

Town of Needham
Needham Public Schools
1330 Highland Avenue – 1st Floor
Needham, Massachusetts 02492
Telephone 781-455-0400 X207 Fax 781-455-0417

Acknowledgement of Receipt

Release Date	May 13, 2010
Bid Title	Two (2) Seventy-One (71) Passenger School Buses
Bid Number	RFP 11SCH-013GX
Bids are Due	Friday, June 4, 2010, at 10:00 AM at 1330 Highland Avenue, Needham, MA 02492. ,
Please provide the requested information below as acknowledgment that you have received our Invitation for Bid (IFB) noted above. It is <u>recommended</u> that interested bidders complete this acknowledgment and return via Fax to the Needham Public Schools, Director of Financial Operations at (781) 455-0417 or by mail. Only by doing this, will the School Department be able to provide notification of any addenda or answered questions relating to this IFB. Only those companies or individuals shown on the Distribution Register will receive addenda to this IFB. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive.	
Name of Company or Individual	
Name / Title of Contact	
Address (line 1)	
Address (line 2)	
Telephone Number	
Fax Number	
E-mail Address	
Signature	
Date	
Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. Please allow enough time for hand delivery or facsimile transmissions.	

**NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham, MA 02492**

May 2010

INVITATION FOR BIDS

Town of Needham

School Department

Purchase of Two (2) Seventy-One (71) Passenger School Buses
Town Bid # 11SCH-013GX

The Needham School Committee invites sealed bid proposals for two (2) Seventy-one (71) passenger school buses, to be furnished, set up, delivered and installed, to the Needham Public School Administration Building, by August 1, 2010. Copies of the bid requirements are available from the Office of the Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492, beginning, **Thursday May 13, 2010 at 8:00 AM.**

Bids are returnable to the Office of the Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492 until **Friday, June 4, 2010, at 10:00 AM**, at which time and place they will be publicly opened. Needham Public Schools reserves the right to reject, in whole or in part, any or all bids, if doing so serves the best interest of the School Department. The School Committee is the awarding authority.

Dan Gutekanst
Superintendent of Schools
Town of Needham
Needham, Massachusetts

NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham, MA 02492

May 2010

Purchase of Two (2) Seventy-One (71) Passenger School Buses

I. INFORMATION & INSTRUCTIONS TO BIDDERS

1. Questions:

Bidders must read these specifications carefully. Questions about the specifications shall be submitted in writing or faxed to:

Barry S. Nectow
Assistant to the Director of Financial Operations
Needham Public Schools
1330 Highland Avenue
Needham, MA 02492
Telephone (781) 455-0400 Ext. 207
Fax (781) 455-0417

2. Bid Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be e-mailed, mailed, or faxed to all bidders on record as having received the IFB.

3. Bid Preparation and Submission:

- A. Bids will be received by the Director of Financial Operations, Needham Public Schools, 1330 Highland Avenue, Needham, MA 02492, until **Friday, June 4, 2010, at 10:00 AM**, at which time and place they will be publicly opened.
- B. Bids shall be prepared, considered, and the Contract(s) awarded in accordance with Massachusetts General Law (M.G.L.) Chapter 30B.
- C. Bids are to be enclosed in a sealed envelope, plainly marked as follows: "**Bid for the Purchase of Two (2) Seventy-One (71) Passenger School Buses.**" If forwarded by mail, the bid must be enclosed in another envelope addressed as specified in the bid specifications.
- D. Bidders may correct, modify or withdraw a bid by written notice received by the Director of Financial Operations prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, 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 bidder will

be allowed to correct them. If a mistake and the intended bid are clearly evident to Needham Public Schools on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder 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.

