**City of Everett, Massachusetts**

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| **PROCUREMENT IN BRIEF** | |
| Solicitation Title | School Transportation for Events, Field Trips and Athletics |
| Solicitation Number | 24-53 |
| Project Address | 484 Broadway Everett MA 02149 |
| Contracting Department | Everett Public Schools |
| Solicitation Issue Date | May 28, 2024 9 a.m. |
| Pre-bid meeting/site visit Date and Time | - |
| Pre-bid meeting/site visit Location | - |
| Last day for questions | 06/06/2024 at noon |
| Due Date and Time | 06/13/2024 @ 11:30 a.m. |
| Point of Contact | All information with respect to this solicitation shall be directed to the Chief Procurement Officer, including questions, clarifications, or observations. Bidder shall not contact any City employee, agent, official, department, department head, or agent with regards to this solicitation. Doing so may lead to disqualification. |
| Governing Procurement Law | c. 30B |
| Wage Requirements | This contract may be subject to Prevailing Wage requirements and if so, the vendor shall pay prevailing wage rates in accordance with the applicable wage rate schedule from DLS included with the solicitation  documents. |
| Number of Copies Required | Submit one (1) signed original bid package (forms only). |
| Assembly of Bid Submittal | Bid response shall be in single-sided format only, and not bound in any way with metal or plastic binding, or in a binder of any sort, or with multiple staples. A single staple in a top corner of the document will be accepted, if necessary.  *Please help us reduce waste by following these guidelines!* |
| Bid Opening | Bids will be publicly opened and a bid summary posted to the City website within 24 hours after the opening. |
| Length (Term) of Contract | 3 Years |

Bid sh

All be delivered or mailed before the bid deadline to: City of Everett

Purchasing Department Attention:

Chief Procurement Officer

484 Broadway , Room 14

Everett, MA 02149

Solicitation #24-53 Invitation to Bid for School Transportation

**INVITATION TO BID**

CITY OF EVERETT

24-53 School Transportation

MGL c. 30B, Services over $100k, Invitation to Bid

The City of Everett invites sealed bids for the implementation, operation and management of a comprehensive school transportation program for the Everett Public Schools for special events, and athletics.

Bids will be received until June 13, 2024 at 11:30 a.m. at the office of the Chief Procurement Officer, City Hall, 484 Broadway , Room 14, Everett, MA and at the designated time and place publicly opened and recorded.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and any resulting contract will be strictly awarded in accordance with the requirements of the solicitation. The City reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The City reserves the right to waive all informalities not involving price, time, or changes in the scope of work.

Specifications, Terms and Conditions and Forms may be obtained via the City’s website at [Purchasing - Everett, MA - Official Website (cityofeverett.com)](https://cityofeverett.com/city-hall/departments/finance-department/purchasing/#BidOpportunities). Complete sets of bidding documents shall be used in preparing bids; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents or for modifications to the bidding documents including electronic conversion.

Allison Jenkins

Chief Procurement Officer

*Notice of Bid published in Goods and Services Bulletin (over $100k), Sentinel and Enterprise, COMMBUYS and the official City website.*

Solicitation #24-53 Invitation to Bid for School Transportation

**GENERAL INSTRUCTIONS**

1. The City of Everett may cancel this bid, in whole or in part, or may reject all submittals, whenever such action is determined to be fiscally advantageous to the City of Everett, or if it is otherwise in the best interest of the City.
2. The City of Everett may request that supplementary information be furnished to assure the City of Everett that a bidder has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Bidders may correct, modify or withdraw the original submittals on or before the date and time stated in the legal advertisement. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. Any late correction or modification to the submittal will not be accepted. A bidder who wishes to withdraw a submittal must make a request in writing.
4. Each bidder shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any bidder from any obligation in respect to his/her submittal.
5. Bidder’s submittal to the City of Everett will remain valid until execution of the contract. The successful bidder’s submittal shall be attached thereto and become a part of the contract between the City of Everett and the bidder.
6. All applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over these services shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though written out in full.
7. All costs involved in preparing the bid submittal will be borne by the bidder; the City of Everett will not be liable for any costs associated with the creation of the bid. The bidder shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
8. Bid submittals which are incomplete, conditional or obscure, will be rejected. No award will be made to any bidder who cannot satisfy the City that there is sufficient ability and sufficient capital to enable the bidder to meet the requirements of these specifications. The City’s decision or judgment on these matters shall be final, conclusive and binding.
9. Response to this solicitation acknowledges the bidder's acceptance of all sections and requirements of this document. If the bidder’s submittal does not comply with the requirements of this solicitation, or if an item is not understood in any way, a copy of that section of the solicitation must then be included in the submittal and all its copies must clearly state the deviation, additions, or other comments.
10. Municipal employees and their family members are not allowed to have a financial interest in a contract with the City of Everett if they are employed by the City. Municipal employees and family members are forbidden to solicit or accept gifts, gratuities, or favors from anyone seeking to conduct business with the City. Incidents of this nature will be reported to the appropriate authorities for investigation.
11. Certification must be signed, pursuant to Massachusetts General Laws Chapter 62C, Section 49A, regarding compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
12. Certification must be signed regarding non-collusion that the quote, bid, or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

Solicitation #24-53 Invitation to Bid for School Transportation

**DETAILED INSTRUCTIONS AND GUIDANCE**

**Pre-Bid Meeting and Site Visit**

If scheduled, potential bidders are requested to attend a pre-bid meeting and site visit. Attendance is not mandatory but strongly recommended.

**Questions and Clarifications**

1. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error they discover upon examination of the bid documents, the work site, or any other conditions which apply to the work.
2. Questions requiring clarification and other inquiries shall be submitted in writing to the Chief Procurement Officer only, prior to the due date and time. Should it be found necessary, a written addendum will be incorporated into the bid and will become part of the contract.
   1. Bidder shall acknowledge all addenda. Failure to do so may be cause to reject the submittal as unresponsive.
   2. Questions that may be asked during any pre-bid meeting must be sent in writing in order to receive an official response.
3. All documents related to, and included with, this solicitation, are available on the City website, which should be the bidder’s only resource for seeking documents. Complete sets of bidding documents shall be used in preparing bids; City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents, documents provided by third parties, or for modifications to the documents not made by official addenda, including electronic conversion.
4. Oral communications are not binding on the City and only written responses by the City will be considered.

**Basic Quality Requirements**

1. Bidder may be asked to demonstrate experience on past work is comparable in type and complexity to the product, service, or work being bid.
2. Bidder shall not presently be debarred from entering into a public contract in the Commonwealth of Massachusetts under any other applicable debarment provisions of any section of Massachusetts General Law, or any rule or regulation promulgated thereunder, including debarment under Worker’s Compensation or Department of Revenue statutes.
3. Bidder shall not have any outstanding liabilities for wages, damages, interest, fines or penalties due to an employee or the Commonwealth of Massachusetts, or the City of Everett.

**Submittal Instructions**

1. Submit one sealed envelope or box containing the bid response clearly marked on the outside with the name and address of the bidder, the solicitation number, and solicitation title, along with the due date and time. Submittal must be received per the time frame outlined in the legal advertisement.
2. Bid shall be addressed and delivered to the Chief Procurement Officer, City Hall, 484 Broadway , Room 14, Everett, MA 02149. City Hall is open from 8:30 am to 4:30 pm Monday – Thursday, we are closed on Fridays.

