

INVITATION FOR BIDS

Westwood School Bus Service Bid # SCH-22-B-008

I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

- The Town of Westwood, Westwood Public Schools, requires transportation services in accordance with the provision of the General Specification and Requirements and the Bid forms. Bid will be submitted in accordance with all specifications, which shall be a part of the contract.
- All Bids must be delivered by **11:00AM on May 19, 2022** to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090
- If the Bidder is using a delivery service, the package must be signed for by a Westwood Town Hall staff to be considered properly delivered.
- Bids sent by courier can be dropped off in the Town Mail Drop Box. The drop box is a green mailbox in front of Town Hall labeled “Town Hall Mail Drop Only.” This box is checked at the time of Bid opening.
- Bids received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).
- Submit the Bid in a sealed envelope clearly marked “***Bid # SCH-22-B-008, Westwood School Bus Service.***”
- The Bid must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.
- The Bidding and award of the Contract shall be in full compliance with Chapter 30B of the General Laws of the Commonwealth of Massachusetts as last revised.
- If, at the time of the scheduled proposal due date, the Westwood Town Hall is closed due to uncontrolled events such as fire, wind, or building evacuation, the Bid opening will be postponed until 12:00 noon on the next normal business day. Bids will be accepted until that date and time.

- **Bid Form**

- Each Bid shall be accompanied by a Bid deposit in the form of a certified, bank, Treasurer's or cashier's check or a Bid bond issued by a surety company licensed by the Commonwealth of Massachusetts, in the amount of ten percent (10%) of the first year of proposed contract price, made payable to the Town of Westwood.
- All Bid deposits except that of the lowest responsible Bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the Bids.
- The Bidder whose Bid is accepted agrees to furnish a performance bond duly executed and acknowledged by the said Bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such bonds shall be paid by the Contractor.
- Upon Bid submission, each Contractor will submit a performance bond in the amount of 75% of the Bid price for one year or other such proof of financial competence as the School Department at its sole discretion shall consider appropriate. This bond is to be furnished to the Town five (5) to ten (10) business days after the Notice of Award, and each July 1 thereafter for the duration of the contract.
 - Alternatively, an Irrevocable Letter of Credit from a Massachusetts financial institution in a like-face amount to the previously mentioned bond shall be executed for the Town of Westwood, and supplied to the School Department within five (5) to ten (10) business days following the award of the contract. Said letter of credit shall be used for liquidated damages in the event of default or non-performance. In lieu of the bond or irrevocable letter of credit, the Contractor shall provide such proof of financial competence as the School Department, at its sole discretion deems appropriate.
 - Thirty (30) days prior to any performance bond expiration date, the Contractor is required to notify the School Department if the bonding company has any intention of not renewing the bond.
- The Bidder to whom the Bid is awarded will be required to execute an Agreement within thirty (30) calendar days from the date when the Notice of Award is received. In the event the Bidder fails to execute an Agreement with the Town, the Town may consider the Bidder to be in default, in which case the Bid deposit shall become the property of the Town.
- Should the Bidder fail to fulfill any of his/her agreements as herein above set forth, the Town shall have the right to retain as liquidated damages the amount of the Bid check or cash which shall become the Town's property. If a Bid bond was given, it is agreed that

the amount thereof shall be paid as liquidated damages to the Town by the Surety. The Town reserves the right to assess additional liquidated damages.

- Prevailing Wages. In accordance with G.L. Chapter 71, section 7A, this contract is subject to Prevailing Wages. When established, the Contractor must abide by the prevailing wage schedule.
 - At the time of Invitation for Bid release, the Department of Labor Standards (DLS) is unable to provide Prevailing Wages. The Town shall request a Prevailing Wage schedule at the start of each fiscal year, at a minimum.
 - If and when a Prevailing Wage schedule is established by the DLS, it will be provided as an attachment and will be made part of the contract. It shall continue to be the minimum rate or rates or wages during the life of the contract. The Contractor shall post a copy of this schedule posted in the office of the Transportation Supervisor during the life of the contract.
- Insurance. The Contractor shall keep in force at all times during the term of this contract, a policy and policies of insurance as specified in the General Laws relating to school transportation. The Contractor shall carry general liability insurance covering each vehicle to at least \$2,000,000 per passenger and \$10,000,000 per vehicle and property damage coverage in the amount of \$200,000 shall be continuously carried during the term of this contract by the Contractor and his company, and shall name the Town of Westwood as additionally insured. This shall be at no additional cost.
 - A certificate of insurance showing insurance coverage required shall be given to the School Business Official by the Contractor before the bus operations may begin and before any payments here under will be made.
 - Before commencing performance of this contract, Contractor shall provide insurance for the payment of compensation and the furnishing of other Worker's Compensation benefits under Chapter 152 of the General Laws (Worker's Compensation Law) or equal insurance to all persons to be employed under this contract and shall continue such insurance in full force and effect during the term of this contract.
- Indemnification. The Contractor shall indemnify, defend and hold the School Department harmless for any and all claims, loss, cost, expense, or damage of any kind resulting from or arising out of the contract by the Contractor, his agents, or employees.
- Audited Financial Report for the past year shall be included with the Bid in a separate sealed envelope.
- The Bid must be signed as follows: 1) if the Bidder is an individual, by her/him 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. The Bid shall include the Certificate of Corporate Vote.

