

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE

INVITATION FOR BIDS

PURCHASE-FINANCE OF SCHOOL BUSES

BID #2022-06

174 Brush Hill Avenue West Springfield, MA 01089 (413) 735-2200

Anna Bishop Director of Finance & Operations



INVITATION FOR BID

PURCHASE-FINANCE OF SCHOOL BUSES #2022-06

The Lower Pioneer Valley Educational Collaborative is seeking bids for the purchase and financing of school buses and vans for the purpose of transporting students.

Bid specifications will be available at the Lower Pioneer Valley Educational Collaborative, 174 Brush Hill Avenue, West Springfield, Massachusetts after 10:00 a.m. on March 7, 2022, or by calling (413) 735-2200.

Sealed bids should be submitted in the format requested to the Lower Pioneer Valley Educational Collaborative, 174 Brush Hill Avenue, West Springfield, MA 01089, marked on the outside lower, left-hand corner of the Bidder's envelope **"Bid: Purchase-Finance School Buses Bid #2022-06** and received no later than 1 p.m. March 28, 2022, at which time bids will be publicly opened via Zoom conference and recorded. No bid shall be accepted after this deadline.

The LPVEC is exempt from state sales tax and adheres to MGL Chapter 30B bidding requirements.

The LPVEC, acting for the participating school districts and municipalities, reserves the right to waive any informalities in any or all bids or to reject any or all bids, or any portion thereof, as may be in the best interest of the Collaborative and its participants to do so.

Prior to the issuance of a contract or purchase order, the Collaborative reserves the right to request any Bidder to submit appropriate information regarding equipment covered in the bid specifications.



LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE BID SPECIFICATIONS

Purchase-Finance of School Buses

I. INTRODUCTION

The Lower Pioneer Valley Educational Collaborative ("LPVEC") provides programs and services to its member districts in the areas of career and technical education, special education, and school transportation. The vehicles described in these specifications will be used to transport students.

It is the intent of these specifications to describe and state minimum requirements of the vehicles. Bodies and chasses must also meet all specifications of the Massachusetts Registry of Motor Vehicles. Any vehicle that is equivalent or comparable is acceptable. Bids submitted on vehicles not meeting these minimum requirements may be subject to rejection.

The Collaborative will award the contract to the responsive and responsible bidder that best meets the Collaborative's needs.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of this Invitation for Bid. The Collaborative has no discretion under the law to consider bids that fail to comply with those requirements, except for minor informalities. If it becomes necessary to revise any part of this Bid, or otherwise provide additional information, an addendum will be issued to all prospective Bidders who received copies of the original Invitation for Bid.

This proposal is intended to cover all interested participating communities, which include, but are not limited to:

Lower Pioneer Valley Educational Collaborative

II. KEY DATES

Specifications available: 10:00 a.m. Question Submittal Deadline Bid due: March 7, 2022 March 14, 2022 March 28, 2022 at 1 p.m.

III. INSTRUCTIONS

The Lower Pioneer Valley Educational Collaborative is seeking bids for the purchase and finance of 25 various type school buses, for the purpose of transporting students, as follows:

TYPE:

- 18 New 71-Passenger Type C School Bus
- 5 New Type A Minibuses
- 2 New Transit Vans

We require these vehicles per specifications listed on Exhibits 3, 4 and 5 meeting state and federal requirements.

Sealed bids should be submitted in the format requested to the Lower Pioneer Valley Educational Collaborative, 174 Brush Hill Avenue, West Springfield, MA 01089, marked on the outside lower, left-hand corner of the Bidder's envelope "**Purchase-Finance of School Buses Bid #2022-06**" no later than 1 p.m., March 28, 2022, at which time bids will be publicly opened via Zoom conference and recorded. No bid shall be accepted after this deadline. No telephone, facsimile, or verbal quotations will be accepted. The LPVEC is not responsible for late, lost, misdirected, damaged, incomplete, illegible, or postage-due mail.



Bidders are hereby notified that issuance of this Invitation for Bid and receipt of responses does not assure that a Bidder will be chosen. LPVEC reserves the right to reject any and all bids. LPVEC reserves the right to waive any of the informalities of this Invitation for Bid, to request additional information from any Bidders, to award without negotiation or discussion, to negotiate with any Bidders, to reject any or all bids or parts of bids, to solicit new bids, or to reject any or all Bidders as it deems in either's best interest.

IV. INQUIRIES

Prospective Bidders may request clarification of information contained in the Invitation for Bid. All such requests must be received by the close of business on March 14, 2022. A response to all written requests will be provided within three (3) business days after the receipt of such request. Responses to any request for clarification will be provided in writing to all prospective Bidders who are on record as having received the Invitation for Bid. All inquiries for clarification of information contained in the Invitation for Bid must be submitted on the Bidder Inquiry Form Submittal Form IV to:

Anna Bishop, Director of Finance Lower Pioneer Valley Educational Collaborative 174 Brush Hill Avenue West Springfield, MA 01089 Phone: 413-735-2200

V. CONTRACT TERMS:

It is the intention of the Lower Pioneer Valley Educational Collaborative to enter into an agreement for the purchase and finance of proposed vehicles beginning on or about July 2022.

The bid price shall be predicated on the initial down payment to the qualifying vendor and a four (4) -year amortization schedule and be the total cost of the vehicles. The initial down payment will be one fifth of the total net cost of the vehicles.

The Bid price shall be firm for 120 days following the bid opening date, and shall not fluctuate.

Vehicles must be delivered as soon as possible, but no later than August 2022, to the Collaborative transportation office, 159 Denslow Road, East Longmeadow. The Bidder must state delivery date on the Bid Form and, in case of late delivery, the Bidder will be responsible for the lease cost for each day the vehicles are late.

Bidder must have sales/service office in a location where service and assistance can be administered within 24 hours.

VI. GENERAL REQUIREMENTS

Addenda to the Bid:

Should it become necessary to revise any part of the Invitation for Bid, notice of the revision will be given in the form of an addendum to all prospective Bidders on record as having received the Invitation for Bid. Each Bidder must acknowledge receipt of addenda, but the failure of a Bidder to receive or acknowledge receipt of any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof. Acknowledgement shall consist, minimally, of returning a signed copy of all addenda cover sheets as part of the Bid by the closing date and time. All addenda shall become a part of the Invitation for Bid. Acknowledgement of all addenda received must be submitted by the Bid closing date and time.