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**SPECIAL INSTRUCTIONS FOR BID PACKAGE DELIVERIES**: If the bid is to be dropped off in person, go to the Purchasing Office on the 1st floor. Leave ample time before the deadline time to deliver the bid response. Bids arriving late or left in any outside receptacle will be rejected and returned unopened.

1. Bid response shall include all required forms and the price submittal form supplied by the City, and shall be signed as indicated. Any and all addenda shall be acknowledged with the bid submittal. W-9 form must also be provided for bidders to be set up as potential vendors or contractors to the City.

**Preparation of Bids**

* 1. The Form for Bid must be completed in its entirety.
  2. Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including packing, shipping, cost of delivery, mobilization, permitting, and special licenses or certifications.
  3. In the event of a discrepancy between the unit price and the extended price, the unit price shall prevail.
  4. The City of Everett reserves the right to reject wholly any bid where an item or items thereof are obviously unbalanced or appear to, in the City’s opinion, to be unbalanced to the point of adversely affecting the interests of the City and being unfair to other bidders.

**Exceptions**

The City retains the sole discretion to consider exceptions to the bid. No exception will be made that alters or detracts from the scope or specifications. The City’s intent is to purchase precisely what is specified in the document.

**Due Date and Bid Opening**

1. If, at the time of the originally scheduled due date/bid opening, City Hall is closed due to inclement weather or any other unforeseeable event, the due date/bid opening will be extended until 2:00 PM on the next normal business day, unless otherwise indicated by an addendum issued by the Chief Procurement Officer.
2. Bids will be publicly opened and read aloud after the bid due date in the Office of the Chief Procurement Officer, 484 Broadway , Everett, MA, unless stated otherwise in the bid documents.

**Late Responses**

A late bid is one that is delivered after the due date and time. If a bid is late, it must be rejected as non-responsive, and as such will be returned unopened to the person submitting the bid. Should a bid be received via USPS/UPS/FedEx or any other courier service, it shall be refused upon attempted delivery. If mailed, it shall be returned unopened.

**Rule for Award**

Contract will be awarded to the lowest responsive and responsible bidder possessing the skill, ability and integrity necessary to meet requirements of the contract.

**Deciding Tie Bids**

On the rare occasion of a tie bid, the City must use a tie-breaking method which is fair to all bidders. It will be the policy of the CPO to direct the tie bidders to conduct a “second heat” whereas they will be asked to send an additional response with a new bid form on a date and time specific. Should the “second heat” also result in a tie, award will be made to the bidder whose official address/location is closest to the project site.

**Award and Contract**

1. Bids will first be evaluated for timely receipt and responsiveness. Those bids that are received on time and meet the minimum criteria will be evaluated for price, responsibility, relevant experience.
2. The City shall reject bid submittals which do not meet the minimum requirements.
3. In no case will the award be made beyond thirty (30) days unless the bidder agrees to extend the period of time in which the bid submittal is valid.
4. “Lowest responsible and eligible bidder” shall mean the bidder whose bid is the lowest of all bidders and who, in the Awarding Authority’s opinion, are able to comply with all the requirements of the contract documents, and who possess the skill, ability, and integrity necessary to perform the work, based on the determination of past performance and financial soundness under MGL. c. 149.
5. Prior to award, the City will also conduct reference checks, which may include direct contact with provided references, database searches, independent reviews, and first-hand experience of the City where applicable.
6. The City may require a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder’s financial stability. The City shall make the request to the bidder and allow five (5) business days to comply.
7. The City of Everett reserves the right to negotiate with the lowest responsive and responsible bidder, prior to award of a contract, if deemed to be in the best interest of the City.
8. The City reserves the right to award multiple contracts when so stated in the solicitation, and when it is in the best interest of the City.

**Contract Execution**

1. Bidders are expected to review the sample contract. Unless otherwise noted by the City, the terms and conditions contained therein are not negotiable.
2. Once the bidder has been identified as eligible for a contract, the CPO will draft the final contract. If a bidder asks to supply the contract, the CPO may choose whether to use the contract; however, if used it will be adapted to the City’s format prior to distribution for signatures. The first signature on any contract shall be the bidder’s signature.
3. A contract packet will be considered complete when returned from the bidder with all required documents, which may include insurance certificates, bonds, guarantee or warranty documents.
4. In accordance with MGL c. 110G, §7 (the Massachusetts Uniform Electronic Transactions Act) the City may utilize electronic signatures at their own discretion, and said electronic signatures shall be legally binding.

**Authority to Sign Contracts**

1. The Mayor is the only person authorized to execute a contract on behalf of the City, per the City Charter. Service agreements, construction contracts, contracts for goods/services, real estate, lease or purchase of equipment, and any document containing terms and conditions, must be signed by the Mayor or will be considered non-binding.
2. The Mayor will not apply his signature to any contract without all prior authorized signatures being affixed, using the City’s standard signature block.
3. Upon receiving the Mayor’s signature, the contract is considered fully executed and ready for distribution. One fully executed copy is returned to the contractor.

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**Protests**

Any vendor or contractor intending to protest an award is instructed to do so by submitting, in writing, specific contentions. All correspondence in this regard must be directed to the Chief Procurement Officer, who will confer with legal counsel and determine the basis for the protest. The City will respond in writing within ten (10) days of receipt of the protest.

**Contract Term and Extensions or Renewals**

The term of this contract shall be as indicated in the bid documents. There will be no extensions or renewals beyond what is specified as the maximum contract obligations within the bid documents.

**CORI Policy**

Massachusetts General Law requires Criminal Offense Record Inquiry (CORI) checks be conducted on contractors, subcontractors, or laborers commissioned to do work on certain municipal projects. Contractors shall comply with CORI policies by providing CORI forms for all employees to be working on site, when required by the City.

**Appropriation of Funds**

All contract obligations on behalf of the City are subject to prior appropriation to cover the full extent of the contract.

Solicitation #24-53 Invitation to Bid for School Transportation

**SCOPE OF SERVICES/PROJECT DESCRIPTION**

GENERAL INFORMATION TO BIDDERS

Pursuant to Massachusetts General Laws Chapter 30B, the City of Everett, the Awarding Authority, requests Bids from qualified Transportation Companies to implement, operate and manage a comprehensive school transportation program for the athletics, field trips and special events for the Everett Public Schools (EPS). The Company shall report directly to the Superintendent, hereinafter referred to as the Everett Public Schools (EPS). Services shall include, but are not limited to, daily pick up and drop off at schools, athletic trips, field trips, band and other extracurricular transportation needs, and after school program transportation needs.

It is the intent of the specifications to ensure a safe, cost-effective program that is operated within the parameters of all Federal and State regulations and statutes. The specifications reflect general requirements of the program. The bidders shall provide a detailed response to the Bid in accordance with the parameters established herein.

The Awarding Authority will consider only those proposals from companies regularly engaged in providing the services required for K-12 public school students.

The Agreement awarded in conjunction with this Invitation to Bid is subject to the provisions and terms set forth elsewhere in this document. The Contractor retained shall be required to enter into the City's standard Agreement for professional services, including modifications to the document, by mutual agreement of the parties to the contract.

Bids that are incomplete, not properly endorsed or signed, or are otherwise contrary to these instructions may be rejected as informal by the Purchasing Agent. Conditional bids will not be accepted. The City reserves the right to reject any and all bids, to waive any irregularities, to allow exceptions to the attached specifications and to make an award in a manner deemed in the best interest of the City.

