



***LOWER PIONEER VALLEY
EDUCATIONAL COLLABORATIVE***

***INVITATION FOR BIDS
SCHOOL BUS AND VAN TIRES
BID #2023-04***

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

***Anna Bishop
Director of Finance***



INVITATION FOR BID

SCHOOL BUS AND VAN TIRES BID #2023-04

The Lower Pioneer Valley Educational Collaborative (LPVEC) is seeking bids for the purchase of School Bus and Van Tires.

Bid specifications can be obtained at the Lower Pioneer Valley Educational Collaborative, 174 Brush Hill Avenue, West Springfield, MA after 10:00 a.m. on May 9, 2022, or by calling (413) 735-2200.

Sealed paper 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 "**School Bus and Van Tires Bid #2023-04**" and received no later than 1:30 p.m. on May 26, 2022, at which time bids will be publicly opened via Zoom 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.

GENERAL INFORMATION

1. INTRODUCTION AND PURPOSE

The Lower Pioneer Valley Educational Collaborative (LPVEC), on behalf of its affiliate organization, the Massachusetts Association of School Business Officials – West (Participants), is requesting written proposals on behalf of the Participants for their **School Bus and Van Tires Bid #2023-04**. 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.

- 1.1. The LPVEC provides programs and services to its member districts in the areas of career and technical education, special education, and school transportation.
- 1.2. MASBO-West is a professional organization whose membership is comprised of school business officials, superintendents, and other school business personnel from 54 school districts located in Western Massachusetts.
- 1.3. This proposal is intended to cover all interested participating communities, which include, but are not limited to:
 - Lower Pioneer Valley Educational Collaborative
 - Pittsfield Public Schools

2. SUBMISSION OF BIDS – INSTRUCTION TO PROPOSERS

- 2.1. **SUBMISSION DEADLINE AND REQUIREMENTS:** The Lower Pioneer Valley Educational Collaborative is requesting Bids from qualified vendors for their **School Bus and Van Tires Bid #2023-04**. Bids must be submitted to:

The Lower Pioneer Valley Educational Collaborative
ATTN: Anna Bishop, Director of Finance & Operations
174 Brush Hill Avenue
West Springfield, MA 01089

Sealed bids should be marked on the outside lower, left-hand corner of the Bidder's envelope "**School Bus and Van Tires Bid #2023-04**" and submitted no later 1:30 p.m. on May 26, 2022, at which time bids will be publicly opened via Zoom 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.

Additional copies of the Invitation for Bids documents are available upon request.

Each Bidder is responsible for delivery of the Bid. Bids and/or Bid revisions received after the date and time specified will not be considered.

Each Bid must be an original and hard copy, and signed by an authorized member of the Bidder's company. This member should be the highest-ranking officer at the local level.

Each Bidder must submit with the signed original Bid, one (1) copy of the signed original Bid.

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.

2.2. KEY DATES

Specifications Available:	10:00 a.m.	May 9, 2022
Question Submittal Deadline:	4:00 p.m.	May 18, 2022
Bid Submittals Due:	1:30 p.m.	May 26, 2022

3. 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 May 18, 2022. A response to all written requests will be provided via email two (2) business days after the inquiry deadline. 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 III) to:

Anna Bishop, Director of Finance & Operations
Lower Pioneer Valley Educational Collaborative
174 Brush Hill Avenue
West Springfield, MA 01089
Phone: 413-735-2200
abishop@lpvec.org

4. CONTRACT TERMS

It is the intention of the Lower Pioneer Valley Educational Collaborative and its Participants to enter into multiple agreements for the purchase of school bus and van tires. Participants will enter into their own agreement with the selected vendors. The agreements shall remain in effect until June 30, 2023.

5. GENERAL BID REQUIREMENTS

- 5.1. **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.
- 5.2. **OPENING OF BIDS:** At the specified time and date stated in Section 2.2, all submitted bids shall be publicly opened via Zoom and recorded. Information received will be confidential until after final action by the Board of Governors, except as required by law.

- 5.3. **F.O.B. DELIVERY POINT:** All bid prices must include delivery charges to stated destination(s) as follows:

LPVEC Transportation Facilities

159 Denslow Road, East Longmeadow, MA 01028
384 Shoemaker Lane, Agawam, MA 01001
174 Brush Hill Avenue, West Springfield, MA 01089
2045 Boston Road, Wilbraham, MA 01095
80B Powder Mill Road, Southwick, MA 01077

No charges will be allowed for packing, crating, freight, express or cartage unless specifically stated and included in the bid. Prices must be firm. No delivery, fuel, freight or any other additional charges of any kind will apply.

- 5.4. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- 5.5. **QUANTITIES:** All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the LPVEC best estimates during the term of this Contract, the LPVEC does not expressly or by implication agree that the product even approximately correspond herewith, and the LPVEC reserves the right to increase or diminish the amount of any product as it may deem necessary, without change of price per unit of quantity.
- 5.6. **EQUIVALENT PRODUCTS:** Any manufacturer's brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
- 5.7. **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.
- 5.8. **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 3.
- 5.9. **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.
- 5.10. **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 for Bid and any information previously provided should request clarification (Submittal Form III).