Opening of Bids:

At the specified time and date stated in Section II, all submitted Bids shall be publicly opened via a Zoom meeting and recorded. Any interested parties may attend the opening, however, information received will be confidential until after final action by the Board of Directors, except as required by law.



Proprietary Information:

The information provided in the Invitation for Bid is intended solely for internal use by the Bidder in response preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.

Restrictions on Communication:

From the issue date of the Invitation for Bid and until a contract has been awarded and announced, Bidders or the LPVEC are not allowed to communicate about the subject of the Invitation for Bid or a Bidder's submission, except as provided in the Inquiries Section IV.

Bid Costs:

Any recipient of the Invitation for Bid is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a bid, or otherwise responding to the Invitation for Bid, or any negotiations incidental to its bid or the Invitation for Bid.

Information Control:

The following process described is intended to ensure that all prospective Bidders have equal access to information relative to the Invitation for Bid. As part of the Invitation for Bid preparation (which may have included previous discussions with selected prospective Bidders), every effort has been made to provide prospective Bidders with adequate disclosure. Each Bidder shall prepare a Bid based only on the information contained in the Invitation for Bid, notwithstanding any information that may have been previously provided. A prospective Bidder noting any inconsistency between the information contained in the Invitation previously provided should request clarification (reference Section IV).

No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in the Invitation for Bid, an addendum to the Invitation for Bid, a request for clarification or written response thereto, or in the Bid.

Reservation of Rights:

The Lower Pioneer Valley Educational Collaborative reserves the right to accept or reject any or all Bids not withdrawn before the opening date and to waive any irregularity or informality in the Bid process. The LPVEC reserves the right to conduct discussions, request additional information, and accept revisions of Bids from any or all Bidders.

Bids may not be withdrawn within sixty (60) days after the opening date. The LPVEC reserves the right to make such investigations as deemed prudent to determine Bidder's qualifications and eligibility including, but not limited to, requests for financial statements and company profiles.

Finality of Decision:

Any decision made by the Lower Pioneer Valley Educational Collaborative, including the selection of a vendor, shall be final.

Equal Opportunity:

LPVEC hereby notifies all Bidders that minority and women's business enterprises will be afforded full opportunity to submit bids in response to this Invitation for Bid and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

Release of Information:

No Bidder shall make any press conference, news releases or announcements concerning its selection or non-selection for a contract prior to LPVEC's public release of said information or prior to the written approval of LPVEC.

VII. BID FORMAT AND SUBMISSION REQUIREMENTS:

This outlines the information that must be provided by Bidders and the required format for the Bid. Any bid which is not according to prescribed form, incomplete, not properly signed, or otherwise contrary to



instructions may be rejected by the LPVEC. Please refer also to Section II, Key Dates, and Section III, Bid Instructions, for additional requirements.

Bidders must demonstrate an understanding of the bid requirements set forth and shall provide information relating to the elements listed in sufficient detail to allow LPVEC to conduct an informed and fair selection process. Bidders are required to submit the following information which will be used by LPVEC in evaluating bids:

- A. Each Bidder must submit two (2) complete copies with the original Bid signed by an authorized member of the company. This should be the highest-ranking officer at the local level.
- **B. Description of Vehicles:** The Bidder must include with their Bid:
 - 1) performance specifications,
 - 2) design specifications, and
 - 3) proprietary specifications

as well as a description of the vehicle warranty.

C. Quality Requirements: "Or Equivalent" shall mean a vehicle equal to that named or described in these specifications or furnished by the Bidder, and the naming of any commercial name, trademark, or other identification shall not be construed to exclude any item or manufacturer not mentioned by name, or as limiting competition but shall establish a standard of equality only. A vehicle shall be considered equal to the one so named or described if: (1) it is at least equal in performance, quality, durability, appearance, strength, and design; and (2) it conforms substantially, even with deviations, to the detailed requirements for the vehicle in the specifications. Bidders must submit a brochure with vehicle specifications of equivalent or alternative bids.

When the Bidder does not state the manufacturer make and model, it is understood that the offer is exactly as specified. Final decisions concerning the quality of vehicles, other than those specifically designated, is to rest with the LPVEC and its participants whose determination shall be final and conclusive. Bidders shall guarantee quality control of all vehicles at no additional cost to the LPVEC and its participants.

All vehicles furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Vehicles will be subject to Collaborative inspection and approval at any time within 30 days after delivery. If an equivalent substitution is made, it will be the decision of the Collaborative representative to determine if it is of equal quality. Vehicles furnished must be manufactured in compliance with all existing legal or governmental directives.

- D. Exceptions: Any exceptions to the specifications or any other special considerations or conditions requested or required by the Bidder shall be enumerated by the Bidder and submitted as part of its Bid, together with an explanation as to the reason the specifications cannot be met. Each Bidder shall be required and expected to meet the specifications in their entirety, except to the extent exceptions are expressly noted in its Bid.
- E. Bid Deposit: All general bids shall be accompanied by a bid deposit in the form of a certified, cashier's or treasurer's check issued by a responsible bank or trust company made payable to the Lower Pioneer Valley Educational Collaborative or a bid bond, in an amount not less than five percent (5%) of the value of the bid as a guarantee of good faith. This amount shall function as Bid Deposit until such time as contract(s) is/are negotiated between the Lower Pioneer Valley Educational Collaborative and the successful Bidder.

Should any Bidder(s) to whom an award is made fail to enter into contract within fifteen (15) days after receipt of notice of the award, the amount so received from such Bidder(s), through certified check, shall become the property of the Lower Pioneer Valley Educational Collaborative as liquidated damages to compensate for losses due to delay and/or increased costs in delivery of vehicles. The Bid Security from the two lowest Bidders will be retained until the successful Bid has



been approved by the Lower Pioneer Valley Educational Collaborative. The Bid Securities of all other Bidders will be returned within ten (10) days after the bid opening.