All IFB requirements, including these general requirements, shall constitute a part of the contract of services. A copy of the successful bidder’s offer/bid will be incorporated herein and made a part of the contract as well.

Scope and specifications provided in more detail on the following page.

SECTION II

SPECIFICATIONS

BID PRICE:

The bid is based on the contractor providing bus transportation for field trips, athletic events, band travel, and other extracurricular activities with a seating capacity of seventy-seven (77) students.

Bidders shall submit a bid for all items contained in the bid schedule; failure to do so will render the bid non-responsive.

SUMMARY OF SERVICE:

Service is required for the transportation of K-12 students for field trips, athletic events, band travel, and other extracurricular activities. Multiple buses may be required for each individual request due to the number of students and equipment.

The bidder is reminded that Everett High School is a member of the Greater Boston League and that a majority of the trips for athletic and band travel will be made to those cities which are members of the Greater Boston League. The schedule of dates and locations will be developed by the Athletic Director and furnished to the successful bidder. The contracted and the Athletic Director will mutually agree upon pick-up and drop off times. The league consists of the high school teams in the following cities or towns:

Chelsea, Lynn, Malden, Medford, Revere, Somerville and other regularly scheduled schools in Lawrence, Mansfield, Methuen, etc.

It may be more cost effective on occasion to utilize mini buses for athletics, extracurricular, field trip, or after school program transportation.

GENERAL:

The Contractor shall provide all vehicles, equipment, fuel, personnel, cameras on buses, supervision licensing, insurance, related items and all ancillary support required to provide transportation services for grades K-12 public, school students in the City of Everett as noted herein.

The Contractor will adhere to all Student Transportation Services Policies & Procedures for the Everett School Department.

CONTRACTOR QUALIFICATIONS:

The Contractor shall have conducted business within the Commonwealth of Massachusetts, the state of New York or other state in the New England region within the previous five (5) year period and shall have performed a minimum of five (5) contracts of similar size and scope during that time frame. The Contractor shall submit a statement of qualifications with the bid, in outline format, demonstrating the Contractor meets the minimum requirements set forth herein.

Bidders must also submit a list of references of clients in Massachusetts for whom they have provided services for over the past five (5) years. The list must include contact names and telephone numbers. The City is to have express permission to contact these people, either by phone, written correspondence or in person, as to past performance. The City reserves the right to contact any entity that the Bidder has conducted business with or for, either currently or in the past, for the purpose of reviewing past work history. Any negative references received may be grounds for the REJECTION of a bid.

INTERVIEW:

Bidders may be required to appear for an interview, if so requested, with the Everett School Department, before any award is made. The purpose of the interview would be to review the bidders’ background and capabilities to provide the required services. Failure to comply with this request will result in the REJECTION of your bid.

CONTRACT TERM:

The term of the contract shall be for one year beginning on or about July 1, 2024 and ending June 30, 2025 with the option two additional one-year contracts up to June 30, 2026 and June 30, 2027.

BID PRICE:

The Contractor shall provide bid prices for all line items contained in Part I, II, and III of the bid schedules in order for the bid to be considered for award.

CITY EXTRACURRICULAR, ATHLETIC, AFTER SCHOOL PROGRAM, AND FIELD TRIP TRANSPORTATION: The Contractor shall submit the bid based on a flat rate mileage (loaded miles) and a flat rate per hour for driver/vehicle waiting time at destination.

The Contractor shall provide bid prices for all line items contained in this section.

PREVAILING WAGE RATES:

The Contractor's employees shall be paid the prevailing wage rates determined by the Commissioner of Labor and industries, under the provision of Chapter 729, Acts of 1962, effective October 22, 1962, to be paid to operators of motor buses employees, under the provisions of Chapter 71, Section 7A, as amended. The prevailing wage rates shall be incorporated into any contract awarded as a result of this solicitation (Exhibit 1).

FACILITY STAFFING:

The Contractor shall provide an on-site manager to direct the Contractor's operations. The individual shall be authorized to manage the operation on behalf of the Contractor, supervise personnel, handle emergency and non-emergency incidents, correct deficiencies and provide general management of the contract and the Contractor's on-site operations. The Contractor shall provide the name, business address, telephone and fax numbers and email address of the manager and the individual's qualifications prior to award of the contract and within 10 calendar days of written request by the Purchasing Agent.

VEHICLES:

Statutory Requirements: The Contractor shall comply with the following sections of Chapter 90 of the General Laws of the Commonwealth of Massachusetts as a minimum:

1. Section 1 Definitions
2. Section 2 School Bus Registrations
3. Section 7A Inspection of school buses
4. Section 7B Requirements as to operation of school busses
5. Section 7C Registrar may establish minimum standards for construction of school buses
6. Section 7D Application of Sec. 7B; additional equipment
7. Section 13 Safety precautions for proper operation and parking of vehicles and buses
8. Section 14 Precautions for safety
9. Section 15 Precautions at railroad crossings
10. Section 17 Speed limits in operation of school buses
11. The Contractor shall comply with amendments to the statute(s) as implemented

Contractor provided vehicles and equipment shall comply with all Federal statutes and regulations and the general laws of the Commonwealth of Massachusetts as amended, governing vehicles used for transportation of students.

The Contractor shall comply with all local rules and policies established by Everett Public Schools and the "School Committee".

All vehicles will be standard chrome-yellow in color and equipped as outlined below. The Contractor will assure that fuel is conditioned for extreme cold weather operating conditions and provide for keeping the fuel storage and fuel transfer lines protected from extreme cold and related freeze ups.

**STANDARD BUSES:** The buses used in conjunction with the contract shall have a seating capacity of 77 passengers.

Buses shall meet or exceed all Federal and Commonwealth of Massachusetts standards, in effect at the time of contract award and as amended during the term of the contract.

**MINIMUM VEHICLE STANDARDS:** Buses ten (10) years of age from date of manufacture or having in excess of one hundred fifty thousand (150,000) miles shall not be used in conjunction with this contract. Date of manufacture (month/year) appearing on the vehicle's serial number plate shall be the qualifying factor to determine age. The age and mileage restrictions shall apply as of July 1, 2019 or date of contract award and shall remain effective throughout the term of the contract. All buses shall be constructed to meet National School Bus Standards.

VEHICLE EQUIPMENT:

The Contractor shall equip all vehicles used in conjunction with the contract (including substitute or backup vehicles) with the following:

* First aid kit - Stocked with articles commonly used to treat minor injuries
* U.L. approved fire extinguisher - Type 2A 20BC
* Emergency road flares and wheel chock blocks
* Exterior driver rear view mirrors that are heated
* Emergency exits which shall be unobstructed at all times and clearly marked on the side and rear perimeter
* Twin heaters that maintain the interior temperature of the vehicle(s) at a minimum of fifty-five (55) degrees F at all times
* Permanently attached Document Holding Case in a visible location near the driver a set of procedures for emergencies.

The Everett School Department reserves the right to require the installation, at any time, of safety equipment such as seat belts or similar devices on all vehicles, in addition to that required by law, which the Everett School Department, at their sole judgment, deems necessary for the protection and safety of their students.

The Everett School Department will reimburse the Contractor for the installation of any such safety equipment required by the Everett School Department that are not required by any State or Federal law based on invoices submitted by the Contractor for the installation of such equipment. Any such safety devices that may be required to be installed as the result of any State or Federal law(s) that come into existence during the life of this contract will be at the Contractor’s sole expense.

