date of the Contract.

** This date must be on or before the date of the Contract.

W-9 FORM – TAXPAYER ID

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 5.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 5): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		Requestor's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number [][] - [][] - [][][][][]
or
Employer identification number [][] - [][][][][][][]

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BID FORM

As required by Massachusetts Law, all bidders must certify to the following, by signing this page in the space indicated below.

“The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this paragraph, the word “person” shall mean any natural person, joint venture, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.”

“Pursuant to M.G.L., Chapter 62C Section 49A the undersigned certifies under the penalties of perjury that the undersigned has complied with all laws of The Commonwealth of Massachusetts relating to taxes, reporting of employee and contractors, and withholding and remitting child support.”

The undersigned proposes to furnish **One (1) New 14 Passenger Multifunction School Activity Bus Bid Specifications, Terms and Requirements for Bidders and all other Bid Documents** which are part of these Specifications for the following total amount:

(Estimated Delivery Date)
(Words)
(Figures) \$
TOTAL BID AMOUNT IN WORDS AND FIGURES
Bid includes Addenda Numbers

PLEASE SUBMIT BID FORM
IN A SEALED ENVELOPE MARKED “ACTIVITY BUS BID: 2022-01” TO:
 WELLESLEY PUBLIC SCHOOLS BUSINESS OFFICE
 Tricia Simeone, Purchasing Coordinator
 40 Kingsbury Street
 Wellesley, MA 02481

ON OR BEFORE
Monday, October 25, 2021 at 1:00 p.m. as read on the clock in the reception area at the address above.

Signature	
Name	
Company	
Address	
Town/City/State/Zip	
Telephone/Fax	

TERMS AND REQUIREMENTS FOR BIDDERS
(Also called "General Conditions")

The following terms and requirements shall apply and govern all suppliers and bidders and their subcontractors in matters of furnishing and/or installing supplies, services and/or equipment for the Wellesley Public Schools, hereinafter referred to as the "AWARDING AUTHORITY". The Bidder may be hereinafter referred to as the "CONTRACTOR".

1. **CONTRACT DOCUMENTS:**

All bidders to whom awards are made must enter into written contracts with the Wellesley Public Schools District. The contract includes the INVITATION TO BID, TERMS AND REQUIREMENTS FOR BIDDERS, SPECIFICATIONS and the BID FORM. It is the intent of this contract to include all labor, material, appliances and services of every kind, necessary to properly execute the work and to cover the terms and conditions of payments. These documents are to be considered as one and whatever is called for by one shall be as binding as if called for by all.

2. **COMPLETENESS OF BIDS:**

All bids must be complete, including the BID FORM (furnished by the AWARDING AUTHORITY). All spaces are to be filled in, using the word "none" to indicate items not being bid.

3. **BID FORMS:**

All bids shall be submitted on the BID FORM provided by the AWARDING AUTHORITY and shall be subject to all the requirements of the specifications.

4. **DESCRIPTION OF BID FORMS:**

Bidders are requested to submit complete information concerning the items they intend to furnish. Such information would include descriptions, names of manufacturers, specifications as to size and quality, and illustrations. Such information should be identified by the same number, which appears as the item number on the BID FORM.

5. **RECEIVING BIDS:**

Bids received prior to the time established for the receipt of bids will be securely kept unopened. No responsibility will be attached to the AWARDING AUTHORITY for premature opening of a bid not properly addressed and identified. No bid received by the AWARDING AUTHORITY after the time established herein for the opening of bids will be considered, regardless of the cause of delay in receipt of such bid. The School Business Manager, or her designee, of Wellesley Public Schools District whose duty it is to receive all bids, will decide when the specified time has arrived for the opening of the bids. On all bids, any discrepancy between the item or unit cost and its extension shall be corrected on the basis of the item price as quoted.

6. **INTERPRETATIONS:**

No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be made in writing and addressed

to the AWARDING AUTHORITY, via email at schoolbids@wellesleyma.gov, who will make all interpretations and will issue written addenda. No requests will be accepted beyond Thursday, October 7, 2021 at 1:00 p.m. Failure of any bidder to receive any such addenda or interpretation shall not relieve the bidder from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.

7. **CHANGE IN QUANTITIES ORDERED:**

It is expected that additions or deductions in the quantities finally ordered for any of the items in the BID FORM may occur. These additions or deductions shall be paid for or allowed for in accordance with the unit prices listed by the bidders against the items and shall not exceed 10% of the original quantity.

8. **CHANGES IN EQUIPMENT OR WORK:**

The AWARDING AUTHORITY may order changes in the equipment or work in writing only, the contract sum adjusted accordingly. All charges for additional equipment or work must be submitted in advance to the AWARDING AUTHORITY for approval.