- F. Liability Insurance: Bidder must include an insurance certificate or binder for general liability in the amounts \$1,000,000 owner and aggregate \$2,000,000; workers' compensation; and professional liability in the amount of \$1,000,000. In addition, the Lower Pioneer Valley Educational Collaborative shall be named as an additional insured on the Bidder's general liability policy.
- **G. Non-Collusion Statement**: By submitting a bid to LPVEC, Bidder will certify that its offer is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this section, "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- H. Tax Compliance Certificate: Bidders are further advised that upon signing a contract, the selected vendor must certify that it has complied with any and all laws of The Commonwealth relating to taxes, reporting of employees, and withholding and remitting of child support as required by Mass. Gen. Laws c.62C §49A and the Child Care Act, Stat. 1990, c.521, §7, as amended by Stat 1991, c.329 as provided in the contract. A vendor's failure to certify compliance with said laws would be cause for LPVEC not to enter into a contract. LPVEC further reserves the right to investigate, at any time prior to its execution of a contract or during the term of a contract, any information indicating that there has been a failure to comply with said laws. If LPVEC determines that any selected vendor has not complied with said laws, it shall decline to enter into a contract and may decline to extend the contract.

VIII. CONTRACT AWARD

Bids will be publicly opened via a Zoom conference and recorded in the Lower Pioneer Valley Educational Collaborative office at 174 Brush Hill Avenue, West Springfield, Massachusetts, at 1 p.m. on March 28, 2022.

The award will be made to the most responsible and responsive bidder who meets or exceeds the minimum specifications, submits the lowest net purchase cost of vehicles¹, and/or submits the lowest finance interest rate. The award will be made by vehicle Type.

Under the rules established in Massachusetts General Law Chapter 30B, the LPVEC will select those bids that meet all of the minimum requirements as outlined in the IFB and which are determined to be both responsive (those that offer all of the services requested in the IFB and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) as outlined in this section.

Notice of acceptance of bid, given or mailed, within sixty (60) business days after the opening of bids shall constitute acceptance of any item therein, conditioned on the submission by the successful Bidder of any evidence of ability to perform (satisfactory to the LPVEC), receipt of the successful bidder's Bid Security, Performance Bond, or any other assurances, and execution of the contract by the LPVEC.

The LPVEC reserves the right to accept or reject any and all bids or any item(s) thereof and to award the contract as the LPVEC deems is in it's, and other participants', best interest.

The requirements set forth in these specifications are considered binding and a part of the contract(s) with the successful bidder(s).

IX. PERFORMANCE BOND AND IRREVOCABLE LETTER OF CREDIT

On the Bid Form, Bidders are asked to separately identify the price of a performance bond.

¹after trade-in value



In addition, an irrevocable letter of credit or other surety, accepted by the LPVEC shall be submitted. The LPVEC reserves the right to waive such requirement.

X. TRADE-IN VEHICLES

Bidders must complete the trade-in bid dollar amount for each of the vehicles listed in the following Exhibit 1 through 2 and also include the amount on the Submittal Forms II and III.

Trade-In vehicles may be inspected upon request between 8:00 a.m. and 3:00 p.m. at 159 Denslow Road, East Longmeadow, Massachusetts or at other LPVEC locations. Please contact Charles Crowe, Transportation Manager, at 413-525-6616 to make inspection arrangements.

NOTE: Trade-In vehicles are sold "as is" with no warranty, written or verbal. Trade-ins **must** be removed prior to initial down payment and bank funding.



EXHIBIT 1: DISPOSITION OF VEHICLES LPVEC DISPOSITION OF 71-PASSENGER BUSES

TRADE-IN VALUE TO BE APPLIED TO TYPE C, 71-PASSENGER BUSES

	VIN #	YEAR VEHIC LE	BUS #	DESCRIPTION	ESTIMATED CONDITION	ESTIMATED MILEAGE	TRADE VALUE
1	1BAKGCPH99F263495	2009	387	71 PASS 12 BELTS	Poor	140500	
2	1BAKGCPH09F263496	2009	388	71 PASS 12 BELTS	Poor	125718	
3	1BAKGCPH49F263498	2009	390	71 PASS 12 BELTS	Fair	140407	
4	1BAKGCPH69F263499	2009	391	71 PASS 12 BELTS	Poor	137052	
5	1BAKGCPH99F263500	2009	392	71 PASS 12 BELTS	Poor	150512	
6	1BAKGCPH09F263501	2009	393	71 PASS	Fair	142928	
7	1BAKGCPH69F263504	2009	396	71 PASS 12 BELTS	Fair	112079	
8	4UZABRDK0ACAP0269	2009	421	71 PASS THOM	Fair	193869	
9	4UZABRDK0ACAP5228	2010	424	71 PASS THOM	Fair	172232	
10	4UZABRDK2ACAP5229	2010	425	71 PASS THOM	Fair	182922	
11	4UZABRDK9ACAP5230	2010	426	71 PASS THOM	Fair	151919	
12	4UZABRDK7ACAN5204	2010	430	71 PASS THOM	Poor	142745	
13	4UZABRDU4DCBT1130	2013	513	71 PASS	Poor	107617	
14	1BAKGCPH39F263489	2009	571	71 PASS	Poor	148689	
15	1BAKGCPH39F263492	2009	581	71 PASS	Fair	118728	
16	1BAKGCPH59F263493	2009	582	71 PASS	Fair	123428	
			<u> </u>			TOTAL	



EXHIBIT 2: DISPOSITION OF VEHICLES LPVEC DISPOSITION OF 25-PASSENGER BUS AND WHEELCHAIR MINI BUSES

TRADE-IN VALUE TO BE APPLIED TO TYPE A MINI SCHOOL BUSES

	VIN #	YEAR VEHICLE	BUS #	DESCRIPTION	ESTIMATED CONDITION	ESTIMATED MILEAGE	TRADE VALUE
1	1GDJG31K491109789	2010	397	8 PASS + 3WC AC	Fair	151078	
2	1GDJG31K291109922	2010	400	8 PASS + 3WC AC	Fair	192613	
3	1GDJG31KX91110736	2010	401	12 PASS + 2WC AC	Fair	196462	
4	1GDJG31KX91112048	2009	403	8 PASS + 3WC AC	Fair	150734	
5	1GDJG31KX91112132	2009	404	8 PASS + 3WC AC	Fair	140878	
6	1GDJG31K291140135	2009	408	12 PASS + 2WC AC	Poor	169777	
7	1GDJG31U151262965	2006	570	15 Pass BBIRD	Fair	176729	
						TOTAL	



EXHIBIT 3 Bid Specification Exception Sheet

71 Passenger - Type C School Bus Specifications

The bus to be bid must be a **2022 model year or newer**. Each bidder must state to the right of the listed specifications the compliance details that pertain to the unit bid indicating size, quality, range and information as necessary to determine unit quality. Bidders' specifications <u>must meet</u> or exceed minimum specifications and must be listed in detail to be considered to be qualified bidder. All Chassis specifications shall meet or exceed those specifications as set forth by the Massachusetts and must meet all Massachusetts minimum requirements for school buses.