VEHICLE SIGNAGE:

Vehicle signage and markings shall consist of 3M reflective tape or equivalent. Signage and markings are subject to the approval of the Superintendent or designee.

"SCHOOL BUS" signs shall be prominently displayed on the front and rear of each vehicle as required by General Laws Ch. 90 §7B.

VEHICLE INSPECTION AND MAINTENANCE:

Vehicle interiors shall be clean and free of debris at all times. The interior and exterior surface of all windows shall be clean and free of impairments and obstructions at all times.

The Contractor shall implement a regularly scheduled maintenance program to keep the vehicles in good working condition at all times. Vehicles shall be inspected on a regular basis and the Contractor shall repair or replace all broken, worn or defective equipment. The Contract shall be required to provide a maintenance schedule including brake and exhaust inspections. The interior of vehicles shall be kept free of noxious odors and carbon monoxide at all times. The Contractor shall immediately correct brake and exhaust deficiencies documented during monthly inspections; vehicles shall be taken out of service until repairs are completed.

The Contractor shall keep written maintenance records for each vehicle on site, at the local maintenance facility. The records shall include documentation of all internal safety inspections, including but not limited to brake and exhaust inspections and all in house and contracted maintenance performed on each vehicle for the term of the contract.

The "Committee" reserves the right at any time, and at its own expense, to have any vehicle inspected by a garage and/or mechanic of its own choice to insure the vehicle is in good operating condition and meets the minimum safety standards established by the Commonwealth of Massachusetts.

The Contractor shall not use vehicles in poor mechanical condition in conjunction with the contract. The Owner reserves the right to direct the Contractor to remove a bus from service for mechanical deficiencies.

SUBSTITUTE VEHICLES:

The substitute vehicle shall respond to the site within 20 minutes of notification by the Contractor's driver that an incident occurred, and that alternate transportation is required. Replacement vehicles shall be located at the Contractor's local facility.

**PERSONNEL:**

The Contractor shall employ all drivers, pay all salaries and benefits, screen, evaluate, train, supervise, and discharge drivers as necessary for the effective performance of this contract. Drivers must dress professionally at all times and will not display any logos on their clothing. There will be no loud, offensive, adult, religious, talk radio, or loud, offensive, adult or inappropriate conversations while students are on board. EPS reserves the right to require the Contractor to reject or remove any driver.

It is the obligation of the Contractor to ensure that operators and equipment meet the highest of standards possible for the transportation of each child. Therefore, it is to be understood and agreed that in fulfillment of this proposal the Contractor shall regularly assign only permanently employed, reliable, and carefully selected drivers. Drivers shall maintain good lines of communication with parents, teachers and staff at the destination schools and programs to communicate any concerns the parents, driver, teachers or school staff may have regarding the safety of students while being transported to and from school.

The Contractor shall maintain a personnel file for each employee connected with the performance of this contract. The files shall include the history of each driver while in the employ of the Contractor. EPS reserves the right to examine the complete personnel file of any employee who is connected with the performance of this contract. EPS will require access to disciplinary records from the contractor. The contractor will provide notice of disciplinary action to EPS representatives with 48 hours of disciplinary action filing. All of the Contractor’s personnel should be made aware of this fact by granting EPS their permission in writing to examine their personnel file before he or she begins work for EPS. The Contractor shall retain this written permission as part of the personnel file for each employee.

EPS reserves the right to require the Contractor to reject or remove any driver. EPS will require access to disciplinary records from the vendor. The contractor will provide notice of disciplinary action to EPS representatives with 48 hours of disciplinary action filing. All drivers must be properly licensed and certified to operate vehicles in accordance with Commonwealth of Massachusetts regulations and be familiar with the law, rules, and regulations pertaining to the operation of vehicles transporting children. The Contractor shall ensure that all drivers have had a Criminal Offender Record Information (CORI) check and a Sex Offender Registry Information (SORI) check performed, as well as a fingerprint based criminal background check with satisfactory results and that their licenses and certificates are current before driving for EPS. The Contractor must provide EPS with written documentation attesting to the fact that a complete background check has been conducted and reviewed and is satisfactory for all drivers prior to their operating any EPS vehicle. EPS may request documentation of licensing and/or driver certificates as assurance and/or perform its own CORI/SORI/fingerprint based criminal background check on any driver working under this contract. The cost of any such background checks shall be borne either by the Contractor or the individuals themselves and not by EPS.

The Contractor must provide evidence of compliance with all state and/or federal requirements for drug and alcohol testing including marijuana. The submission should provide information regarding company policy regarding substance abuse and company procedures for drug testing both for cause and at random.

The Contractor shall be ready to deliver school transportation services beginning the first day of school each year, with all needed advance planning happening before the start of the school year.

The Contractor shall pay drivers employed under this contract in accordance with the attached prevailing wage rate as determined by the Department of Labor and Workforce Development, Division of Occupational Safety.

The Contractor agrees to furnish an operations manager/dispatcher, to be readily available to work with EPS personnel on all transportation matters. This person shall be assigned to coordinate transportation arrangements under this contract, and to carry out the instructions of the Transportation Director or designee. This person shall be reachable at all times during EPS transportation hours of operation (6am to 5:30pm), and special transportation arrangements. The Contractor shall work with EPS whenever and as often as they are needed to do so, assisting in matters pertaining to transportation in which contract vehicles and or personnel are involved.

EPS reserves the right to require a replacement operations manager/dispatcher in the event of poor performance. Poor performance may include, but is not limited to, inadequate customer relations skills or lack of management skills.

**DRIVERS:** Contractor drivers shall be responsible individuals, at least twenty-one (21) years of age, and shall possess a valid license to operate school buses. The Contractor shall not employ individuals convicted of a felony or convicted sex offenders. Drivers shall be courteous and careful and must have a reasonable ability to speak and understand English and be able to communicate in all typical and emergency related bus operation scenarios. The Contractor agrees at all times to furnish careful, competent, experienced drivers for all buses. The Contractor shall provide the names of proposed drivers prior to award of the contract and within the deadline established in the Notice of Award. The "Committee" reserves the right to reject any proposed driver or to direct the Contractor to remove any driver at any time, after award of the contract.

**CONTRACT MANAGER:** The Contractor shall provide the name of the local contract manager, the individual's qualifications and resume prior to award of the contract and within the deadline established in the Notice of Award.

**CORI:** In accordance with the provisions of Chapter 385 of the Acts of 2002, Contractor drivers shall submit to a Criminal Offender Record Information (CORI) check annually during the term of the contract, or as required by amendments to the statute. The Everett Public Schools will submit each name for a CORI check, will maintain CORI results on all drivers during the term of the contract and reserves the right to reject a driver based on the results of the CORI check. During the term of the contract the Contractor shall not employ new personnel that have not submitted to a CORI check and been approved for employment by Everett Public Schools.

The Contractor shall provide a list of all employees and proposed employees prior to award of the contract and within the deadline established in the Notice of Award.

**MEDICAL EXAMINATIONS:** The Contractor shall provide annual employment and pre-employment medical examinations to each employee or proposed employee as a condition of employment. Contractor employees shall undergo an annual physical examination by a physician licensed to practice medicine in the Commonwealth of Massachusetts. Any employee that does not submit to an annual physical examination or does not meet Federal, State or the employer's minimum medical standards of employability for bus drivers shall not be employed in conjunction with this contract. Prior to employment or continuation of employment all contractor employees shall be deemed fit for employment by the contractor's physician.