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.

- 5.11. **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 Lower Pioneer Valley Educational Collaborative 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 Lower Pioneer Valley Educational Collaborative 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.

- 5.12. **FINALITY OF DECISION:** Any decision made by the Lower Pioneer Valley Educational Collaborative, including the selection of vendors, shall be final.
- 5.13. **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.
- 5.14. **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.

6. 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 Lower Pioneer Valley Educational Collaborative. Please refer also to Section 2, Submission of Bids – Instruction to Proposers, and Section 2.2, Key Dates, 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:

- 6.1. Each Bidder must submit one (1) complete copy with the original bid signed by an authorized member of the company. This should be the highest-ranking officer at the local level.
- 6.2. All Submittal Forms I through V and addendums, if applicable, are to be submitted with the bid.

- 6.3. **BID SECURITY:** A bid deposit shall be included with this bid in the form of a bid bond, certified check or cashier's check issued by a responsible bank or trust company in the amount of 5% of the contract price made payable to the Lower Pioneer Valley Educational Collaborative as a guarantee of good faith. This amount shall function as Bid Security until such time as contract(s) is/are negotiated between the Lower Pioneer Valley Educational Collaborative and the successful Bidders. It is further clarified that a bid deposit will be required from any one Bidder regardless of the number of bids submitted.

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 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.

- 6.4. **NON-COLLUSION STATEMENT:** Bidder will certify that their 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.
- 6.5. **TAX COMPLIANCE CERTIFICATE:** Bidders 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.

7. CONTRACT AWARD

Bids will be publicly opened via Zoom conference and recorded in the Lower Pioneer Valley Educational Collaborative office at 174 Brush Hill Avenue, West Springfield, Massachusetts, on May 26, 2022 at 1:30 p.m.

The award(s) will be made on a per item basis to the lowest responsive and responsible bidder who meets or exceeds the minimum specifications.

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).

SUBMITTAL FORM I
Evaluation Sample Bid Pricing
Bus and Van Transportation

Tires

Bidders must respond to the following Sample Price Sheet.

MAJOR MANUFACTURER BRANDS FOR TIRES WILL BE ACCEPTED
FIRESTONE, BRIDGESTONE, GOODYEAR, MICHELIN, TOYO, YOKOHAMA, HANKOOK, BF GOODRICH
RETRADING CAPS LISTED WILL BE ACCEPTED: BANDAG, OLIVER, GOODYEAR, MICHELIN

PLEASE SUBMIT THIS COMPLETED FORM WITH THIS BID SUBMISSION

71 PASSENGER SCHOOL BUSES:

SIZE		CAP TREAD	ESTIMATED QUANTITY TO BE PURCHASED	PRICE PER UNIT
10 R 22.5	Load Rating H and G Front Steers - No Caps		152	H
				G
10 R 22.5	Load Rating H and G Rear Drives - Caps	Bandag, Oliver, Goodyear, Michelin ONLY	256	H
				G
		4300		G
11 R 22.5	Load Rating H and G Front Steers - No Caps		22	H
				G
11 R 22.5	Load Rating H and G Rear Drives - Caps	Bandag, Oliver, Goodyear, Michelin ONLY	22	H
				G
		4300		G

GMC MINI BUS:

U 225/75R16	Front Steers - No Caps		50	
V 225/75R16	Rear Drives - No Caps		70	

CHEVY UPLANDER:

P225/60R17	Front Steers - No Caps		4	
P225/60R17	Rear Drives - No Caps		4	

CHEVY ASTRO:

P215/70R16	Front Steers - No Caps		4	
P215/70R16	Rear Drives - No Caps		4	

TOYOTA SIENNA:

P215/65R16	Front Steers - No Caps		4	
P215/65R16	Rear Drives - No Caps		4	

VANS (FORD E250):

245/75R16			8	
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SUBMITTAL FORM I (continued)
Evaluation Sample Bid Pricing
Bus and Van Transportation

Tires

Bidders must respond to the following Sample Price Sheet.

MAJOR MANUFACTURER BRANDS FOR TIRES WILL BE ACCEPTED

FIRESTONE, BRIDGESTONE, GOODYEAR, MICHELIN, TOYO, YOKOHAMA, HANKOOK, BF GOODRICH
RETREADING CAPS LISTED WILL BE ACCEPTED: BANDAG, OLIVER, GOODYEAR, MICHELIN

PLEASE SUBMIT THIS COMPLETED FORM WITH THIS BID SUBMISSION

SIZE		CAP TREAD	ESTIMATED QUANTITY TO BE PURCHASED	PRICE PER UNIT
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DODGE VANS:

225/65R17			20	
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FORD TRANSIT:

235/65 R16			15	
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FORD / THOMAS:

225/70R19.5			20	
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SUBMITTAL FORM II

BID FORM

LPVEC School Bus and Van Tires

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 IV
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 bid, 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 V

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.

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