Dealer should have maintenance/service repairs available in the greater Springfield area or no greater than a 25 mile radius. If warranty repairs/service are necessary it is the dealer's responsibility to pick up and deliver said vehicle from/to LPVEC specified location.

Body Specifications	Minimum Bus Body & Chassis Specifications	Vehicle Specifications Bid On (Indicate "same", "yes" or explain exception)
BARRIERS:	(2) 39" passenger restraining barriers conforming to FMVSS 222 with kick plate	
BATTERY BOX:	Chassis mounted battery box with slide out tray	
BODY PANEL:	Exterior Full 20-gauge reeded side panels <u>Interior</u> 22-gauge Galvalume TM panels from belt line to seat rail	
BUMPER:	<u>Front</u> Chassis supplied <u>Rear</u> Full width of body and wrap around. Pressed deep concave steel. 3/16" thick x 9 3/4" high	
COLOR:	Exterior National School Bus Chrome Yellow (high solids polyurethane) black wheels, window guard rail & rear bumper painted black Interior Light gray panels. All spray on & high-baked enamel flat black trim	
COWL STEPS:	Folding steps & painted handles on cowl for cleaning windshield. Pair	
DEFROSTER:	Included with chassis air management system.	
DOOR-EMERGENCY:	(2) glass type located center rear with slide bar lock, buzzer signal, recessed handle	
	• 4" header pad upholstered with black 42 oz. Proform fire block material	



Body Specifications	Minimum Bus Body & Chassis Specifications	Vehicle Specifications Bid On (Indicate "same", "yes" or explain exception)
	• Upper glass 622 sq. in	
	• Lower glass 398 sq. in.	
	Reflective marking - exterior	
	Interior light (red) at emergency door	
	Sliding door stop	
DOOR-ENTRANCE:	Electrically operated. Both leaves open outward	
	• 4" header pad upholstered with black 42 oz. Proform fire block material	
	Full length clear tempered glass	
VEHICLE DIMENSIONS:	Interior height 78", interior width 90", exterior width 96"	
DRIP MOLDING:	Continuous formed in exterior window header including driver's window, entrance door and rear emergency door.	
ELECTRICAL:	Access Covers	
	Main body wiring harness is easily accessible by removing molded covers over side sash.	
	Rear bulkhead electrical access	
	Accessory Switch	
	100 Amp continuous duty solenoid relay activated by the ignition switch on the chassis. With the ignition switch on, the relay is activated which allows electrical current to pass through to the body accessories and thereby reducing the amp load on the ignition switch. With the ignition off, the relay is inactive and no current is allowed to pass	
	<u>Circuit Protectors</u>	
	Fuses <u>Multiplex Electrical System</u> Body harness integrated into chassis harness. <u>Switches</u> Master Control switches-Eight Lamp activation switch and door control switch placed at driver's right hand access in field of vision of loading /unloading students. Switches not above eye level while driver in seated position. Back lighted rocker type switches, easily serviced. <u>Wire Connectors</u> Packard insulators at wire connection <u>Wiring</u> Flame retardant	



Body Specifications	Minimum Bus Body & Chassis Specifications	Vehicle Specifications Bid On (Indicate "same", "yes" or explain exception)
	Wiring Harness	
	Main body harness that is color coded and numbered	
FENDERETTES:	16-gauge metal fenderette extends 1 1/2" away from body side sheet. Continuous from bottom skirt to bottom of skirt.	
FLOOR COVERING:	1/8" black smooth rubber under seats, wheelhouses, and driver's area. 3/16" black rubber ribbed aisle w/galvanized steel aisle strips. Steps covered with ribbed black rubber with white nosing. Cove molding at side and rear walls, 2" white standee line.	
FUEL TANK OPENING:	Exterior	
	Spring loaded hinged door with latch Interior	
	Access plate in floor for servicing	
GLASS:	Flat safety tempered bonded on sides and rear.	
	(4) emergency push out windows (2 left, 2	
	right) with reflective markings, vertically hinged. Emergency window instruction	
	stickers to be placed on inside of the windows.	
	All glass tinted.	
	All glass complies with FMVSS 205 and 217.	
HAND RAIL:	Stainless steel step handrail at entrance door. Mounted at top left side of entrance door stepwell and extending to top left side of seat barrier.	
HEATER:	Rear - 84,000 BTU under seat heater	
	Stepwell - 52,000 BTU heater	
	Front - (1) mounted beside driver rated at a minimum of 93,000 BTU's	
	Fresh air type. Includes (2) heater shut-off valves in engine compartment.	
INSULATION:	2" thermal bonded polyester fiber headlining, side and rear walls. (R value is 6.25)	
INTERIOR:	Acoustic headlining first two ceiling panels.	
LETTERING:	In accordance with State and Federal requirements including mandated Roof Numbers. Front and Rear "SCHOOL BUS" 8" high x 1 1/4" stroke, maximum. Black block letters	
	<u>Sides</u> Customer's name on flat belt panels approximately	
	6" x 7/8". Black block letters. Massachusetts	
	specifications required	