**CDL:** The Contractor shall provide a copy of each driver's CDL Certificate and written evidence of Contractor and driver compliance with CDL mandates prior to award of the contract and within the deadline established in the Notice of Award.

TRAINING:

The Contractor shall provide an employee training program that meets or exceeds the Registry of Motor Vehicles requirement of eight (8) hours of "in service" training per driver, per year. The training program must be sure to address the following:

* + Training of new drivers
  + Training of substitute drivers
  + Behavior management of students
  + Response to emergency conditions including ALICE training
  + CPR and first aid certification, including administration of epinephrine using EpiPens
  + Inspection and knowledge of equipment
  + Drug and alcohol program

The Contractor shall schedule and hold the training program at multiple intervals throughout the term of the contract. The Contractor shall not schedule one annual training session per contract year. The Contractor shall provide evidence of each training session conducted, in the form of a written report to the Assistant Superintendent of Finance & Operations, within five (5) business days of completion of each program. The report shall contain at a minimum, the date of training, name of the attendees, training facilitator, agenda and certification of completion for each employee when appropriate.

DRUG POLICY:

The Contractor shall provide a copy of the company's internal policy regarding substance abuse and random procedures for testing employees for evidence of drugs, alcohol and written evidence of compliance with CDL requirements for drug testing prior to award of the contract and within the deadline established in the Notice of Award.

CONTRACT EMPLOYEE RULES AND CONDUCT:

PERSONAL CONDUCT:

Prohibitions:

* The use of personal cell phones by drivers is allowed only in the event of an emergency to call "911."
* Smoking in the vehicle and on school property is expressly prohibited
* Transportation of any passengers, other than students and authorize contractor personnel, is expressly prohibited.
* Drivers shall not make unauthorized stops during working hours.

General Conduct:

* Drivers shall not leave his or her bus at any time when passengers are in the bus, except in an emergency when the driver must leave to summon help.
* Drivers will operate school buses at a rate of speed that is legal and safe for existing conditions
* Drivers will require passengers, when leaving the bus and/or crossing the road to the opposite side, to pass in front of the bus. Drivers will keep the buses flashing lights on until the students have reached the side of the road.
* Drivers shall be properly attired at all times.
* Drivers shall conduct themselves in a professional manner at all times.
* Drivers shall not use offensive language.
* Drivers shall not physically discipline students.
* Drivers shall not allow unauthorized passengers in the vehicle.

GENERAL CONDUCT:

* Prior to the beginning of the school year, each driver shall perform a trial run of the route(s) in order to familiarize the driver with route stops and time schedules.
* Drivers shall enforce bus pass and/or money collection systems when directed to do so by the Contractor.

SAFETY STANDARDS:

* + Drivers shall operate vehicles in a safe and reasonable manner at all times and shall observe all laws and regulations governing operation of school buses established by the General Laws of the Commonwealth, as amended.
  + Drivers shall thoroughly inspect the interior of the vehicle for any passengers that may remain at the end of each route and when the vehicle is delivered to the Contractor's facility. Upon completion of the inspection for remaining passengers, a sign stating the vehicle is "CLEAR" shall be posted in each vehicle
  + Drivers shall require passengers exiting the bus and crossing the road to the opposite side to pass in front of the bus.
  + Drivers shall carefully observe dismounting students and shall not engage the vehicle until the driver clearly observes all students have safely crossed the roadway.
  + Drivers shall engage the flashing vehicle lights and related safety systems and leave activated until students have safely crossed the road.
  + Drivers shall remain in the vehicle when picking up students at school.
  + Drivers shall not leave the vehicle unattended when students are in the vehicle.
  + Drivers shall turn off the ignition and remove the keys when the vehicle is unattended.

EMERGENCIES/DISABLED VEHICLES:

Drivers shall activate the emergency warning signals and notify the Contractor's dispatch office via two-way radio when a breakdown occurs. The driver shall report whether the vehicle is occupied by students and the nature of the problem. The driver may exit the vehicle to place chock blocks under the wheels; the driver shall secure the vehicle, tum off the ignition and remove keys prior to exiting the vehicle.

In the event an emergency occurs during the transportation of students and there is no other viable means of communication available to the driver, the use of a cell phone is permitted to communicate with Everett Public Schools or the Contractor.

STUDENT CONDUCT/DRIVER ENFORCEMENT:

Contractor drivers shall:

* + Maintain reasonable order on buses at all times.
  + Immediately notify the Contractor of any condition that may endanger the safety of others. Not eject a student from a vehicle for misbehavior.
  + Report all incidents and complaints to the Contractor and the school principal on the date of the occurrence.
  + Not refuse to transport any student unless specifically instructed to do so by the Assistant Superintendent of Finance & Operations, School Principal, or Transportation Coordinator.
  + Notify the Contractor's local manager, the school principal and the Assistant Superintendent of Finance & Operations of disruptive students, habitual or otherwise, and any behavior that may endanger the safety and welfare of others.
  + Post printed rules of student conduct provided by the Contractor in a conspicuous location in the vehicle.

ACCIDENTS:

The Contractor shall immediately notify the Contractor and the following city departments in the event of an accident:

* + Everett Police Department - Officer in Charge
  + EPS Office of Transportation and/or Assistant Superintendent of Finance & Operations
  + The School in which the riders on the bus are enrolled

The bus driver shall make the determination to evacuate or retain students on the bus. When students are directed to leave the vehicle by the driver, they shall be relocated and held in a safe location in the general proximity of the accident site. The Everett Fire Department shall be notified immediately when the accident results in fire, potential danger of fire or spillage of fuel. The Contractor shall immediately dispatch substitute vehicle(s) to the site to retrieve students and complete the remainder of the route when the vehicle involved in the accident is determined by the Contractor to be unsafe or inoperable. The Contractor shall prepare and submit a written accident report to the Assistant Superintendent Finance & Operations by 3:00 P.M. on the date of occurrence.

BREAKDOWNS:

The driver shall immediately notify the Contractor's dispatcher in the event a vehicle breaks down. The Contractor shall notify the school principal of the breakdown and shall immediately dispatch substitute transportation to the location. The substitute vehicle shall complete the appointed route.

EMERGENCY TRANSPORTATION PLAN:

Emergency transportation of students may be required in the event of an occurrence that requires evacuation of students from an assigned school and transportation to another location. The Contractor will be provided a written emergency transportation plan (ETP) prior to award of the contract and within 10 calendar days of written request by the Purchasing Agent. The ETP shall address at a minimum, driver call in, availability of buses and the estimated time the Contractor requires to respond to a site in the event of an emergency from time of notification by the superintendent of schools to arrival on site.

ELIGIBLE RIDERS:

Only children attending school within the Everett School District will be allowed to ride on the buses to which they are assigned. School Principals will approve exceptions and may allow individual students to ride on an alternate bus for a limited time period or will reassign students to an alternate bus on a permanent basis. The Contractor will be notified and confirm all reassignments by updating the Everett Stop Book.

Everett School Department employees will be allowed to ride on the buses to review their respective Stops and to ensure the efficiency of their respective routes.

Only eligible students will be picked up and discharged, and only as specified by the Everett School Department.