- E. Bids received after the date and time specified shall not be considered.
- F. Bids are to be prepared and submitted on the bid forms provided herein. Bids submitted on other forms, which are incomplete, or which are not signed, may be rejected.
- G. A bid must be signed as follows: 1) if a bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

H. Bid Security:

- (1) Bid Deposit: (To be made payable to "Town of Needham") Each bid must be accompanied by a certified or cashier's check, in the amount not less than five percent (5%) of the Total Bid Price including any alternates. Every bid which is not accompanied by the prescribed bid deposit shall be rejected. Checks will be returned to all bidders except the three (3) lowest bidders within five (5) working days after the opening of bids, and the remaining checks will be returned promptly after the Needham Public Schools and the accepted bidder have executed the Contract, or, if no award has been made within thirty (30) working days after the date of the bid opening, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his/her bid.
- (2) Performance Bond: Prior to the execution of a contract, the contractor will be required to deliver a Performance Bond, in an amount equal to the total amount of the bid, from a bonding company authorized to do business in Massachusetts and satisfactory to the Committee. The Performance Bond will be returned upon acceptance of the buses by the Needham Public Schools.

- I. A complete bid will include one original and one copy of the following forms, completed in full and appropriately signed, as well as the deposit and performance bond specified in Section H above:

Bid Form I	Bidder Information & Certification
Bid Form II	Statement of Bidder Qualifications
Bid Form III	Bid Specifications/Bid Specification Exception Form
Bid Form IV	Bid Prices – Purchase of Two (2) 71 Passenger School Buses
Bid Form V	Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion
Bid Form VI	Certificate of Corporate Vote
Bid Security	1 - Certified or cashier's check in the amount of 5% or more of the bid
Deposits	amount; 2 – Performance Bond.

- I. The School Committee of Needham (Committee) reserves the right to reject in whole or in part any and all bids, if the Committee determines that cancellation or rejection serves the best interests of the District.

- J. All bid prices submitted in response to this IFB must remain firm for sixty (60) days following the bid opening.

4. Rule for Award - Contract(s) Issuance:

1. One contract for the **Purchase of Two (2) 71 Passenger School Buses** will be awarded to the responsive and responsible bidder(s) with the lowest bid price, meeting all of the terms and conditions of this IFB, including furnishing, set up, delivery and installation, at the Needham Public School Administration Building, by August 1, 2010, plus meet all of the specifications required on the **Bid Specifications/Bid Specification Exception Form** included herein.
 - A. The Needham School Committee, acting through its Superintendent, will award the contract under this bid within sixty (60) business days after the opening of the bids, conditioned on submission by the successful bidder of evidence of ability to perform satisfactorily to the Committee, evidence of insurance coverage and execution of a signed contract(s).
 - B. The successful bidder must enter into the Short Form Agreement prepared by Town Counsel of the Town of Needham (Appendix A), or a contract(s) in substantially similar format.
 - C. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his failure or refusal to execute and deliver the Contract required within thirty (30) calendar days after receipt of notice of the acceptance of the bid, shall forfeit to the Needham Public Schools, as liquidated damages for such failure or refusal, the security deposited with the bid.
 - D. **PENALTY FOR LATE FURNISHING, SET UP, DELIVERY AND INSTALLATION:** Time is of the essence and, as such, the contract will contain language stating that a late penalty of \$500.00/day, will be assessed to the contract holder, for late furnishing, set up, delivery and installation of the two (2) School Buses, beyond August 1, 2010. Additionally, the contract holder agrees to provide Two (2) School Buses to the Needham Public Schools, at no charge, until such time that the Two (2) School Buses provided for in this bid and the subsequent contract, are furnished, set up, delivered and installed, to the satisfactory of the Needham Public Schools.
 - E. Should there be a reason why the Contract(s) cannot be awarded within the time referenced herein, the time for award may be extended by mutual agreement between the Needham Public Schools (NPS) and the successful bidder.
 - F. This Contract(s) is subject to cancellation if funding is not appropriated or otherwise not made available.

5. Contract(s) Adjustments:

Without invalidating the Contract(s), the Needham School Committee may, at any time, and from time to time, by written order, change, increase or omit any part of the work, or change the Contract(s), or specifications, or require the company who is awarded the contract(s) (Contractor) to furnish extra equipment or extra labor relating to the work, and the Contractor shall conform to such orders. No change in the work shall be allowed, unless the order is signed by a Needham School Committee representative.