9. **CORRECTIONS AND GUARANTEES:**

The bidder must, upon written notice by the AWARDING AUTHORITY, make replacements, corrections or other changes required to make good all defects in design, material, or workmanship developing in the material or equipment under ordinary use and proper care within a period of twelve (12) months after its final acceptance, promptly and without charge unless hereinafter differently specified. Any printed warranties or guarantees which are to be provided shall be placed in the hands of the AWARDING AUTHORITY upon completion of the contract (unless otherwise specified in Bid Document).

10. **CONTRACT SIGNATORY:**

Each proposal shall contain the full name of every person, firm or corporation submitting a bid, and in the case of a corporation, shall state the name and title of the officials of the corporation by whom the contract can be legally signed, and be accompanied by a copy of the corporate vote granting said authority, certified by the clerk of said corporation. Any bid or proposal which lacks this certification may be considered by the AWARDING AUTHORITY to be an incomplete bid and the basis, without more, for rejection by said AWARDING AUTHORITY.

11. **BIDS WRITTEN IN WORDS AND FIGURES:**

The bid or prices shall be written both in words and figures (unless otherwise specified on Bid Form).

12. **WITHDRAWAL OF BID:**

No bidder may withdraw a bid after it has been opened unless a mistake is clearly evident on the face of the bid document.

13. **WITHDRAWAL OF BIDS PRIOR TO OPENING:**

Any bid may be withdrawn on written request dispatched by a bidder in time for delivery in the normal course of business prior to the hour fixed for the opening of bids.

14. **INVESTIGATION OF FINANCIAL RESPONSIBILITY:**

The AWARDING AUTHORITY further reserves the right to investigate the financial responsibility for any and all bidders to determine what assurance the AWARDING AUTHORITY may have of obtaining subsequent service on said equipment after the installation is completed.

15. **PAYMENT:**

The bidder is bidding as to the provision of lease-purchase financing and hereby certifies that. All Bidders should take note that the Lease Purchase Agreement awarded through this IFB is contingent upon the execution of purchase agreement with the supplier of the MFSAB as well as approval of the School Committee and appropriation of funds.

16. **DELIVERY AND INSTALLATION:**

Bid prices shall include the delivery, assembly and installation of all items in the position of their intended use as directed by the AWARDING AUTHORITY (unless otherwise specified in Bid Document).

17. **SAMPLES:**

All bidders must, upon request of the AWARDING AUTHORITY, submit samples for complete and thorough analysis, including the taking apart of such samples in event there is any question concerning the bidders claim for equality of his product to the one specified.

18. **PROTECTION OF AWARDING AUTHORITY FROM ALL CLAIMS ON MATERIALS AND/OR EQUIPMENT:**

The bidder agrees to save the AWARDING AUTHORITY harmless from all liens, claims royalties, license fees, or demands in connection with the material or equipment covered by the agreement and furnish the specified material or equipment free and unencumbered from any and all charges not stipulated in the bid.

19. **PROTECTION OF AWARDING AUTHORITY FROM ALL CLAIMS DURING DELIVERY OR INSTALLATION:**

The bidder agrees to hold the AWARDING AUTHORITY harmless from and against all claims, suits, damages and outlays arising or resulting from or by reason of loss, damage or injury of or to any person or property, wherever located which shall be caused by any action or operation under the agreement.

20. **REJECTION OF EQUIPMENT:**

Any materials or equipment submitted by a bidder which fails to conform to the specifications may be rejected by the AWARDING AUTHORITY, together with any materials or equipment delivered for which there has been no prior written approval by the AWARDING AUTHORITY.

21. **REJECTION AND/OR ACCEPTANCE OF BIDS:**

The right is herein reserved by the AWARDING AUTHORITY to reject any or all bids that may be offered, to accept any bid that may be offered and to accept or reject any part of any bid.

The awarding authority declares its expressed purpose not to award a bid to any bidder unable to furnish satisfactory evidence that he has sufficient skill, ability, experience, integrity, and financial capacity to prosecute and complete the work in accordance with the contract

requirements, and right is further reserved to reject any and all bids not considered to be in the best interest of the WELLESLEY PUBLIC SCHOOLS DISTRICT.

22. **PROPRIETARY SPECIFICATION:**

Description, trade names, references, etc., may be used at the discretion of the School District for the convenience of bidders, and the purpose of setting standards. Bidders are at liberty to offer bids on substitute articles and materials of equal qualities. The AWARDING AUTHORITY will determine whether materials are equal in the meaning of these specifications. Where approval, as equal, is requested, detail descriptions and pictures, cuts or drawings and samples must be submitted. The submitting of samples must be arranged through the Purchasing Coordinator for the WELLESLEY PUBLIC SCHOOLS DISTRICT.