The Bus Drivers and the Contractor will report all matters of discipline to the appropriate Everett School Principal as soon after the occurrence as is possible and provide a written statement whenever requested by said School Principal. The Contractor assumes full responsibility for the observance and enforcement of reasonable order on all of the Contractor’s buses / vehicles and agrees to enforce all rules and regulations governing the conduct of the pupils while they are on the Contractor’s buses, as the Everett School Committee may from time to time prescribe. At no time shall a Bus Driver take or impose disciplinary action against a student. Said action shall be the sole responsibility of the School Principal or designee.

PERMITS AND FEES:

The Contractor will be responsible for determining all Federal, State, and Local vehicle operating requirements and obtaining all necessary permits and inspections from governing bodies at the Local, State, and Federal levels. The Contractor will be responsible for payment of any and all fees required relative to such permits and inspections. The City will not pay for or reimburse such fees or permits.

MONTHLY INVOICING:

The Vendor will submit invoicing for all busing services performed on a monthly invoice. All invoices will be mailed to: Everett School Department, 121 Vine Street, Everett, MA 02149, Attn: Business Manager. Invoices must show the City Contract number on them. The invoice must clearly indicate which month of services the invoice is for, number of buses used in providing services, and the type of services provided; and most clearly show the bid pricing, in itemized format, as listed in the Bid Submission section. The City will pay all invoices within forty-five (45) calendar days of receipt of the invoice. If discount terms are available, they must be indicated on the invoice.

PAYMENT:

The Contractor shall be paid for services rendered, based on the prices contained in the bid schedule.

There shall be no increase in payment for an increase in the number of school children transported or number of trips.

Payment will not be rendered for vehicle(s) that do not operate a route on a scheduled day or when schools are closed for Weather or other reasons.

Payment will not be rendered for extracurricular transportation that is canceled.

The Contractor shall be responsible for and shall pay all costs associated with substitute transportation services due to the Contractor's failure to meet its contractual obligations.

ASSIGNMENT/TERMINATION:

**ASSIGNMENT:** Assignment of the contract is expressly prohibited.

**TERMINATION:** Failure to provide services in accordance with the terms and conditions of the contract may result in initiation of default proceedings by the Purchasing Agent.

ATHLETIC/BAND SCHEDULES:

The schedule of dates and locations will be developed by the Athletic and Band Directors and will be provided to the Contractor a minimum of fifteen (15) days prior to the date of initial services. The pick-up and delivery times shall be mutually agreed upon by the parties.

FIELD TRIP ACTIVITY SCHEDULES:

Schools or classes requiring transportation for field trips and extracurricular activities shall endeavor to notify the Contractor a minimum of fifteen (15) days prior to the date transportation is required. The details of the trip shall be coordinated and mutually agreed upon by the parties.

Scheduled activities are subject to change. Everett Public Schools reserves the right to postpone/reschedule or cancel transportation and will endeavor to provide sufficient notice to the Contractor. The Contractor shall not charge Everett Public Schools for postponed/rescheduled or canceled trips.

PRICE OF EXTRACURRICULAR TRANSPORTATION:

The Contractor shall provide prices for extracurricular transportation in the Bid Schedule; failure to do so will render the bid non-responsive. All vehicles provided for extracurricular activities shall be invoiced at the rates set forth in the bid schedule.

**FUEL ADJUSTMENT**:

If the price of fuel increases or decreases by more than $.199 per gallon from the ‘Bid Base Price of Fuel,’ 80 percent (80%) of the cost increase or decrease shall be debited or credited to the monthly invoice(s). The increase or decrease shall apply to each category of service, i.e., regular Everett Transportation field trips, and athletic events. The fuel cost increase or decrease must remain in effect from the first operating day of the month through the last operating day of the month based on the actual price paid per gallon. In order to receive reimbursement for increased fuel costs as provided herein, the Contractor must provide receipts for said fuel on a monthly basis throughout the contract term as verification of such increase, as well as an accurate accounting (live miles per trip) of the fuel used for the City's services. Miles-per-gallon shall be based on the bus manufacturer's specifications. Under no circumstances shall the City absorb fuel costs not associated with the contract. The Contractor agrees to maintain accurate and complete records relative to the use of fuel under the Contract which shall be made available to NPS or METCO prior to the awarding of any fuel adjustment.

Any change in the State motor vehicle fuel tax will be adjusted on a penny-for-penny basis during the life of the Contract. It will be separately computed outside the $.199 adjustment limit, based on the gallons used per day as calculated above.

Bid Submission Requirements

Failure to submit with your bid the documents requested may result in the determination that your bid is non-responsive unless EPS deems such a failure to be a minor informality.

1. Bidder shall submit a completed Bid Pricing Sheet.
2. Bidder shall submit a letter designating a specific individual who will act as the primary point of contact with EPS, including a telephone number, e-mail address, and mailing address.
3. Bidder shall submit references from at least three current accounts of similar scope and size, complete with contact names and telephone numbers. EPS reserves the right to use itself as a reference, to consult references not listed by the bidder and to otherwise perform its own due diligence in making a responsibility determination.
4. Bidder shall submit a comprehensive list of all cities or towns to whom they have provided transportation services during the last five (5) years. The list must include the contact name for the city/town, title, address, and telephone number.
5. Bidder shall submit a *Company Resume*, which will contain information relative to the organization of the bidder’s transportation business including date of incorporation, organization, headquarters, field offices, size of work force, management structure, employee system, benefits, training programs, and union information.
6. Bidder shall list under organization all related transportation service corporations including parent, subsidiary, or others in which principals or senior officials in the bidding corporation have been officers for the past five (5) years.
7. Bidder shall submit the addresses of all vehicle yards to be used for EPS transportation services.
8. Bidder shall submit with their bid a commitment letter from a surety confirming the Bidder’s ability to secure a 50% Performance Bond. The surety must be authorized to do business under the laws of the Commonwealth of Massachusetts.
9. Bidder shall submit a copy of the "Employee Handbook" currently in use. This will be used by EPS to review the Contractor's policies and procedures and to evaluate whether the Contractor is responsive, reliable, and capable of providing the services as specified. EPS will pay particular attention to the Contractor's policy regarding drug and alcohol testing for employees.
10. Bidder shall submit Fuel Adjustment Form

**City of Everett**

Required Forms Solicitation #24-53 School Transportation

[FORM FOR BID 1](#_bookmark0)

[REQUIRED FORMS AND CERTIFICATIONS 2](#_bookmark1)

[CERTIFICATION OF NON-COLLUSION AND GOOD FAITH 2](#_bookmark2)

[STATEMENT OF TAX COMPLIANCE 2](#_bookmark3)

[CERTIFICATIONS 4](#_bookmark4)

[BIDDERS REFERENCE FORM 7](#_bookmark5)

[BIDDER’S CHECKLIST 8](#_bookmark6)

#### BIDDER IS ALSO ASKED TO SUBMIT THEIR W-9 FORM WITH THE REQUIRED FORMS AT THE TIME OF BID

# FORM FOR BID

24-53 School Transportation

1st Year

## Field Trips, Athletic Events, Band Events, and Extracurricular Buses:

Estimated need: An estimated 900 total buses are needed throughout the year to service all requests for field, athletic, band, or extracurricular events. These trips will require 3,500 miles of travel as well as 600 hours of waiting time.\*

**PLEASE NOTE:** ***The estimated quantities in this bid do not guarantee the actual amount that will be purchased or awarded during the year, but the total amount will be used in determining and evaluating the low bidder.***

1. Minimum per bus charge for trips up to four hours in duration\*\*:

$ x 900 buses = (A)Annual Cost

Additional fees for trips over four hours in duration:

1. Price per mile:

$ x 3,500 miles = (B)Annual Cost

1. Price per hour of waiting time:

$ x 600 hours = (C)Annual Cost

\*Any increase/decrease will be at the unit prices specified on this bid form.