6. Bidder Qualifications:

A. To be considered qualified under this bid:

- a. Bidders must provide all services specified herein, and comply with all bid submission requirements.
- b. Bidders must provide evidence of satisfactory ability, experience and capital to execute the requirements, specifications, and conditions of this Bid. Bidder minimum qualifications are detailed in Section VI: "Evidence of Ability to Perform."

B. The School Committee reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the District may have of subsequent service. It further reserves the right to withhold the awarding of any contract(s) under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the Bid Documents.

II. PURCHASE DESCRIPTION & SCOPE OF SERVICES:

A. General Information

The bid will cover the purchase of Two (2) Seventy-One (71) School Buses, to be furnished, set up, delivered and installed, to the Needham Public School Administration Building, by August 1, 2010.

B. Vehicle Minimum Specifications

- 1) The chassis is to be a new, 2011 model year, with capacity of seventy-one (71) passengers.
- 2) The contractor shall provide vehicles, which shall be constructed, equipped and conform with the applicable laws and regulations of the Federal Department of Transportation, The Massachusetts Department of Transportation, the Massachusetts Minimum Standards for Construction of School Buses (540 CMR 7.00) and the General Laws of the Commonwealth of Massachusetts, in particular, but not limited to, the following sections of Chapter 90:
 - i. Section 1: Definitions
 - ii. Section 7A: Rules and Regulations for Periodic Inspections of Motor vehicles: School Buses; Fees
 - iii. Section 7B: Equipment and Operation of School Buses
 - iv. Section 7C: Minimum Standards for Construction and equipment of School Buses
- 3) Specific Specifications – The following must be included on the buses:

- i. The buses must be equipped with 28" high back, padded, "New York" style seats.
- ii. Door-Entrance: The buses must be equipped with an outward opening entrance door, non-electric.
- iii. Brakes: The buses must be equipped with Hydraulic Brakes with ABS.
- iv. Engine: The engine is not to exceed 220 horsepower.
- v. Wheelbase: The wheelbase is not to exceed 276 inches.
- vi. Transmission: Automatic only.

III. INSURANCE COVERAGE

1. The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Contract(s), and shall have the **Town** as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 single limit for bodily injury liability and \$1,000,000 single limit for property damage liability.
2. The Contractor shall, before commencing performance of this contract(s), provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the contract(s) and shall continue such insurance in full force and effect during the term of the contract(s).
3. All of said insurance is to be written with an insurance carrier legally authorized to operate within the Commonwealth of Massachusetts and approved by the Committee.
4. The Contractor shall agree to indemnify the Committee and the Town and save them harmless from any and all costs of defending any action arising from this contract(s), including reasonable legal fees and expenses.
5. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the contract(s) is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.
6. Certificates of insurance must be submitted to the Committee prior to the contract(s) award as evidence of the required insurance, and shall become a part of the contract(s). A copy of this certificate and any and all renewals must be filed with the Director of Financial Operations by July 1 of each school year, during the contract(s) period.
7. No cancellation of the insurance coverage by the insurer shall be valid unless seven (7) days written notice is given to the Committee, evidenced by a return receipt.
8. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract(s) and shall be cause of immediate termination thereof subject to remedies outlined under Section VII: "Remedies of the Committee."

IV. ASSUMPTION OF LOSS AND LIABILITY

1. The Contractor agrees that it shall pay or cause to be paid for all labors performed or furnished, all materials used or employed in the performance of the work under the contract(s), and all rental or hire of appliances and equipment employed in the work.
2. The Contractor is retained solely for the purpose and to the extent set forth in this agreement. During the term of this contract(s), the Contractor's relationship to the Town shall be that of an independent contractor. The Contractor shall have no capacity to involve the Town in any contract(s), or to incur any liability on the part of the Town.

V. PAYMENTS & ASSIGNMENTS

1. Payments for all supplies and services covered by this bid will be made within forty five (45) days after receipt of an approved invoice each month. Invoices are to be submitted at the end of each calendar month.
2. The Contractor will be paid for supplies and services rendered at the rates specified on Bid Form IV.
3. No assignment or subletting of the contract(s) or work or assignment of money due or to become due shall be made without the advanced written consent of the Committee, which shall be at the Committee's sole discretion.

