

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.

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 -1 (e)4 (s)-1 (t)-2 (o dDMm7 BDC -30C -30C -30C -30C -30C -30C -309d33-2 (1:)-2 5/(-)Tj2.33

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

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

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. Re

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"/> | |

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

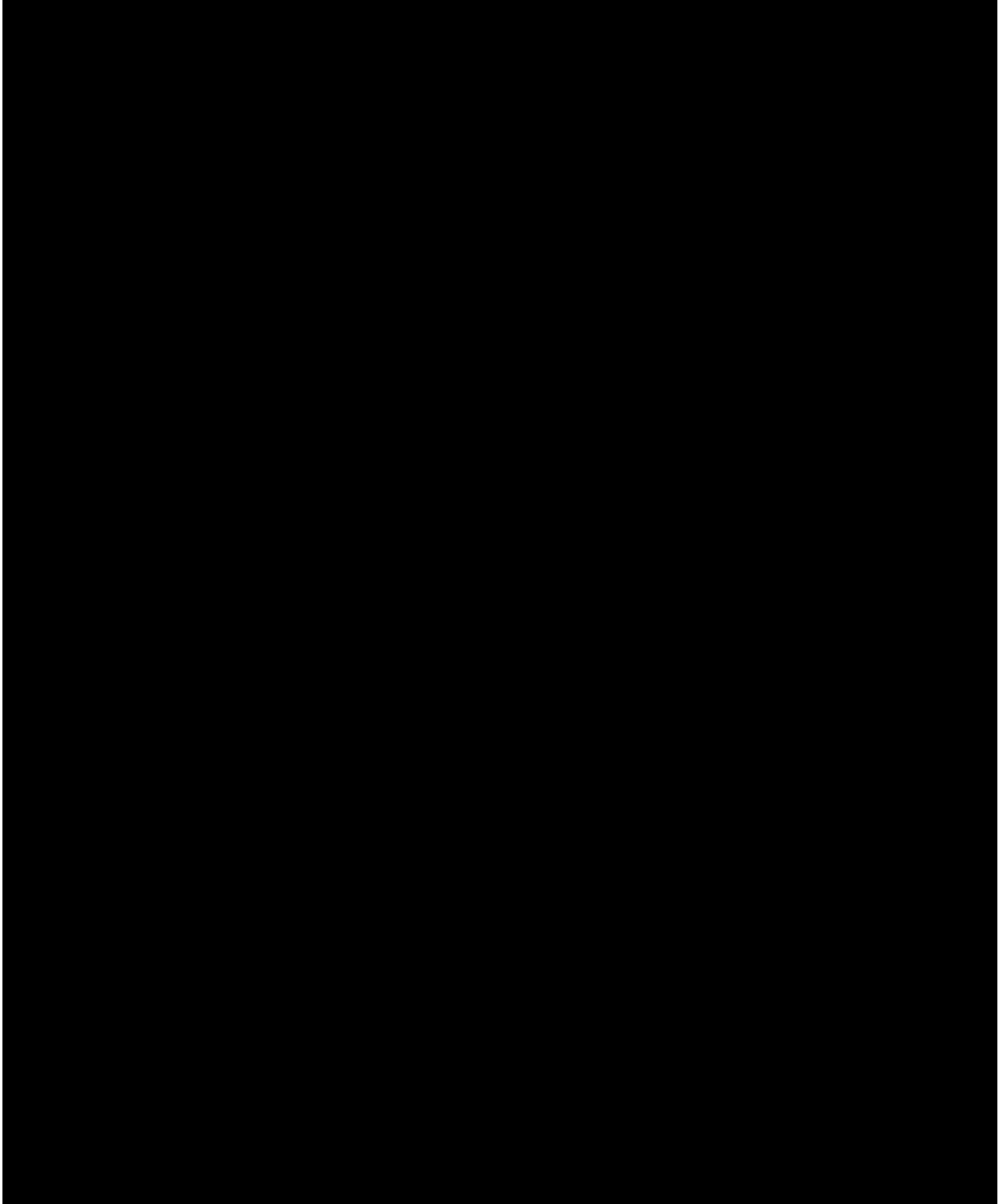
Name of business

**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

W-9 FORM – TAXPAYER ID



later.

WELLESLEY PUBLIC SCHOOLS

2021 W-9 Form

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BID FORM

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**

29. **LABELING:**

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.

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:

Automobile Liability
Automobile

Minimum Insurance Limits
\$1,000,000

Umbrella Liability
Umbrella
Aggregate

Minimum Insurance Limits
\$2,000,000
\$2,000,000

Workers' Compensation Insurance

Coverage for all employees in accordance with 220 Td(\$2,000,000)Tj()TjEMC /P /MCID m5 (US)

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

CONTRACTOR

By

By a