Body Specifications	Minimum Bus Body & Chassis Specifications	Vehicle Specifications Bid On (Indicate "same", "yes" or explain exception)
	Rear Door "EMERGENCY DOOR" approximately 2" high x 1/4". Black 6" x 1" arrow showing direction of handle turn	
LIGHTS	All Exterior Lights LED <u>Back-Up/Stop/Tail</u> LED Sealed, horizontally mounted stop/tail, amber turn and clear back up. <u>Cluster</u> (3) Amber LED w/metal protective shields	
	(3) Red rear w/shields	
	<u>Directiona</u> l 7" round LED amber at rear.	
	(1) right and (1) left. Side directionals	
	Dome Complies with FMVSS 108.	
	<u>Marker</u> (2) LED front side corners,	
	(2) LED rear side corners,	
	(2) LED amid ship side roof.	
	Smaller size units have (4) corners only. <u>Stepwell</u>	
	 (1) operating w/ignition and interior dome light switch <u>School Warning</u> 8 LED lamp non-sequential warning light system with 16 lamp deluxe monitor. 	
	16 LED Lamp Test Activation System Switch	
	Interior	
MIRRORS:	6" x 30" safety glass with edges protected with rubber. <u>Exterior</u> (2) Dual Euro-Style HEATED Crossview	
	(2) quadrispherical crossview to comply with FMVSS 111 - HEATED	
MUD FLAPS:	Front and rear	
RAILS – GUARD:	 (1) 4 1/4" applied below windows and extends around rear corners (1) 4 1/4" applied at seat cushion level and extends around rear corners 	
	(1) 4 1/4" applied at floor level	
	(1) 4 1/4" applied at skirt bottom.	
	(2) 2 15/16" applied at roof extending length of passenger compartment, internally(1) Bottom rail	
REFLECTORS:	(6) round reflectors (2) each side and (2) rear	



Body Specifications	Minimum Bus Body & Chassis Specifications	<u>Vehicle Specifications Bid On</u> (Indicate "same", "yes" or explain exception)
RUST PROOFING:	Primer applied to both sides of all painted panels prior to assembly. <u>Driver's</u> Bostrom Routemaster driver's seat with 5 position tilt	
SEATS:	and fore and aft and weight adjustment. Wolf black upholstery with cloth insert. Forward and backward adjustment lever. Mechanical/electrical, height/weight adjustment lever to lower and raise seat.	
	Seat belt includes 3 point lap/shoulder belt, black, emergency locking retractor, web sensitive, 175" belt, push-button buckle, meets FMVSS 209 and 302 specifications	
	Adjustable pedals. Adjustable pedal feature will provide an adjustable pedal package that positions throttle and brake controls to operator's preference. Adjustment mechanism incorporated into pedal assembly or mounting structure. A rocker-style dash switch to provide movable adjustments to pedals.	
	<u>Passenger</u> FMVSS 222 - Seating capacity (71) seventy-one	
STEPWELL:	 step black rubber with white nosing bonded to gauge steel backing and applied to steps. 	
	Diamonette trim on floor edge	
STORAGE:	Storage Compartment Located over windshield with quick release latches.	
	Drivers compartment – glove box and drinkholder.	
SUN VISOR:	6" x 30" plastic with finished edge. Mounted to windshield header in metal retainment track	
UNDERCOATING:	Floor, skirts, and wheelhouses with asphalt emulsion water based material or equal.	
VENTILATOR:	Static exhaust located in top front roof.	
WINDOWS:	<u>Driver's</u> Double sliding sash w/latch. Tempered glass. Composite construction of non-bonded corrosive material. <u>Side Windows</u> Bonded split sash, with tempered glass. 12" window	
	opening. One piece bonded curved windshield. Must meet	
WINDSHIELD: WINDSHIELD	FMVSS safety standards.	
WASHERS:	 (2) electric, approximately one gallon capacity. (2) electric bottom mounted books duty maters with 2 	
WINDSHIELD WIPERS:	 (2) electric bottom mounted heavy duty motors with 2 speeds. Heavy duty wet arm wipers. INTERMITTENT Color coded and numbered in molding above left and 	
WIRING:	right windows with main wiring down left side.	
SAFETY EQUIPMENT:	Reflective triangles	



Body Specifications	Minimum Bus Body & Chassis Specifications	Vehicle Specifications Bid On (Indicate "same", "yes" or explain exception)
	5 lb. ABCD fire extinguisher	
	(2) chock blocks - rubber	
	24 unit first aid kit	
	Body fluid clean up kit	
	Backup alarm	
	Electric stop arm with LED flashing lights	
	(2)Roof escape/ventilation hatches and (4) emergency push out windows.	
	(1) Seat belt cutter	
	Child Checkmate System	
RADIO:	AM-FM/CD with Interior PA system	
VIDEO SURVEILLANCE:	Safety Vision Observer 4401 HVR 4 camera system. The camera views must contain the following: 3-AHD Wide View interior cameras covering (1) front stepwell and driver's area (2) midship and (3) rear of the vehicle. The fourth camera must be the 41AHD windshield version camera with a bracket facing out the right front windshield. The recorder shall be installed with the following sensors: Left Turn, Right Turn, Brakes, Amber Lights, Stop Arm Lights, and Panic Button. The system is to include an AWK- 1137C series integrated radio antenna with connection Kit # V-WIFI4K-MXKT-W to connect to the purchaser's existing WIFI network. The Observer 4401 HVR WIFI must be configured to the purchaser's WIFI network for successful wireless downloading. Each video recorder unit must be configured to communicate with the existing Foresight Pro program server at each location.	
WHEELBASE:	259"	
FRAME:	10.8 section modulus. 110.000 PSI	
ENGINE:	Engine – Gasoline – 7.3L	
STEERING:	Tilt steering	
TRANSMISSION:	6R140-6 SPD, 7.3L	
REAR AXLE:	20,000 lb. capacity minimum geared appropriately for 70 MPH.	
REAR SUSPENSION:	20,000 lb. Taper Leaf Springs	
FRONT AXLE:	10,000 lb. capacity minimum	
FRONT SUSPENSION:	10,000 lb. taper leaf springs	



