

INVITATION FOR BIDS
MULTIFUNCTION SCHOOL ACTIVITY BUS
WATERTOWN PUBLIC SCHOOLS



Watertown Public Schools

30 Common Street

Watertown, MA 02472

Phone: (617) 926-7710

Fax: (617) 926-9759

NOTICE TO BIDDERS

The Watertown School Committee invites SEALED BIDS for MULTIFUNCTION SCHOOL ACTIVITY BUS.

Copies of the specifications may be obtained as of Wednesday, November 14, 2018 at 10:00 a.m. or by calling 617-926-7710 between the hours of 8:30 am – 4:00 pm, M-F when school is in session, or by accessing the District web site at:

http://watertown.ss19.sharpschool.com/district_home/business_and_finance

Each bid must be submitted on the bid form furnished in these specifications and addressed to:

ACTIVITY BUS BID

**Watertown Public Schools
30 Common Street, 3rd Floor
Watertown, MA 02472**

Sealed bids must be received no later than Monday, December 3, 2018 at 2:00 PM

All bids must be accompanied by bid security in the form of a certified check, bank check, money order or bid bond, from a MA licensed surety. The sum shall be five percent (5%) of the bid amount but in no case less than twenty-five dollars (\$25.00) and shall be made payable to the Town of Watertown. The successful Bidder may be required to furnish a bond in a sum satisfactory to the District for the faithful performance of the contract.

Withdrawal, cancellation, correction or modification of any Bid may be made by written notice and sent to the Director of Finance & Operations prior to the Bid opening. Envelope should be clearly marked as notice to the Director of Finance & Operations of the proposed request to change Bid. Requests for interpretation of attached specifications' Terms and Conditions must be received in writing no later than five (5) days prior to the scheduled Bid opening date. All requests should be addressed to the Director of Finance & Operations in writing to heidi.perkins@watertown.k12.ma.us.

This Bid is conducted under the provisions of M.G.L. Chapter 30B. Bid awards will be made within forty-five (45) days from Bid opening. Bids must be signed by a person authorized to legally bind the firm by their offer. Facsimile transmissions of Bid offers will be rejected.

Separate sheets are attached to the detailed conditions and specifications and are referred to separately in the Bids. In all cases not indicated by the Bidders as a deviation, it is understood that the conditions and specifications of Watertown Public Schools shall apply.

The Watertown School Committee reserves the right to consider cost, experience, service, and reputation in the relevant field, as well as the financial responsibility and specific qualifications set out herein of the prospective Bidder, in considering Bids and awarding the Contract. The Watertown School Committee reserves the right to reject any and all Bids or parts of Bids.

BID SPECIFICATIONS

1. BASE BID - For the 3-year fixed-rate (rate locked from bid submission until delivery of vehicle) municipal lease with zero cost buyout and 3 years of advance payments at one advance payment per year with first payment due upon delivery of vehicle, of two (2) model year 2018 or newer, 14-Passenger Multifunction School Activity Buses. Vendor is to deliver buses to Watertown Public Schools, 30 Common Street, Watertown, Massachusetts no later than February 28, 2019. For each calendar day beyond March 15, 2019 that the buses have not been delivered in accordance with all specifications and terms, bidder will forfeit fifty dollars per day with such forfeit realized as a reduction from principal amount of bus price that is financed by the lease. The District may choose to waive this penalty for what the District deems good cause. See Purchase Description section for detailed specifications.

2. ALTERNATE BID - The District also seeks alternate bids for a one (1) New 14-Passenger Multifunction School Activity Bus that will be in conformance with all terms above and with municipal lease, delivery, and penalty terms as stated in #1 above.

3. The minimum evaluation criteria are the standards that will be used to evaluate whether the bid is “responsive” and to identify “responsible” bidders. The minimum standards for this bid are:
 - a. Bid Security – The bid must be accompanied by a cashier’s check, a certified check, or a bid bond in the amount of five percent (5%) of the bid amount but in no case less than twenty-five dollars (\$25.00). The cashier’s check or certified check must be made payable to the Town of Watertown. All checks, except those of the three (3) lowest acceptable bidders, will be returned within two (2) weeks after the opening of the bids. No later than five (5) days after the award of the contract, bid guarantees not disposed of will be returned to the bidders, other than the successful bidder whose deposit will be held until satisfactory completion of the contract, or until submission of an approved performance bond.