VI. EVIDENCE OF ABILITY TO PERFORM

1. It is the intent of the Needham School Committee not to award a contract(s) to any bidder who does not furnish evidence of satisfactory ability, experience and capital to execute the requirements, specifications, and conditions of this Bid.
2. Bidders may be required to further submit the following pertinent information:
 - a. A balance sheet and a statement of profit and loss prepared and certified by the bidder's certified public accountant reflecting financial status for each of the three (3) preceding fiscal years.
3. The School Committee reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It further reserves the right to withhold the awarding of any contract(s) under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the Bid Documents.

VII. REMEDIES OF THE COMMITTEE

1. If the Contractor fails to perform services or perform services in a manner which is not pursuant to the terms and conditions of this contract(s), the Committee may make a reasonable purchase or contract(s) to procure services in substitution, and may deduct the cost of any substitute contract(s), or the damages

sustained by the Committee due to non-conformance of services, together with incidental and consequential damages from the contract(s) price, from sums due or to become due to the Contractor.

2. If the damages sustained by the Town as determined by the Superintendent exceed sums due or to become due, the Contractor shall pay the difference to the School Committee upon demand.
3. The Contractor agrees that if it is determined at any time by the Committee that the Contractor has substantially violated any of the provisions of this contract(s), the Committee shall, after having given the Contractor a hearing before the Committee, terminate this contract(s) at any time. Determination may be based on default in performance, nonconformity of performance, deficiency excused by failure to pre-suppose conditions, breach of the terms and conditions of this contract(s), failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or if a general assignment for the benefit of the Contractor's creditors impairs the value of service under this contract(s).
4. The Committee reserves the right to amend this contract(s) or any part thereof, from time to time, upon giving written notice to the Contractor seven (7) days in advance of the implementation date of the amendment.
5. The Committee reserves the right to assess penalty fees against the Contractor for failure to perform as specified, not to exceed the per diem amount per failure.

VIII. COMMITTEE'S RIGHTS

1. The Committee reserves the right to reject any or all bids or any parts thereof whenever the interest of the Town shall require and award the contract(s) to the lowest responsible bidder.
2. All specifications will be incorporated into the Contract(s) by reference.
3. The Committee reserves the right to cancel the contract(s) unilaterally on thirty (30) days notice for violation of any part of the contract(s), but in so doing, will not waive any rights or remedies which the Town may have against the Contractor.

Bid Form I
Needham Public Schools
BIDDER INFORMATION & CERTIFICATION

BIDDER IDENTIFYING INFORMATION:

Company Name: _____
Main Office Address: _____
Official Mailing Address: _____
Contact Person: _____
Telephone Number: _____ Fax Number: _____
E-Mail Address: _____

The named organizational entity submitting this Bid is (check one):

Proprietorship ☐

Partnership ☐

Corporation ☐

NAMES AND ADDRESSES OF PRINCIPALS:

List below the names and addresses of all owners or partners. If the bidder is a corporation, list the names and addresses of the principal stockholders and the names of the executive personnel:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

SIGNATURE/ ACKNOWLEDGEMENT:

This section must be signed by an individual with the authority to commit the bidding entity to a binding agreement. If the Bidder is an individual, this section must be signed by the Bidder, personally. If a partnership, the Bid must be signed by the name of the partnership, followed by the signature of each partner. If a corporation, the Bid must be signed by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporate Seal affixed (see Bid Form VI.)

The undersigned assures that this bid, as presented on Bid Forms I-VI, is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work. Additionally, the undersigned assures that he/she has informed himself/herself fully of the information presented in Section I: Information And Instructions To Bidders, and that he/she has made his own examinations and estimates and from them makes this Bid.

Bid Form I

Needham Public Schools
BIDDER INFORMATION & CERTIFICATION (PAGE 2)

The undersigned also understands that the School Committee reserves the right to waive any informalities in, to reject any and all bids, or any part thereof and/or accept any bid or part thereof, or to select a bidder whose bid is not the lowest, which it considers to be in the best interests of the Needham Public Schools and the Town of Needham.