Body Specifications	Minimum Bus Body & Chassis Specifications	Vehicle Specifications Bid On (Indicate "same", "yes" or explain exception)
BRAKES: TIRES:	Hydraulic disc split system, ABS. Foot pedal operated parking brake. 10R22.5 - 14 Ply - Front	
	10R22.5 - 14 Ply - Mud & Snow Rear	
WHEELS:	7.50 x 22.5, Hub piloted disc	
CHASSIS HOOD:	Non-reflective black	
HORNS:	Dual electric	
TURN SIGNALS:	Fender mounted	
ALTERNATOR:	160 Amp minimum, 22 SI	
BATTERIES:	2 - 12 volt 900 CCA minimum each	
BLOCK HEATER:	110 volt 750 watt	
FUEL TANK:	100 gallon mounted between the frame rails - rear or equivalent.	
GAUGES:	Manufacturer's standard gauge package including ammeter	
CRUISE CONTROL:	Electronic	
DIAGNOSTICS:	SAE J1587/1708/1939 9-pin diagnostic connector under dash. See engine and transmission specifications	
DRIVER INFO CENTER:	Odometer/hourmeter/diagnostic display and 26 warning lights	



EXHIBIT 4 Bid Specifications 2022 Type A Mini School Bus

Chassis to be a new cut-away model as described in these specifications. Minimum specifications are listed below and <u>each bidder must state to the right of the listed specification</u> the compliance details that pertain to the unit bid indicating size, quality, range and information as necessary to determine unit quality. Bidders' specifications <u>must</u> <u>meet</u> or exceed minimum specifications and must be listed in detail to be considered to be a qualified bidder. All Chassis specifications shall meet or exceed those specifications as set forth by the Massachusetts Department of Transportation, Federal Department of Transportation and the Massachusetts Minimum Safety Standards for Construction of School Buses in effect at time of manufacture.

Minimum Bus Chassis & Body Specifications	
GM dual wheel cut-away school bus model or equal	
Wheelbase 159"	
Engine, 6.0 MFI V-8 (Vortec-Gas)	
Automatic Transmission	
Heavy duty cooling	
Hydraulic brakes, disc front and rear, and power ABS	
Front axle 4,300 lb.	
Front springs, 4,300 lb.	
Rear axle, 8,800 lb.	
Rear springs, 8,600 lb.	
Front and rear shocks 32 – 35 mm	
Radial tires, LT225/75R-16D all season	
Power steering	
Daytime halogen running lights	
Battery, 600 CCA minimum	
35-gallon fuel tank	
Heat shield around fuel tank	
Driveline guards	
Dual horns	
Gauge package Including Tachometer	
Tinted windshield and windows	
4.10 rear axle ratio	
Dual rear wheels	
School bus package and certification	
Heavy-duty alternator (145 amp, minimum)	
Front heater defroster	
Front air conditioning unit	
Driver's sun visor	
Two speed and intermittent wipers and washers, to be mounted on van chassis, not on school bus body Front stabilizer bar	
Seating – 24 ambulatory	
Seat restraints for all passengers, color-coded	
Roof: exterior and interior panels-aluminum	



Minimum Bus Chassis & Body Specifications

Interior side panels, stucco embossed aluminum

Rear emergency door with upper and lower factory tinted glass & 3-point lock system. Emergency Buzzer activated when opened

Full body insulation 1 1/2" thick, minimum R value 5.75

Floor structure, embossed aluminum with steel and aluminum cross members Stars Track System for rear seats left side removal for 2 wheel chair placement

Black rubber floor covering

Black ribbed rubber step tread

Black ribbed rubber center aisle

Split sash side factory tinted windows with window latch

Interior dome light, driver dome light with separate switch Electrical panel above driver compartment with door and separate glove box above driver door

Step well light activated with door opening

Two back up lights - 7" minimum

All exterior lights to meet state/federal specifications

5/8" exterior grade plywood flooring under rubber floor

Defrost fan mounted on door control

60,000 BTU rear heater minimum 60,000

Body electrical circuits protected by breakers

Heavy-duty upholstery, green 52 oz. meet FMVSS 22

Reflective striping around each emergency exit and hatches, including MA specifications listed below

Driver's step with mudguard

Front and Rear mud flaps

Bucket type driver's seat

Driver's seat belt with self-locking retractors

Static roof ventilator

Radio in bus AM/FM/CD

Body and Chassis undercoating

Two fender mounted cross view quadrispherical heated mirrors

Factory Installed Heated Outside Mirrors

Corrosion resistant electronic door control

First aid kit: Massachusetts' Law specification

5 lb. Fire extinguisher 10BC

Reflector triangles

7" or greater full wrap-around type 1/8" thick bumper

Padded head over entrance door

Outward opening entrance door

Emergency door buzzer and pilot lamp

6" x 16" interior mirror-clear view

Padded shoulder rails



Minimum Bus Chassis & Body Specifications 16 LED light monitor board 16 LED Lamp Test Activation System Switch Automatic electric reflectorized stop arm with LED flashing lights White rubber wear plate at entrance door Molded rubber wheelhouse covers LED Eight-lamp system with hoods Meet FMVSS body construction Interior paint-gray One emergency push-out window each side Backup alarm Specialty roof hatch with buzzer Safety Vision Observer 4401 HVR 3 camera system. The camera views must contain the following: 3-AHD Wide View interior cameras covering (1) front stepwell, driver's area and front seats of the vehicle (2) midship and rear seats of the vehicle. The third (3) camera must be the 41AHD windshield version camera with a bracket facing out the right front windshield. The recorder shall be installed with the following sensors: Left Turn, Right Turn, Brakes, Amber Lights, Stop Arm Lights, and Panic Button. The system is to include an AWK-1137C series integrated radio antenna with connection Kit # V-WIFI4K-MXKT-W to connect to the purchaser's existing WIFI network. The Observer 4401 HVR WIFI must be configured to the purchaser's WIFI network for successful wireless downloading. Each video recorder unit must be configured to communicate with the existing Foresight Pro program server at each location. Lettering And Massachusetts Minimum Standards SCHOOL BUS (6" x 1") front and rear – reflective SCHOOL NAME - LPVEC on flat belt panels approximately 6" high x 7/8" black block letters EMERGENCY DOOR 2" over the door on the inside and outside SEATS on skirt behind gas fill door **ARROWS** required by law to indicate emergency door handles NO SMOKING placed inside front, 2" black letters Four inch numbers located as follows: one each left and right side of bus below windows, one on back body under tail light, one on front bumper in contrasting white color. Roof number in black 24 inch lettering Each bus shall display a sign located below the rear window of the bus, which reads "unlawful to pass when red lights are flashing." The sign shall have black letters not less than four inches or more than six inches high on a white reflective background. Rear of Bus Body will be marked with a strip of reflective National School Bus Yellow material no greater than two inches in width to be applied to the back of the bus, extending from the left lower corner of the "SCHOOL BUS" lettering, across to left side of the bus, then vertically down to the top of the bumper, across the bus on a line immediately above the bumper to the right side, then vertically up to a point even with the strip placement on the left side, and concluding with a horizontal strip terminating at the right lower corner of the "SCHOOL BUS" lettering. Rear of Bus Body will display a sign that states "Bus Stops at all R/R Crossings." Such sign shall be reflective white material, shall be black letters of four inches