 - b. Proof of Insurance – The selected bidder(s) shall be required to provide the issuer with proof of insurance submitted to the issuer as follows:
 - i. General liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The District to be named as an Additional Insured.
 - ii. Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. The District to be named as an Additional Insured.
 - iii. Workers’ Compensation Insurance as required by law.
 - iv. Umbrella Liability of at least \$2,000,000/occurrence, \$2,000,000/aggregate. The District to be named as an Additional Insured.

- c. References – Bidder must supply three (3) references that demonstrate that they have successfully provided similar services within the past five (5) years. The District will verify references.
 - d. Bid Submission – A signed bid indicating that the bidder promises to provide the supply or service specified, that the bidder has not been involved in collusion, and that the bidder has paid all state taxes. Bidders must submit:
 - i. Bid Form
 - ii. Tax Compliance Certificate
 - iii. Certificate of Non-Collusion
 - iv. Form W-9
 - v. Minimum Criteria Checklist
4. All documents must be in a sealed envelope labeled “ACTIVITY BUS BID” and submitted no later than Monday, December 3, 2018 at 2:00 p.m to Heidi Perkins, Director of Finance & Operations, Watertown Public Schools, 30 Common Street, 3rd Floor, Watertown, MA 02472. Late bids cannot be accepted.
5. Rule for Award – The award will be made to the responsive and responsible bidder offering either the base bid for two buses, or to two responsive and responsible bidders offering alternate bids for one bus each, that includes all specs and terms for three-year leases and delivery terms as outlined in #1 above, whichever method is deemed most advantageous to the District as determined by the Director of Finance & Operations.

PURCHASE DESCRIPTION

General

Chassis to be a new, 2018 or newer cut-away model as described in these specifications. 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. (No label unique to the MFSAB)

Technical

1. 2018 or newer dual wheel cut-away van model or equal
2. Wheelbase 159 inches
3. Gas engine V-8 EFI
4. Automatic transmission
5. Heavy duty cooling
6. Hydraulic brakes, disc front, disc or drum rear, power ABS
7. Front axle 4,300 lb.
8. Front springs, 4,300 lb.
9. Rear axle, 8,600 lb. min.
10. Rear springs, 8,600 lb.
11. Front and rear shocks
12. Radial tires, all season
13. Power steering
14. Daytime running lights
15. Battery, 600 CCA minimum
16. 33 - 35 gallon fuel tank
17. Heat shield around fuel tank
18. Drive line guards to include snow/rub rail at bottom of skirt
19. Dual horns
20. Gauge package
21. Tinted windshield
22. 12,000 – 12,300 lb. GVWR cutaway van chassis
23. 3.73 - 4.10 rear axle ratio
24. Dual rear wheels
25. School bus package and certification
26. Heavy duty alternator (145 amp, minimum)
27. Front heater defroster
28. Front air condition
29. Driver's sun visor

30. Two speed and intermittent wipers and washers, to be mounted on van chassis, not on school bus body
31. Front stabilizer bar
32. Center aisle seating – fourteen (14) ambulatory, 36-39 inch seats with built-in headrests
33. Lap and shoulder belts – two (2) per seat
34. All seats must meet or exceed FMVSS 222 standard
35. Full acoustic ceiling
36. Roof: exterior and interior panels-aluminum
37. Interior side panels, stucco embossed aluminum
38. Rear emergency door with upper and lower glass & 3-point lock system
39. Full body insulation 1½ inch thick, minimum
40. Floor structure, embossed aluminum with steel and aluminum cross members
41. Black rubber floor covering
42. Black ribbed rubber step tread
43. Black ribbed rubber center aisle
44. Split sash side windows with window latch – tinted glass
45. Interior dome light, driver dome light with separate switch
46. Electrical panel above driver compartment with door and separate glove box above driver door
47. Stepwell light and 24-inch grab rail at entrance
48. Two (2) back up lights – 7 inch minimum, LED
49. Back-up camera
50. All exterior lights to be LED
51. ½-inch exterior grade plywood flooring under rubber floor
52. 50,000 BTU rear heater (minimum 50,000 BTU)
53. Body electrical circuits protected by breakers
54. Vinyl seat upholstery/transportation grade
55. Reflective striping around emergency exits, white
56. Aluminum driver's step with mudguard
57. Rear mud flaps
58. Bucket type driver's seat with arm rest
59. Driver's seat belt with self-locking retractors
60. Static roof ventilator
61. Radio in bus AM/FM/CD to include four rear speakers
62. Body and Chassis undercoating
63. Two (2) fender mounted crossview quadrispherical mirrors
64. Corrosion resistant door control
65. First aid kit: Massachusetts specs
66. 5lb. fire extinguisher 10BC
67. Reflector triangles
68. 7 inch or greater full wrap-around type 1/8 inch thick bumper
69. Padded head over entrance door
70. Outward opening entrance door (manual)