With the above understanding, the undersigned proposes to furnish Two (2) Seventy-One (71) Passenger School Buses and to comply in all respects with said specifications for the sum or sums stated herein. In addition, the undersigned agrees, that, if awarded this contract(s), he/she will execute a contract(s) within Sixty (60) business days, after presentation by the awarding authority, in accordance with the terms of this Bid.

Signature of Bidder *: _____

Name of Bidder: _____

Title of Bidder: _____

Date: _____

* If a partnership, additional partners should sign below:

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

Bid Form II
Needham Public Schools
STATEMENT OF BIDDER QUALIFICATIONS

The following information is provided as evidence of the bidder's qualifications to perform work, as bid upon, in accordance with the contract(s) specifications. All questions must be answered. Additional data may be submitted on separate, 8.5 x 11 inch attached sheets.

Company Name: _____

When Organized: _____ Where Incorporated if a Corporation: _____

Number of Years of Contract(s)ing Under Present Name: _____

A. List of Contract(s)s: Please list contract(s)s performed within the last five (5) years of similar size or scope to that proposed in this IFB. Description of services provided shall include rates, and any other material or information to adequately describe the program offered. Such information must be submitted with the Bid Documents:

A. Contract(s): _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Contract(s) Value \$: _____ Contract(s) Years: _____ Service Quantity: _____
Description and Date(s) of Services Provided: _____

B. Contract(s): _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Contract(s) Value \$: _____ Contract(s) Years: _____ Service Quantity: _____
Description and Date(s) of Services Provided: _____

Bid Form II
Needham Public Schools
STATEMENT OF BIDDER QUALIFICATIONS (PAGE 2)

List of Contract(s) (Continued):

C. Contract(s): _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Contract(s) Value \$: _____ Contract(s) Years: _____ Service Quantity: _____
Description and Date(s) of Services Provided: _____

D. Contract(s): _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Contract(s) Value \$: _____ Contract(s) Years: _____ Service Quantity: _____
Description and Date(s) of Services Provided: _____

E. Contract(s): _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Contract(s) Value \$: _____ Contract(s) Years: _____ Service Quantity: _____
Description and Date(s) of Services Provided: _____

**Bid Form II
Needham Public Schools
STATEMENT OF BIDDER QUALIFICATIONS (PAGE 3)**

B. Describe facilities, personnel, etc. used to perform services under this agreement:

C. List any work the firm has failed to complete, where and why:

D. If you have ever defaulted on any contract(s), state where and why:

E. If requested, will you furnish a detailed Financial Statement and other information requested by the Needham School Committee? _____

Bid Form III
Needham Public Schools
Purchase of Two (2) Seventy-One (71) Passenger School Buses
Bid Specifications/Bid Specification Exception Form

The contractor shall provide vehicles, which shall be constructed, equipped and conform with the applicable laws and regulations of the Federal Department of Transportation, The Massachusetts Department of Transportation, the Massachusetts Minimum Standards for Construction of School Buses (540 CMR 7.00) and the General Laws of the Commonwealth of Massachusetts, in particular, but not limited to, the following sections of Chapter 90:

1. Section 1: Definitions
2. Section 7A: Rules and Regulations for Periodic Inspections of Motor vehicles: School Buses; Fees
3. Section 7B: Equipment and Operation of School Buses
4. Section 7C: Minimum Standards for Construction and Equipment of School Buses

Specification	(Indicate “Yes or “No”)	Explain “No” answers
Bus meets the Federal Department of Transportation requirements		
Bus meets the Massachusetts Department of Transportation requirements		
Bus meets the Massachusetts Minimum Standards for Construction of School Buses (540 CMR 7.00) requirements		
Bus meets the General Laws of the Commonwealth of Massachusetts, Chapter 90		
The chassis is to be a new, 2011 model year, with capacity of seventy-one (71) passengers		
The buses must be equipped with 28” high back, padded, “New York” style seats		
Door-Entrance: The buses must be equipped with an outward opening entrance door, non-electric		
Brakes: The buses must be equipped with Hydraulic Brakes with ABS		
Engine: The engine is not to exceed 220 horsepower		
Wheelbase: The wheelbase is not to exceed 276 inches		
Transmission: Automatic only		