Minimum Bus Ch	assis & Body Specifications	
minimum height, and	d shall be 36 inches in length placed on the rear bumper.	
Front Bumper will t with a two-inch wide	be marked diagonally 45° down the centerline of pavement strip of non-contracting reflective material.	
School Bus Yellow	ns may be marked with black letters on a reflective National material comprising background for lettering of the front DL BUS" signs unless equipped with a lighted sign.	
Yellow Material at	by will be marked with reflective National School Bus least two inches but not more than 12 inches in width, gth of the bus body and located (vertically) as close as beltline.	
35,000 BTU rear air vehicle air condition	conditioning - must be separate compressor unit from OEM ing components.	
30" seats with color harness, 22 – 85 LB	coded seat belts. Integrated safeguard ICS seats with 5 point S.	
CHASSIS:	Commercial cutaway GM TG33803	
ALTERNATOR:	145 AMP, 12 volt	
AXLES:	Front: 4,300 lb. Rear: 8,000 lb. With 4.10/1 ration	
BATTERY:	600 CCA single 12 volt-maintenance free	
BRAKES:	Power with 4 wheel anti-lock with brake warning light	
	Parking brake – cable to rear wheels Front: disc, 12.5" rotor Rear: disc 13"	
	Parking brake – cable to rear wheels	
COOLING:	Heavy-duty radiator and transmission oil cooler	
DRIVELINE GUARDS:	Around drive shaft in addition to standard	
DRIVER DOOR:	Left side with armrest, roll down window and key lock	
DRIVER SEAT:	High back bucket type with vinyl cover and lap shoulder belt	
	Color of dash and driver's seat to be light gray	
ENGINE:	6.0 MFI V-8 (Vortec – Gas engine) External oil cooler	
EXHAUST:	Single with aluminized muffler	
FUEL TANK:	35-Gallon single tank with heat shield for exhaust	
GAUGES:	Voltmeter – Water temperature – Oil pressure – Fuel level	
	Speedometer – Odometer – Trip Odometer-Tachometer	
HORNS:	Dual electric	
STEERING:	Power	



FIRES:	LT225/75R 16D, tubules radial and highway all season tread	
RANSMISSION:	Four-speed automatic with overdrive	
WHEELBASE:	159"	
WHEELS:	16" X 16" 8-stud disc	
WINDSHIELD:	Tinted solar-ray glass on windshield and driver's door	
WINDSHIELD WIPERS:	Intermittent two speed electric with washer	
MISCELLANEOUS:	Single rectangular halogen headlights	
	B3D School bus equipment Master Control switches, Eight Lamp Activation switch and door control switch placed at driver's right hand access in field of vision of loading/unloading students. Not above eye level while in seated position, Back lighted rocker/toggle switches	
	WHEEL CHAIR EQUIPMENT MUST MEET FEDERAL AND MASSACHUSETTS SPECIFICATIONS Single lift door – 42"x60" clear opening rear side Full automatic wheelchair lift with back-up system (Ricon S2000 or Braun Lift NL919IB-2-403/404 or equal) Interior and exterior lift area lighting Q-Straint QRT retractable wheelchair securement system. Quantity-two – NO EXCEPTIONS Securement system to include 3-point occupant restraint	
CAPACITY:	24-seated with no wheelchairs	
	18-seated with 1 wheelchair in-place	
	12-seated with 2-wheelchairs in place	
	Flat floor – no wheelwells	
	Q-Straint retractable tie downs Quantity 2	
	Floor track 120" left side rear	
	Overhead button track left side 120"	
	Q-Straint tie down storage pockets Quantity 2	



EXHIBIT 5 Bid Specifications Transit Vans

Chassis to be a new cut-away model as described in these specifications. Minimum specifications are listed below and <u>each bidder must state to the right of the listed specification</u> the compliance details that pertain to the unit bid indicating size, quality, range and information as necessary to determine unit quality. Bidders' specifications <u>must</u> <u>meet</u> or exceed minimum specifications and must be listed in detail to be considered to be a qualified bidder. All Chassis specifications shall meet or exceed those specifications as set forth by the Massachusetts Department of Transportation, Federal Department of Transportation and the Massachusetts Minimum Safety Standards for Construction of School Buses in effect at time of manufacture.

Transit Van Specifications	
2022 Transit 150 E1C MR 130" wheel base w/fixed windows all around, 8600 GVWR 3.5L V6	
10 Passenger capacity	
10 Speed Transmission	
AM/FM/CD Player	
YELLOW Exterior	
Grey vinyl interior w/power group	
Limited slip rear axle	
Daytime running lights	
Backup Camera	
Video Surveillance Safety Vision Observer 4401 HVR 2 camera system. The camera views should contain the following: 2-AHD Wide View interior cameras covering (1) front driver's area and driver's side of vehicle to rear seats of the vehicle (2) front passenger area and passenger side to rear seats of the vehicle. The third camera should be the 41AHD windshield version camera with a bracket facing out the right front windshield. The recorder shall be installed with the following sensors: Left Turn, Right Turn, Brakes, Amber Lights, Stop Arm Lights, and Panic Button. The system is to include an AWK-1137C series integrated radio antenna with connection Kit # V-WIFI4K-MXKT-W to connect to the purchaser's existing WIFI network. The Observer 4401 HVR WIFI must be configured to the purchaser's WIFI network for successful wireless downloading. Each video recorder unit must be configured to communicate with the existing Foresight Pro program server at each location.	
GPC Customer	
FMVSS 226 Compliance Package	
Loncoin one-piece transit flooring over ¾ tongue and groove subfloor – 130"wheel base	
Uni-body steel floor structure for FMVSS compliance	
ABS interior wall kit: mid roof 130" wheel base	
Quiet Tech package full installation wrap R11	