\*\*The City of Everett defines minimum per bus charge to mean a flat rate for a particular trip.

FIRST-YEAR GRAND TOTAL: (Total A through C)

# BID PRICE FORM - CONTINUED

2nd Year

## Field Trips, Athletic Events, Band Events, and Extracurricular Buses:

Estimated need: An estimated 900 total buses are needed throughout the year to service all requests for field, athletic, band, or extracurricular events. These trips will require 3,500 miles of travel as well as 600 hours of waiting time.\*

**PLEASE NOTE:** ***The estimated quantities in this bid do not guarantee the actual amount that will be purchased or awarded during the year, but the total amount will be used in determining and evaluating the low bidder.***

1. Minimum per bus charge for trips up to four hours in duration\*\*:

$ x 900 buses = (A)Annual Cost

Additional fees for trips over four hours in duration:

1. Price per mile:

$ x 3,500 miles = (B)Annual Cost

1. Price per hour of waiting time:

$ x 600 hours = (C)Annual Cost

\*\*The City of Everett defines minimum per bus charge to mean a flat rate for a particular trip.

SECOND-YEAR GRAND TOTAL: (Total A through C)

# BID PRICE FORM - CONTINUED

3rd Year

## Field Trips, Athletic Events, Band Events, and Extracurricular Buses:

Estimated need: An estimated 900 total buses are needed throughout the year to service all requests for field, athletic, band, or extracurricular events. These trips will require 3,500 miles of travel as well as 600 hours of waiting time.\*

**PLEASE NOTE:** ***The estimated quantities in this bid do not guarantee the actual amount that will be purchased or awarded during the year, but the total amount will be used in determining and evaluating the low bidder.***

1. Minimum per bus charge for trips up to four hours in duration\*\*:

$ x 900 buses = (A)Annual Cost

Additional fees for trips over four hours in duration:

1. Price per mile:

$ x 3,500 miles = (B)Annual Cost

1. Price per hour of waiting time:

$ x 600 hours = (C)Annual Cost

\*\*The City of Everett defines minimum per bus charge to mean a flat rate for a particular trip.

THIRD-YEAR GRAND TOTAL: (Total A through C)

## Total Annual Cost, first year, for buses: $

## Total Annual Cost, second year, for buses: $

## Total Annual Cost, third year, for buses: $

## Total price for all three years of contract: $

Solicitation #24-53 Required Forms for School Transportation

**REQUIRED FORMS AND CERTIFICATIONS** **CERTIFICATION OF NON-COLLUSION AND GOOD FAITH**

##### The Contractor certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word ''person'' shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

#### COMPANY NAME DATE

#### BY: SIGNATURE AND TITLE PRINT NAME

# STATEMENT OF TAX COMPLIANCE

##### Pursuant to Massachusetts General Laws c. 62C, Section 49A, I certify under the penalties of perjury that to the best of my knowledge and belief, the bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

#### COMPANY NAME FEDERAL TAX ID NUMBER

#### BY: SIGNATURE AND TITLE PRINT NAME

##### Your social security or tax identification number may 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.

Solicitation #24-53 Required Forms for School Transportation

**CERTIFICATE OF AUTHORITY/CORPORATE VOTE OF AUTHORIZATION**

##### At a duly authorized meeting of the Board of Directors of the

(Name of Corporation)

##### held on , 20 Directors were present or waived notice, it was voted that

##### , be and is hereby authorized

(Officer Name) (Title)

##### to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or bond of obligation in this company’s name on its behalf of such Officer under seal of the company shall be valid and binding upon this company.

(Corporate Seal)

##### A true copy of the record,

#### ATTEST:

##### I hereby certify that I am the of the

(Title) (Name of Corporation)

##### that is the duly elected

(Officer Name) (Title)

##### of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

##### Signature:

##### Printed Name:

##### Date:

\*The company’s Corporate Vote may be substituted for the Certificate of Authority.

Solicitation #24-53 Required Forms for School Transportation

# CERTIFICATIONS

##### CORI COMPLIANCE: Contractors to the City of Everett required by law to perform CORI checks, are further required by the City of Everett to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. The undersigned certifies under penalties of perjury that said undersigned employs CORI related policies, practices and standards that are consistent with the provisions of the Commonwealth’s CORI Policies.

##### Contractor agrees that for certain municipal projects, the City or School Department may require their own CORI compliance check prior to the start of work.

##### FOREIGN CORPORATION: Undersigned certifies under penalties of perjury that said undersigned is not a foreign corporation; or, if the undersigned is a foreign corporation, they have provided, with this submittal, a Certificate from the Secretary of State stating that such corporation has been given the authority to transact business in the Commonwealth.

##### DEBARMENT: Undersigned certifies under penalties of perjury that said undersigned is not presently debarred from doing public work in the Commonwealth of Massachusetts, under any applicable debarment provisions of any Chapter of the General Laws, or any Rule or Regulation.

##### COMPLIANCE: Bidder has carefully examined the work described herein; has become thoroughly familiar with local conditions and the character and extent of the work; has carefully examined the drawings, project manual, specifications, contract documents, bid form and all addenda which are a part of this proposal, and thoroughly understands their stipulations, requirements, and provisions; and the Bidder will contract, in the form of contract required, to provide all necessary and proper machinery, equipment, facilities, and means to do all the work and furnish all the materials necessary and proper to carry out such contract in the manner and on the conditions set forth therein in accordance with the contract; and to perform or observe all other contract requirements thereby.

##### ELECTRONIC SIGNATURES: Bidder acknowledges consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. Bidder is not required to receive notices and disclosures or sign documents electronically and may request to receive paper copies and withdraw consent at any time.

BY: SIGNATURE AND TITLE PRINT NAME

Solicitation #24-53

**QUALITY REQUIREMENTS**

##### A “NO” response, a response that changes a quality requirement listed, or a failure to respond to any of the following Quality Requirements will result in a rejection of your bid.

##### Circle Yes or No for each of the following requirements:

##### Bidder has a minimum of five (5) years’ experience in the school transportation business, is presently engaged in the field of school transportation services and has demonstrated experience of three (3) years within the past five (5) years in providing transportation services of a similar size and scope to the services described in this bid.

**YES NO**

##### Bidder agrees that none of the drivers for this contract have been convicted of driving under the influence within the last 5 years.

**YES NO**

##### Bidder agrees to ensure that all drivers (including any new drivers for the duration of the contract) have had a CORI/SORI and fingerprint-based criminal background check performed with satisfactory results prior to transporting Everett students and that their required licenses and certificates remain current.

**YES NO**

##### Bidder agrees that all monitors (including any new monitors for the duration of the contract) will have a CORI/SORI and fingerprint-based criminal background check performed by EPS with satisfactory results prior to riding with Everett students.

**YES NO**

##### Bidder agrees that fully functional, properly maintained, clean, and ample equipment with provisions to have spare (backup) vehicles and experienced substitute drivers will be provided within thirty (30) minutes to cover emergencies.

**YES NO**

##### The submitted bid is without conditions, exceptions or modifications to this bid document.

**YES NO**

##### Bidder agrees to, if awarded the contract, secure a 50% Performance Bond from a surety authorized to do business under the laws of the Commonwealth of Massachusetts.