- Any Bid may be withdrawn prior to the Bids submittal due date. However, Bidders may not withdraw or modify their Bid for a period of ninety (90) days following the opening of Bids.
- The contract will be awarded within thirty (30) days after the proposal receipt. The time for award may be extended for up to 45 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible Bidder.
- Questions concerning this invitation for Bid must be submitted in writing to: Procurement Department, Westwood Town Hall, 580 High Street, Westwood MA 02090 or by email at Procurement@townhall.westwood.ma.us.
- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all Bids should the Town deem it to be in the Town's best interest to do so.
- The Town of Westwood may cancel this IFB, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.
- Below is a list of all Attachments. Bidders should note that Attachments D-J as well as the bid deposit and audited financial report **must be completed and be submitted** with the Bid documents.
 - Attachment A – Scope of Services
 - Attachment B – School Calendar
 - Attachment C – Current Routes and Stops
 - Attachment D - Bid Pricing Sheet
 - Attachment E – Vehicle List
 - Attachment F – Qualifications & Reference Form
 - Attachment G – Tax Compliance Certificate
 - Attachment H – Certificate of Non-Collusion
 - Attachment I – Certificate of Corporate Vote
 - Attachment J – Signature Page
 - Audited Financial Report under separate cover

II. PURCHASE DESCRIPTION / SCOPE OF SERVICE

- The Town of Westwood, Westwood Public Schools, requires transportation services in accordance with all specifications and provisions of Attachment A, Scope of Services, and the Bid forms. The Scope of Services and Bid forms shall be a part of the contract.

- The term of the base contract will be for three (3) years. There will be a fuel adjustment calculation beginning in year two (2). The effective date of the base contract will be July 1, 2022. The contract shall have two 1-year options.

Delivery Requirements: All delivery charges shall be included in the price of the service.

- The Delivery should be made to:

**Westwood Public Schools
Business Office
220 Nahatan Street
Westwood MA 02090**

III. PRICING AND PAYMENT

- The Town shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
- In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern.
- Prevailing Wages. Under G.L. c. 71, the Department of Labor Standards (DLS) is required to set the rate for school bus drivers based on the wages established in any operative collective bargaining agreements within the municipality. In accordance with G.L. Chapter 71, section 7A, this contract is subject to Prevailing Wages. When established, the Contractor must abide by the prevailing wage schedule.
 - At the time of Invitation for Bid release, the Department of Labor Standards (DLS) is unable to provide Prevailing Wages. The Town shall request a Prevailing Wage schedule at the start of each fiscal year, at a minimum.
 - If and when a Prevailing Wage schedule is established by the DLS, it will be provided as an attachment and will be made part of the contract. It shall continue to be the minimum rate or rates or wages during the life of the contract. The Contractor shall post a copy of this schedule posted in the office of the Transportation Supervisor during the life of the contract.

IV. QUALITY REQUIREMENTS

- Bidders must provide all of the items described in Section I. General Information and Bid Submission Requirements. Missing information may cause the proposal to be considered unresponsive.
- All deliveries must comply with Section II, Purchase Description / Scope of Services.
- Bidders must have satisfactory performance under at least five (5) contracts, with at least three (3) of those similar in size and scope to the proposed contract. Contract information will be provided in Attachment F, Qualifications and References.

V. RULE FOR AWARD

- The responsive and responsible Bidder meeting the requirements described in described in Section II, Purchase Description / Scope of Services and offering the lowest Total Bid Price / Total Cost stated in Attachment B, Bid Pricing Sheet. The Total Bid Price / Total Cost shall be defined on the Bid Pricing Sheet as: $5a + 5b + 5c$.