Transit Van Specifications	
Abs headliner & headliner extension w/6 recessed led lights, R11 insulated -130" wheel base. Headliner must be ABS (no cloth)	
Back up Alarm, Seat belt Cutter	
Freedman Caregiver single ICS rigid seat 3PT w/integrated shoulder belt	
Freedman Caregiver double ics Rigid seat 3 PT 2 position	
LED interior Warning Light (door ajar), 2 chock blocks	
2 flashing lights at front of roof - Round LED RED	
Folding roof mounted SCHOOL BUS SIGN with flashing red lights at front of vehicle	
Fixed roof mount SCHOOL BUS sign with flashing red lights mounted on rear of vehicle	
ALL EXTERIOR SCHOOL BUS SIGN LIGHTS TO BE WIRED TO ONE (1) SWITCH INCLUDING ROOF MOUNTED SIGNS	
SCHOOL BUS LETTERING	
36' Driver door perforated steel step; powder coated black	
36' Passenger door perforated steel step; powder coated black	
Rear Air Conditioning 3200 BTU and Heat 3000 BTU, 430 CFM floor unit	
Ceiling vent plenum with 4 adjustable vents, heat booster pump	
Full stainless steel grab bar	
Child checkmate system	
Fire blanket	
Meets Massachusetts 7D vehicle requirements.	

COMPANY:	DATE:
ADDRESS:	TEL. #:
AUTHORIZED SIGNATURE	_
DELIVERY DATE:	



SUBMITTAL FORM I

BID FORM

- Original plus one (1) copy of signed Bid, including all submittals
- ____ Description of Vehicles
- Meets DOT and MA RMV Requirements
- ____ Exceptions
- _____ Amortization Schedule
- ____ Bid Security
- ____ Insurance Binder;
- ____ Non-Collusion Statement;
- _____ Tax Compliance Certification; and
- ____ Trade Values

SUBMITTED BY:

Company Name:		
Address:		
Telephone:	Fax:	_
Email Address		

The undersigned has read and fully understands the specifications in this bid and will furnish quality and quantity of the items as submitted on the attached bid lists.

The bid, as presented by your organization and accepted by the LPVEC, shall be bona fide and will be subject to legal implications if contract prices are not upheld through the term of the contract.

Authorized Signature:	
Typed name:	
Title	
Date:	



SUBMITTAL FORM II

BID TO FURNISH NEW BUSES

For the amounts specified below, I agree to furnish and deliver to the Lower Pioneer Valley Educational Collaborative the vehicles/types listed below to meet the specifications as outlined in the bid.

VEHICLE TYPE ONE: Anticipated Volume: 18	Body:		Chassis:_	
71-Passenger School Buses - Type C	Model:	Model Year	:	Passenger:
Cost Per Vehicle	\$	X 18 bus \$		
Less Consideration of Vehicles on Trade-in List (page 9)	\$	_		
TOTAL COST TYPE ONE:	\$	_		
LOCATION OF CLOSEST AUTHORIZ	ED FACTORY WAI		ENTER.	
NAME:				
VEHICLE TYPE TWO: Anticipated Volume: 5 Type A Mini School Bus (25 Ambulartory / 2 Wheelchair)	-			Passenger:
Cost Per Vehicle		X 5 \$		- accongon
Less Consideration of Vehicles on Trade-in List (page 10)	\$			
TOTAL COST TYPE TWO:	\$	-		
VEHICLE TYPE THREE: Anticipated Volume: 2	Body:		Chassis:_	
Transit Vans (page 23)	Model:	Model Year	:	Passenger:
Cost Per Vehicle	\$	X 2 \$		
Less Consideration of Vehicles on Trade-in List (page 10)	\$	_		
TOTAL COST TYPE THREE:	\$	_		



SUBMITTAL FORM III

BID ON FINANCING ONLY

NET AMOUNT:	\$		
TOTAL NET AMOUNT TO BE FINANCED	\$		
FINANCE RATE:	%	FACTOR	
AMORTIZED ANNUAL COST OF VEHICLES	: \$		_ (for a period of five years)
Guaranteed delivery date based on order: _			
EQUIPMENT (if different from specification)	:		

For all bids that meet or exceed the minimum specifications, the award will be made on the basis of the lowest net purchase cost of vehicles per type and/or the lowest finance interest rate, whichever is in the public's best interest.

ADDITIONAL CLOSING COSTS: (List Each)

\$	 	 	
\$		 	
\$			

IF OWNER FINANCE OPTION IS CHOSEN, AWARD OF FINANCING WILL BE MADE ON THE BASIS OF LOWEST NET FINANCE RATE.



SUBMITTAL FORM IV

Bidder Inquiry Form

Questions in regard to:	Original Bid:	Addendum No.:
Section Number		
Company:		
Representative:		Telephone

 * All inquiries must be received by the close of business on March 14, 2022.



SUBMITTAL FORM V

CERTIFICATE OF NON-COLLUSION

As per Chapter 30B, Section 10, any person submitting a bid for the procurement of goods or services to any governmental body shall certify in writing, on the bid or bids, as follows:

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

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____



SUBMITTAL FORM VI

CERTIFICATE OF TAX COMPLIANCE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support. Signed under the pains and penalties of perjury:

(1) Individual Contractor	
	(Contractor's Name and Signature)
Social Security Number	
(2) Corporation,	
Association or Partnership	
	(Contractor's Name)
Federal Tax ID Number, or	
Social Security Number	
-	

By: _____

(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made. (b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions. (d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract. (e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.

Z:\ADMINISTRATION\PROCUREMENT (COOP PURCHASING)\BIDS\VEHICLES\FY22\PURCHASE VEHICLES\PURCHASE-FINANCE OF SCHOOL BUSES.DOC