**Purchase of Two (2) Seventy-One (71) Passenger School Buses
Bid Specifications/Bid Specification Exception Form (Page 2)**

Signature of Bidder: _____

Name of Bidder: _____

Title of Bidder: _____

Date: _____

Bid Form IV

Needham Public Schools
Bid Price Proposal - Purchase of Two (2) Seventy-One (71) Passenger School Buses

The undersigned proposes to bid for the furnishing, delivery, and installation and set up of Two (2) 71-passenger school buses in accordance with the scope of services and specifications herein. This price proposal form is to be signed by an individual authorized to negotiate for and commit the Proposer to a binding agreement. The bid price indicated on this form shall be construed to cover all costs incurred by the contractor in the performance of this contract, including furnishing, delivery, installation and set up. All bid prices are to be indicated in ink (or typewritten), and written in both longhand and numerals. If there appears to be a discrepancy between these figures, the price indicated in longhand shall prevail.

Company Name: _____

I. BID PRICE

TOTAL COST OF TWO (2) SCHOOL BUSES INCLUSIVE OF PRODUCT FURNISHING, DELIVERY, INSTALLATION, AND SET UP:

\$ _____

_____ Dollars
(Amount in longhand)

II: WARRANTY:

Please state length of time of warranty and items covered (Use separate sheet of paper, if necessary)

Signature of Bidder: _____

Name of Bidder: _____

Title of Bidder: _____

Date: _____

Bid Form V
Needham Public Schools
CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS & NON-COLLUSION

I. Certificate of Compliance with Massachusetts Tax Laws:

Pursuant to Mass. Gen. L. Ch. 62C, Sec. 49, I certify under the pains and penalties of perjury that the **CONTRACTOR**, to my best knowledge and belief, has filed all state tax returns and paid all state taxes required under the laws of the Commonwealth of Massachusetts.

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

II. Certificate of Non-Collusion:

Massachusetts General Law, Chapter 701 of the Acts of 1983 requires that bidders certify as follows:

The undersigned certifies under the pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any 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

Print name of Person Signing Bid

Name of Business or Entity

Date Signed

Bid Form VI
Needham Public Schools
CERTIFICATE OF CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____.
(Name of Corporation)

held on _____(1), at which all the Directors were present or waived notice, it was voted
(Date)

that _____ of this corporation, be it he or she, hereby is
(Name of Officer Authorized to Sign for Corporation)

authorized to execute bid documents, contract(s) and bonds in the name

(Corporate Office)

and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract(s) 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 hereby certify that I am the clerk/secretary of the _____ and that
(Name of Corporation)

_____ is the duly elected
(Name of Officer Authorized to Sign for Corporation)

_____ of said corporation, and that the above vote has not
(Corporate Office)

been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(Clerk or Secretary)

Date _____(2)

1. This date must be on or before the date of the Contract(s)
2. This date must be on or before the date of the Contract(s)

APPENDIX A
SHORT FORM AGREEMENT
BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT for _____ (hereinafter the "Project") is made the _____ day of _____, 200____, by and between _____ a corporation (*or partnership, etc.*) organized under the laws of the Commonwealth of Massachusetts (*or the State of _____*), with a usual place of business at _____, hereinafter called the **Contractor**, and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, hereinafter referred to as the **Town**.

WITNESSETH that the **Contractor** and the **Town**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The **Contractor's** Bid or Proposal;
3. The Invitation For Bids, Bid Specifications, Request For Proposals Or Purchase Description, if any;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **Town**.

ARTICLE 2. SCOPE OF THE WORK

The **Contractor** shall furnish all materials, labor, equipment and perform all work shown on the contract documents, and the **Contractor** agrees to do everything required by this Agreement and the contract documents.