23. **LIQUIDATED DAMAGE FOR FAILURE TO ENTER INTO CONTRACT:**

The successful bidder, upon failure or refusal to execute and deliver the contract and bond, (if a bond is required), within ten (10) days after he has received notice of the acceptance of his proposal, shall forfeit to the AWARDING AUTHORITY, as liquidated damages for such failure or refusal, the security deposited with his approval.

24. **MATERIALS, TOOLS, EMPLOYEES:**

Except as otherwise directed by the AWARDING AUTHORITY, the equipment bidders shall provide and pay for all materials, labor, tools and such other items required to complete the work involved. Such bidders shall be responsible for their work and materials whether handled by their own forces or by sub-contractors until their contract is completed and their equipment accepted by the AWARDING AUTHORITY. All equipment and accessories shall be new, unused, and of recent manufacture, unless otherwise noted.

25. **PERFORMANCE/ PAYMENT BOND:**

(If requested in the Bid Specifications) Assurances from an insurance company must be included in the bid to state that the bidder is capable of and will furnish a bond covering the faithful performance of the contract and payment of all obligations arising hereunder in the amount of one hundred percent (100%) of the contract sum*, in a form acceptable to the AWARDING AUTHORITY and with such sureties as the AWARDING AUTHORITY may approve. The premium for the bond is to be paid by the contractor. (*Unless otherwise specified in Bid Document.)

26. **TAXES:**

No bid shall include any taxes for which the AWARDING AUTHORITY has a tax-exempt status. The AWARDING AUTHORITY will furnish the Massachusetts sales tax registration exemption number as needed. The duty to determine the applicability of such exemption shall be on the bidder or contractor.

27. **BID LISTS:**

Vendors who wish to remain on the active bid list must either submit a bid or a letter of explanation as to the reason for not submitting same, no later than the official BID OPENING.

28. **DELIVERIES:**

The vehicle must be delivered to Wellesley Public Schools with a full tank of gasoline, and between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except on holidays.

29. **LABELING:**

All packages, cartons or other containers must be clearly marked with (a) room designation; (b) description of contents or item number from specification; (c) quantity (d) purchase order number and (e) vendors name and order number.

30. **GUARANTEES:**

Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the bidder for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The bidder shall make any such replacement immediately upon receiving notice from the School Business Manager.

31. **FAIR EMPLOYMENT PRACTICES:**

The bidder will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

32. **MINIMUM WAGE RATES:**

Where applicable, the successful contractor agrees to pay the prevailing wage rates as established by the Department of Labor, Division of Occupational Safety (DOS). Each such bidder, subcontractor or public body shall furnish to the Commissioner of Labor and Industries, within fifteen days after completion of its portion of the work, a statement confirming that the stipulated wage rates have been paid.

33. **COMPLIANCE WITH STATE LAWS:**

Where applicable, the bidder must comply with all statutes regulating competitive bidding and construction contracts for public buildings and public works projects. Including, but not limited to, Mass. General Laws, Chapter 7, Chapter 29, Chapter 30, Chapter 40, Chapter 43, Chapter 44, Chapter 93, and Chapter 149. It is the bidder's responsibility to have complete knowledge of any bidding requirement stated in the Massachusetts General Laws.

AGREEMENT FOR MULTIFUNCTION SCHOOL ACTIVITY BUS

The following provisions shall constitute an Agreement between the Town of Wellesley, acting by and through its School Committee, hereinafter referred to as "Town," and _____ with an address of _____ hereinafter referred to as "Contractor", effective as of the ____ day of _____, 202___. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with _____, including the scope of services set forth in Attachment A (Invitation for Bids: New 14 Passenger Multifunction School Activity Bus).

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____ through _____.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$_____. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) day's written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the 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 shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: 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.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

<u>General Liability</u>	<u>Minimum Insurance Limits</u>
Bodily Injury & Property Damage	\$1,000,000
Aggregate	\$3,000,000

<u>Automobile Liability</u>	<u>Minimum Insurance Limits</u>
Automobile	\$1,000,000
<u>Umbrella Liability</u>	<u>Minimum Insurance Limits</u>
Umbrella	\$2,000,000
Aggregate	\$2,000,000
<u>Workers' Compensation Insurance</u>	
Coverage for all employees in accordance with Massachusetts General Laws	
<u>Professional Liability</u>	<u>Minimum Insurance Limits</u>
Errors & Omissions	\$2,000,000
Aggregate	\$2,000,000

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty-day notice of cancellation to the Town.

ARTICLE 13: 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.

ARTICLE 14: 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.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

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

CONTRACTOR

TOWN OF WELLESLEY

By

by its School Committee

Printed Name and Title

Approved as to Availability of Funds, based on the choice of menu option(s) set forth in Attachment B (Price Sheet):

Town Accountant