**YES NO**

##### Signature of Bidder:

##### Company Name:

Solicitation #24-53 Required Forms for School Transportation

# BIDDERS REFERENCE FORM

##### Bidder’s number of years in business Dates in business to

##### Bidder must provide five (5) business references for projects performed and completed within the past five (5) years (attach additional pages if necessary).

##### Reference Name: Contact: Address: Phone: Description and date(s) of work:

##### Reference Name: Contact: Address: Phone: Description and date(s) of work:

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##### Reference Name: Contact: Address: Phone: Description and date(s) of work:

##### Reference Name: Contact: Address: Phone: Description and date(s) of work:

References will be contacted to confirm the bidder’s skills, abilities and qualifications to faithfully perform the work as specified.

# BIDDER’S CHECKLIST

|  |  |
| --- | --- |
| The following components of your bid are necessary for consideration of your bid package.  This checklist is provided to assist you in meeting the minimum requirements. | |
| Place a check mark () beside each of the components and place in your bid package |  |
| Reviewed and Understand the Specifications? |  |
| Reviewed and Understand Contract Terms and Conditions? |  |
| Addenda Acknowledged? |  |
| Form for Bid |  |
| Certification of Non-Collusion and Good Faith |  |
| Statement of Tax Compliance |  |
| Certificate of Authority/Corporate Vote |  |
| Certifications |  |
| Bidder’s Reference Form |  |
| Fuel Adjustment Form |  |
| W-9 Form Completed and Included |  |
| *Don’t forget to place all required documents and forms in a sealed envelope, and label properly!* | |
|  | |

**Fuel Adjustment Form**

This bid is based on a gasoline price of $3.60 per gallon and a diesel price of $4.28 per gallon and will be hereafter referred to as the “Base Price of Fuel.”

The Contractor agrees to maintain accurate and complete records relative to the use of gasoline and/or diesel fuel by each of its Everett Public Schools’ vehicles. These records and all other information requested by the district shall be made available prior to the awarding of any fuel adjustment.

Beginning in the first year of the contract, and continuing for the duration of said contract, a fuel adjustment may be proposed based on the following formula:

When there is an average monthly variation of five cents ($ .05) per gallon or less, up or down, from the base price of gasoline, as established at the time of the contract bid, there will be no adjustment. On the first day of any month of any increase of more than five cents ($ .05) per gallon, additional payment for each one cent ($ .01) per gallon will be made to the contractor for the number of gallons used for transportation. **This must be accompanied by wholesale price verification from the gasoline supplier.** This will continue until gasoline prices come within the five cents ($ .05) per gallon variation allowance. If the average monthly cost of gasoline decreases more than five cents ($ .05) per gallon, a lesser payment of each one cent ($ .01) per gallon will be made to the contractor for the number of gallons used for transportation. This will continue until gasoline prices come within the five cents ($ .05) per gallon variation allowance. In both cases, any adjustment will be made each month for the term of the contract.

The amount of adjustment will be calculated as follows: Gallons Used Per Day:

Total daily route mileage X miles per gallon of the vehicles

Gallons Used Per Month:

Gallons used per day X number of days that students were transported

Fuel Adjustment:

Gallons used per month X number of cents of variation from the base per gallon price

|  |
| --- |
| Signature: |
| Company: |
| Title: |
| Address: |
| Telephone: |
| Date: |

**Bidders shall submit this form fully completed with each bid.**

**CONTRACT FOR SERVICES**

CITY: CITY OF EVERETT

VENDOR:

PROJECT:

The City hereby accepts the Vendor’s proposal to perform services (“Services”) in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as Exhibit A; (ii) Scope of Service attached hereto as Exhibit B; and (iii) the Price Proposal attached hereto as Exhibit C. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

[ ] This Agreement constitutes a notice to proceed with services.

[X] Services shall not be performed under this Agreement until the City so advises the Vendor in writing.

INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker’s Compensation and Employer’s Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

Certificates of insurance evidencing the coverage required hereunder All such policies and certificates shall be written through companies and in forms acceptable to the City’s lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the City. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the City and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under Terms and Condition Number 8, shall name the City and such other parties as the City shall require as “Additional Insured” parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

TERM: July 1, 2024 – June 30, 2025

Exhibit A B C D

Attached [X] [X] [X] [X]

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Date Signed

**CITY OF EVERETT:**

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Allison Jenkins Date Signed

Chief Procurement Officer

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Eric Demas Date Signed

Chief Financial Officer/City Auditor

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Colleen Mejia, Esq. Date Signed

City Solicitor

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Carlo DeMaria Date Signed

Mayor

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the City. No member of the Project team shall be replaced without the consent of the City. The City shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the City shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the City at the Sites specified and with any party engaged by the City in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the City for the performance of the Vendor’s Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor’s fee, the City shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the City. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the city.

4. VENDOR’S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The City shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.

c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as Exhibit C. If the agreed rate schedule is not included in the Proposal or attached as Exhibit C, the Vendor shall submit to the City, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the City at such time as the Estimated Amount has been reached. The City shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the City gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the City, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.

e. Subject to Appropriation. The obligations of the City hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the City for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor’s statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the City may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor’s anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the City receives a proper statement. In no event shall the City be liable for interest, penalties, expenses or attorney’s fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR’S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the City or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, “Materials”) furnished to the City shall become the City’s property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the City without obtaining the City’s prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the City in connection with the performance of the Vendor’s Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the City and the Vendor shall immediately deliver or otherwise make available such Materials to the City.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker’s Compensation and Employer’s Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

• Workers Compensation Required Statutory Limits

• General Liability Combined single limit of $1,000,000. Bodily Injury, Personal Injury, Property Damage, and Contractual Liability coverage.

• Auto Liability coverage for Owned, Non-Owned, and Hired automobiles in an amount of not less than $1,000,000. Combined Single Bodily Injury and Property Damage.

• Umbrella Liability in an amount of not less than $1,000,000 per occurrence.

• Professional Liability coverage in an amount of not less than $1,000,000, annual aggregate applicable to this project. If such coverage is underwritten on a Claims-made basis, coverage must be maintained for a period of three (3) years from the completion of the contract.

• Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.

At the request of the City, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the City prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the City shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the City and save harmless the City from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys’ fees, of every kind and description which the City may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the City by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The city may terminate this Agreement as follows:

a. Without cause, on ten days’ prior written notice; or

b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor’s Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the City all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the City shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the City to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the City and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.

b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the City. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.

c. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the city and the Vendor.

d. Confidentiality. The Vendor shall not, without the City’s prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the City and to such of the City’s architects, designers, vendors and lenders, and such other parties, as the City shall reasonably request, in such form as the City shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the City requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the City including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the City, nor any participant with the City, shall be personally liable to the Vendor hereunder, for the City’s payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the City for the satisfaction of any liability of the City hereunder. In no event shall the City ever be liable to the Vendor for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The City’s review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the City for all damages incurred by the City as the result of the vendor’s failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the City provided for under this Agreement are in addition to any other rights or remedies provided by law. The City may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the “Commission”), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full-time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor’s behalf, filed all state tax returns and paid all state taxes required under law.

b. The city is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor’s request, Tax Exemption Certificates will be furnished by the City to the Vendor with respect to such tax-exempt articles as may be required under this Agreement. The Vendor shall not pay, and the City shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the City is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

**Exhibit B**

SCOPE OF SERVICES

**Exhibit C**

PRICE PROPOSAL