71. Emergency door buzzer and pilot lamp
72. 6-inch x 6-inch interior mirror-clear view
73. Rear bulkhead A/C 45,000 BTU minimum with skirt mounted condenser with two fans. Front A/C cannot be combined with rear to achieve minimum rear BTU output.
74. Padded shoulder rails
75. White rubber wear plate at manual entrance door
76. Molded rubber wheelhouse covers
77. Meet FMVSS body construction
78. Interior paint-gray
79. One (1) emergency push-out window each side
80. Backup alarm
81. Specialty roof hatch with buzzer
82. Exterior color – White
83. Rear cargo area with left and right parcel racks installed
84. Lettering per customer specifications (TBD)
85. Three year/36,000 mile bumper-to-bumper warranty to include structural on body warranty
86. Five year/100,000 mile powertrain warranty
87. Height callout: must be visible from exterior rear view mirror
88. GVWR callout: clearly displayed at the bottom of the driver's side door
89. Wheel chocks, rubber – ten (10) inches wide by eight (8) inches deep by six (6) inches high
90. Decals on emergency door (s)
91. Driver's side airbag
92. Relocate exhaust to rear
93. Seat belt cutter
94. Restrict window opening to 10 inches
95. Bodily fluid kit

CHECKLIST OF MINIMUM CRITERIA

PLEASE COMPLETE THE CHECKLIST OF MINIMUM CRITERIA AND RETURN IT WITH THE BID.

	YES	NO
1. Bidder enclosed bid security with the bid?	<input type="checkbox"/>	<input type="checkbox"/>
2. Bidder signed Form of Bid to agree to provide services/goods in accordance with all bid documents?	<input type="checkbox"/>	<input type="checkbox"/>
3. Bidder enclosed insurance certificates or binders for all applicable insurance?	<input type="checkbox"/>	<input type="checkbox"/>
4. Bidder enclosed Certifications page?	<input type="checkbox"/>	<input type="checkbox"/>
5. Bidder enclosed Certificate of Authority ?	<input type="checkbox"/>	<input type="checkbox"/>
6. Bidder enclosed Form W-9 (Request for Taxpayer ID)?	<input type="checkbox"/>	<input type="checkbox"/>
7. Bidder listed three (3) references (below)?	<input type="checkbox"/>	<input type="checkbox"/>

References

Reference #1	
Contact	
Company	
Address	
Telephone	

Reference #2	
Contact	
Company	
Address	
Telephone	

Reference #3	
Contact	
Company	
Address	
Telephone	

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an original signature and all other information, or the Bid or Proposal may be rejected.

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

1. STATE TAXES PAID. Pursuant to M.G.L. c. 62C §. 49A, the undersigned certifies that, to the best of my knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2. CERTIFICATE OF NON-COLLUSION. M.G.L. c. 30 §. 39M and/or c. 30B §. 10. Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: The undersigned certifies under penalties or perjury that this bid or proposal 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.

3. COMPLIANCE. The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. The bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, and professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief, the bidder has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, and water and wastewater bills in Massachusetts as required by law.

Print Company Name: _____

Circle: Corporation Partnership Individual

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Company Federal ID/EIN #: _____ State of Incorporation: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully completed.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Committee of Directors of _____

(Name of Corporation)

held on _____ it was VOTED that:

(Date)

(Name) (Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____

(Corporation)

that _____ is the duly elected _____ of

(Name)

(Office)

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

(Clerk)

CORPORATE SEAL

FORM OF BID

BASE BID

The undersigned proposes to furnish Two **(2) New 14-Passenger Multifunction School Activity Buses** per the enclosed specifications and lease terms for the following total amount:

TOTAL BASE BID AMOUNT IN WORDS AND FIGURES

[Words]
[Figures]
Estimated Delivery Date:

ALTERNATE BID

The vendor will furnish one (1) New 14-Passenger Multifunction School Activity Bus, per the enclosed specifications and lease terms for the following total amount:

TOTAL ALTERNATE BID AMOUNT IN WORDS AND FIGURES

[Words]
[Figures]
Estimated Delivery Date:

**SUBMIT FORM OF BID IN A SEALED ENVELOPE MARKED "ACTIVITY BUS BID"
ON OR BEFORE MONDAY, DECEMBER 3, 2018 AT 2:00PM**

Signature	
Name	
Company	
Address	
City/State/ZIP	
Telephone/Fax	

TERMS AND CONDITIONS

These terms and conditions shall apply to this contract with Watertown Public Schools:

1. **BID OFFERS.** The right is reserved to reject any and all Bids or parts of Bids and to make an award as may be determined to be in the best interests of Watertown Public Schools. Bids with erasures/alterations will be rejected.
2. **AWARDS** to a Bidder may be cancelled if the Bidder shall fail to prosecute the work with promptness and diligence.
3. **PAYMENT.** Watertown Public Schools shall make no payment for services rendered prior to the execution of a written contract or prior to the services being rendered.
4. **LEGALITY.** The successful Bidder shall comply with all applicable United States, Massachusetts, and/or Town of Watertown codes, statutes, ordinances, rules, and regulations.
5. **TAXES.** Purchases made by the Town and the District are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certifications will be furnished upon request.
6. **BONDS.** If this invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, or money order from a responsible bank, made payable to the Town of Watertown, and must be filed with the original Bid at the District's School Business Office. Failure to submit surety will cause the Bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the Watertown School Committee. In the case of a default, the bid surety shall be forfeited to the Town of Watertown. The successful Bidder may be required to furnish a performance bond in an amount and with a MA licensed Surety satisfactory to the Town. The Contractor will assume all costs for bonds.
7. **ORDERS.** Verbal orders are not binding on Watertown Public Schools, and any delivery made or work performed without written order or written contract are at the risk of the Seller or Contractor and may result in unenforceable claim. The actual needs of the District shall govern the actual amount delivered under the contract to be drawn and entered into between the successful bidder and Watertown Public Schools. Purchase Orders issued by Watertown Public Schools to pay for goods or services shall be made part of the Contract.
8. **INDEMNITY.** Contractor shall agree to indemnify, defend, and hold the Town of Watertown and Watertown Public Schools harmless from any and all claims arising out of the performance of this Contract from the negligence and/or willful acts or omissions of the Contractor, its

employees, agents, or any subcontractors.

9. RIGHT TO KNOW LEGISLATION, M.G.L. c. 111F and 454 CMR 21.06. All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to M.G.L. c. 111F, are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.
10. NON-COLLUSION AFFIDAVIT, M.G.L. c. 30 §. 39M and/or c. 30B §. 10. Any person submitting a Bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the Bid or proposal, as follows: The undersigned certifies under penalties of perjury that this Bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.
11. STATE TAXES PAID. Pursuant to M.G.L. c. 62C §. 49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
12. BID OFFERS will be reviewed and awards will be made as soon as is possible. Awards will be made within forty-five (45) business days from Bid Opening or will be rejected. Offers must be signed to be valid.
13. UNIT PRICE. In the case of arithmetical error in any offer involved extension of prices quoted herein, the unit price will govern the final price of quantities offered.
14. INDEPENDENT CONTRACTOR. The contractor is neither an agent nor an employee of Watertown Public Schools and is not authorized to act on behalf of Watertown Public Schools.
15. COMPLETE AGREEMENT. The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.
16. ASSIGNMENT / SUBCONTRACTING. The Contractor shall not assign any interest in a Contract nor engage any other entity, company, subcontractor, or individual to perform any obligation to the District without prior written consent of Watertown Public Schools.
17. CONFLICT OF INTEREST. The bidder certifies that no official or employee of the Town of Watertown or Watertown Public Schools has a financial interest in this offer or in the Contract which the bidder offers to execute or in the expected profit to arise therefrom, unless there has

been compliance with the provisions of M.G.L. c. 43 §. 27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L. c. 268A §. 20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any person submitted an offer to Watertown Public Schools.