ARTICLE 3. TERM OF AGREEMENT

The work to be performed under this Agreement shall be commenced immediately and shall be entirely completed by _____. The **Contractor** hereby agrees that if he fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the **Town**, the **Town** may give notice to the **Contractor** in writing to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice if the work is not proceeding to the satisfaction of the **Town**, the **Contractor** shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4. THE CONTRACT SUM

The **Town** shall pay the **Contractor** for the performance of this Agreement the sum of \$ _____ (_____ dollars), including all reimbursable expenses.

ARTICLE 5. PAYMENT

a) The **Town** shall make payment as follows:

One final payment of the entire contract amount thirty days after receipt of an invoice provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

- b) With any invoice the **Contractor** shall submit evidence satisfactory to the **Town** that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- c) If for any reason the Town makes a payment under this Contract in error, the Town may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- d) Invoices for services procured under this contract are to be sent to:

Attn: Accounting Department
Needham Public Schools
1330 Highland Avenue
Needham, Massachusetts 02492

e) The Town is not responsible for payment of invoices sent to an address other than specified in 5.d of this Agreement.

ARTICLE 5A. PROMPT PAYMENT DISCOUNTS

The **Contractor** will allow a _____% prompt payment discount for payment made by the **Town** within _____ days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

ARTICLE 6. NONPERFORMANCE

In the case of any default on the part of the **Contractor** with respect to any of the terms of this Agreement, the **Town** shall give written notice thereof, and if said default is not made good within such time as the **Town** shall specify in writing, the **Town** shall notify the **Contractor** in writing that there has been a breach of the Agreement and thereafter the **Town** shall have the right to terminate this contract and secure the completion of the work remaining to be done on such terms and in such manner as the **Town** shall determine, and the **Contractor** shall pay for the completion of such work and reimburse the **Town** for all expenses incurred by reason of said breach. The **Contractor** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract

sum, and the amount of any balance due the **Contractor** shall be determined by the **Town** and certified to the **Contractor**.

ARTICLE 6a. PENALTY FOR LATE FURNISHING, SET UP, DELIVERY AND INSTALLATION

Contractor agrees to pay a late penalty of \$500.00/day, for the late furnishing, set up, delivery and installation of the two (2) School Buses, beyond August 1, 2010. Additionally, the contract holder agrees to provide Two (2) School Buses to the Needham Public Schools, at no charge, until such time that the Two (2) School Buses provided for in the bid and this contract, are furnished, set up, delivered and installed, to the satisfactory of the Needham Public Schools.

ARTICLE 7. TERMINATION

- a) In addition to the provisions of Article 6, the **Town** shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.
- b) The **Contractor** shall have the right to terminate this Agreement if the **Town** fails to make payment within 30 days after it is due.

ARTICLE 8. EMPLOY COMPETENT PEOPLE

The **Contractor** shall employ only competent people to do the work. Whenever the **Town** shall notify the **Contractor** in writing that any person under the **Contractor's** employ is, in the **Town's** opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the **Town**.

ARTICLE 9. CHANGE IN SCOPE OF SERVICES

If this contract is pursuant to M.G.L. Ch. 30B, the **Town** may increase the quantity of supplies or services or both specified in this Agreement provided:

- a) the unit prices remain the same or less;
- b) the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the **Town** and is more economical and practical than awarding another contract;
- c) the **Town** and **Contractor** agree to the increase in writing;
- d) the increase in the total contract price does not exceed 25 percent but a contract for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and
- e) the **Town**, with the agreement of the **Contractor**, may reduce the unit price for supplies or services or both specified in a contract to be paid by the **Town** at any time during the term of the contract or when an option to renew, extend or purchase is exercised.