18. **TERMINATION.** Watertown Public Schools shall have the right to terminate this Agreement, if: A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Contractor within fifteen (15) days next following its receipt of a termination notice issued by Watertown Public Schools; or B) a judgment or degree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution, or similar relief relating to any bankruptcy or insolvency and such judgment or degree remains unvacated for thirty (30) days, or immediately if Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation, or dissolution relating to bankruptcy, insolvency, or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver, or liquidation of Contractor's property; or C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. Watertown Public Schools shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. **NOTICE:** Watertown Public Schools may terminate this Contract or any Purchase Order issued hereunder without cause at any time, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract and/or and Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.
19. **INTERPRETATION OF SPECIFICATIONS.** Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within five (5) working days before the scheduled bid opening. All requests shall be in writing to the Director of Finance & Operations.
20. **INFORMATION.** The submission of a Bid offer authorizes the District to contact any and all parties referenced by the Bidder in regard to financial and operations information. The District shall have the right to request verification or any information or qualifications submitted as part of any offer to the District.
21. **PRICE REDUCTION.** It is understood and agreed that should any price reductions occur between the opening of the Bid offers and the completion of the delivery of goods or services, the benefit of all such reductions will be extended to the District.
22. **GOVERNING LAW.** The offer and any contract which may ensue shall be governed by the laws of the Commonwealth of Massachusetts.

23. ENFORCEABILITY. In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.
24. DISCRIMINATION. It is understood and agreed that it shall be a material breach of Contract resulting from this Bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L. c. 151B, relative to discrimination in hiring, discharge, or terms or conditions of employment.
25. BID PROCEDURES AND REQUIREMENTS.
- a. The date and time of the Bid opening will be given in the Notice to Bidders.
 - b. All Bids must be submitted on and in accordance with forms provided by the Committee and included in this bound document. The Bid sheets are not to be removed from this document. All Bids must include, at a minimum, the required information as detailed in these documents.
 - c. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the worded written amount will govern. Any Bid not so stated in words and figures may be rejected.
 - d. Except where specifically noticed otherwise, all requested alternates will have a Bid submitted.
 - e. No Bid will be considered which purports to qualify, limit, amend, or omit any of the minimum requirements as detailed in the Bid Documents.
 - f. A Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A Bidder who is an out-of-state corporation shall qualify or register to transact business in Massachusetts in accordance with Massachusetts General Laws. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder. All Bidders are required to complete certifications of non-collusion and of compliance with State tax regulations as per M.G.L. c. 62C §. 49A.

- g. Bidder's responses to information requests will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Bid. Upon request of the District, a Bidder that is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided.
- h. All information required in the Notice to Bidders, Specifications, and Bid Offer, in connection with each item and Contract against which a Bid is submitted, must be provided to constitute an acceptable Bid.
- i. No alteration, erasure, or addition is to be made in the typewritten or printer matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of Bid.
- j. Prices and information required, except signature of Bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- k. No charge will be allowed for federal, state, or municipal sales or excise taxes as the District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- l. All Bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his/her Bid deposited on time at the place specified. However, the Watertown School Committee reserves the right to waive what it deems informalities relating to a specific Bid, to reject any and all Bids, to re-advertise and invited new Bids, to accept the whole or a part of a Bid, or to accept parts of Bids from more than one Bidder, as in the Committee's judgment is deemed to be in the best interest of the District.
- m. The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services supplies, materials, and equipment required and a representation that the Bidder can furnish the services, supplies, materials, and equipment satisfactorily in complete compliance with specifications. The submission of a Bid will also mean that the Bidder is fully informed as to the rules, regulations, and requirements of the Commonwealth of Massachusetts and Watertown Public Schools, and that the Bidder will fully comply with said rules, regulations, and requirements.

26. QUALIFICATIONS OF BIDDERS. The work and services described in these Bid documents include the performance of activities directly affecting the safety of the students of the District and the public generally. The District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract, and the Bidder shall furnish the District with all such information for this purpose as the District may request. If, in the sole opinion of the District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract Bid, the District reserves the right to reject its Bid.

27. INTERPRETATION OF BID DOCUMENTS. No interpretation of the meaning of the specifications or other Contract document will be made to any Bidder orally. Every request for such interpretation should be made in writing, addressed to the Director of Finance & Operations, Watertown Public Schools, 30 Common Street, Watertown, MA 02472, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be sent to all Bidders of record by the District in the form of addenda to the specifications. All addenda so issued shall be sent by fax with receipt acknowledged, or by electronic mail (email) with receipt acknowledged, and shall become a part of the Contract documents. Failure of any Bidder to receive any such addenda or interpretation shall not relieve the Bidder from any obligations under her/her Bid submitted.