ARTICLE 10. NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

Needham Public Schools:

Name: Anne Gulati
Title: Director of Financial Operations
Address 1330 Highland Avenue
Needham, MA 02492

The Contractor:

Name _____
Title _____
Company _____
Address _____

ARTICLE 11. INSURANCE

- a) The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Contract, and shall have the **Town** as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability. In the event this Agreement is for professional services, the **Contractor** shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$10,000.
- b) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the contract is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.
- c) The **Contractor** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.
- d) Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 12. INDEMNIFICATION

The **Contractor** shall indemnify, defend, and save harmless the **Town** and all of the **Town's** officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of

defending any action, for or on account of any injuries to persons or damage to property of the **Town** or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the **Contractor**, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Agreement and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the **Contractor** under the Contract.

ARTICLE 13. PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the **Contractor** agrees to pay the prevailing wage and comply with G. L. c. 149, §§ 26 - 27D and a Statement of Compliance is included in the Contract Documents. Pursuant to M.G.L. c. 149 §§ 26 & 27B, the **Contractor** (and every Subcontractor) shall file weekly certified payroll records with the **Town** for all employees who have worked on the Project. The **Town** and the **Contractor** must preserve said records for a period of not less than three years.

ARTICLE 14. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 15. GUARANTEE OF WORK

- a) Except as otherwise specified, all work shall be guaranteed by the **Contractor** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **Town** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the **Contractor** shall, promptly upon receipt of notice from the **Town** and at its own expense:
 - 1) Make goods and services conform to this Agreement;
 - 2) Make good all damage to the **Town**, or equipment or contents thereof, which, in the opinion of the **Town**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
 - 3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 16. GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 17. CONSENT TO VENUE

- a) The **Contractor** agrees that it shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the **Contractor**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
- b) It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
- c) Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the **Contractor** commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the Town acts to dismiss or otherwise dispose of the suit, the **Contractor** shall dismiss its suit and be liable to the **Town** for the reasonable legal fees and costs needed to have the matter dismissed.
- d) The **Contractor** hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, return receipt requested, to its address as set forth in this Agreement.
- e) The **Contractor** shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

ARTICLE 18. WORK PRODUCT

Upon payment of all amounts due under this Agreement, the **Town** shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations and electronic data created under this Agreement. The **Town** agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the **Contractor** harmless from any liability of the **Town's** use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor the **Contractor** shall provide to the **Town** a writing from the Subcontractor that he assents to this Work Product Article.

ARTICLE 19. SUBCONTRACTING

The **Contractor** shall not subcontract any of the work, which it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the **Town**.

ARTICLE 20. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the **Contractor** as an independent contractor. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the **Town** and the **Contractor**.

ARTICLE 21. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **Town** and the **Contractor** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **Town** and the **Contractor**. Neither the **Town** nor the **Contractor** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 22. CONFLICT OF INTEREST

By execution of this Agreement with the **Town**, the **Contractor** acknowledges that the **Town** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **Contractor** based on said statute.

ARTICLE 23. CONFIDENTIALITY

The **Contractor** shall comply with Massachusetts General Law Chapter 66A if the **Contractor** becomes a "holder" of "personal data". The **Contractor** shall also protect the physical security and restrict any access to personal or other **Town** data in the **Contractor's** possession, or used by the **Contractor** in the performance of this Contract, which shall include, but is not limited to the **Town's** public records, documents, files, software, equipment or systems.

ARTICLE 24. SEVERABILITY

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

ARTICLE 25. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to M.G.L., c. 62C, §49A, the undersigned, acting on behalf of the **Contractor**, certifies under the pains and penalties of perjury, to the best of the undersigned's knowledge and belief, that the **Contractor** is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

IN WITNESS WHEREOF the parties hereto have executed THREE copies of this Agreement the day and year first above written.

CONTRACTOR: _____

By*: _____

Title: _____

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

NEEDHAM PUBLIC SCHOOLS

By its: Superintendent:

_____ Date: _____
Daniel Gutekanst

This is to certify that the funds have been appropriated by the Town of Needham for the purposes set forth in the Contract herein.
A/C#:

This is to certify that this procurement was made on behalf of the Town of Needham in accordance with the requirements of M.G.L., Ch. 30B.

Town Accountant
Date:

Procurement Officer
Date:

Approved As To Form:

David S. Tobin, Town Counsel
Town of Needham
Date: