



TOWN OF DALTON MASSACHUSETTS

Invitation for Bids Vocational Education Transportation

IFB DATE: August 11, 2021

Submission Deadline: September 1, 2019 at 4:00 p.m.

(Late Bids will be rejected)

Submit bids to:

Thomas W. Hutcheson, Town Manager

Town of Dalton

462 Main Street

Dalton, MA 01226

(413) 684-6111 ext.12, e-mail thutcheson@dalton-ma.gov

TABLE OF CONTENTS

	Page(s)
Invitation for Bids.....	3
Instructions To Bidders.....	4
Bid Submission Requirements.....	8-9
Form of General Bid /References/ Bid Pricing Sheet.....	10-13
Evaluation Criteria.....	14

ATTACHMENTS

A. Tax Compliance Form.....	15
B. Non-Collusion Form.....	16
C. Corporate Resolution.....	17
D. Insurance	18
E. Additional Contract Terms and Conditions.....	19

**TOWN OF DALTON
VOCATIONAL EDUCATION TRANSPORTATION
INVITATION FOR BIDS**

August 11, 2021

Sealed bids for furnishing the following item will be received at the Office of the Town Manager until the time specified below at which time the proposals will be publicly opened and read:

<u>ITEM</u>	<u>BID OPENING</u>
Vocational Education Transportation	September 1, 2021 at 4:00 p.m.

Specifications and bid forms may be obtained at the Office of the Town Manager, 462 Main Street, Dalton, MA after 9:00 A.M. on August 11, 2021, and thereafter between 9:00 A.M. and 4:00 P.M. Monday through Thursday until August 25, 2021 at 4:00 P.M.

Bids will be opened in the Callahan Room of the Dalton Town Hall on September 1, 2021 at 4:00 p.m.

No Pre-Bid Conference will be held for this procurement.

All bids for this project are subject to applicable public bidding laws of the Commonwealth of Massachusetts.

All materials and workmanship shall conform to the Specifications included in the Invitation for Bids.

One (1) contract will be awarded to the bidder deemed by the awarding authority to be the responsible and responsive bidder offering the lowest price. Bidder qualifications, including evidence of past performance in similar projects, will be taken into consideration in making the award.

The Town of Dalton is an affirmative action/equal opportunity TOWN/purchaser. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informality, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Dalton, Massachusetts
Thomas W. Hutcheson
Town Manager

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Dalton, Massachusetts, herein called the TOWN, acting by and through its Town Manager, will receive sealed Bids for Vocational Education Transportation Services. Such bids addressed to the Town Manager, 462 Main Street, Dalton, Massachusetts and endorsed Bid for Vocational Education Transportation Services will be received at the Office of the Town Manager, Town of Dalton, 462 Main Street, Dalton, Massachusetts until **4:00 p.m.**, on **September 1, 2021**, at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be done

The Work consists of daily transportation of high school students selecting vocational education to and from Pittsfield and Taconic High Schools in Pittsfield, MA, McCann Technical School in North Adams, MA and Smith Vocational and Agricultural High School in Northampton, MA. Approximately twenty-five students will be enrolled in the 2021 – 2022 school year: five at Pittsfield/Taconic, fifteen at McCann, and five at Smith. The bidder is responsible for verifying the above student counts, residential locations, etc.

Additional Work to be done may be furnished by addendum from time to time during the bidding period by the TOWN and shall then become a part of the Contract Documents.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected without opening; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security, if required, shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

All addenda will be sent certified mail, with return receipt requested, to all prospective bidders and the last of which will be mailed not later than five days prior to the date established for submission of bids. All bidders shall include with their bids the written acknowledgement form provided in Section, FORM OF BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the TOWN prior to the closing time, and, provided further, the TOWN is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time.

The telegraphic communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the TOWN until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic communication.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the TOWN that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute

and complete the work successfully within the time named. The TOWN'S decision or judgment on these matters will be final, conclusive, and binding.

The TOWN may make such investigations as it deems necessary, and the bidder shall furnish to the TOWN, under oath if so required, all such information and data for this purpose as the TOWN may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the TOWN.

Every request for such interpretation should be in writing addressed to the Town Manager Dalton, MA and to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished by them for such purposes), not later than five days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. Attention is directed to other applicable sections of this specification.

10. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

11. Right to Reject Bid

The TOWN reserves the right to waive any informality or reject any and all bids, should the TOWN deem it to be in the public interest to do so.

The TOWN may also reject bids which in its sole judgment are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the TOWN may waive such omissions, conditions or irregularities.

The TOWN also reserves the right to reject the bid of any bidder that the TOWN considers to be unqualified based on the criteria set forth in Article 6 herein.

12. Time for Completion, Contract Term and Extensions

The bidder must agree to commence the Work with the beginning of the 2021-2022 school year and continuing thereafter for the term of the school year for each school for which transportation is being provided. The Contract shall be originally from September 1, 2021 through August 31, 2022. At the Town's election, this may be extended for two (2) additional one-year periods. The right to extend the contract is exclusively that of the Town. The **Contract shall be automatically extended unless** written notice is provided by the Town that it does not intend to extend the Contract in the subsequent year. Such notice shall be provided by July first of each subsequent year.

If said contract is extended as provided hereinabove, each of the subsequent years shall be subject to an annual COST OF SERVICES ADJUSTMENT to be determined on or about the first day of August for the start of the coming school year. Said annual adjustment shall be calculated according to the annual percent change during the preceding fiscal year (July 1 to June 30) of the Producer Price Index, (PPI) for all Transportation Services, (WPU30) as calculated by the U.S Department of Labor Bureau of Labor Statistics, (BLS) as described in the example below.

13. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices set forth in the bid forms.

In the event that there is a discrepancy in, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The TOWN agrees to examine and consider each FORM OF BID submitted in consideration of the qualifications of the bidder and the bidder's agreements, as hereinabove set forth and as set forth in Section, FORM OF BID.

14. Award of Contract

One Contract will be awarded to "the responsible and responsive" bidder, offering the lowest total price.

15. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws need not be accepted and the TOWN may reject every such bid.

16. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the Attachment D and in such form as shall protect him performing work covered by this Contract, or the Town of Dalton and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

17. Affirmative Action/Equal Employment Opportunity Laws and Regulations

The Town of Dalton is an affirmative action/equal opportunity TOWN/purchaser. The bidder's attention is directed to all applicable State Laws, Town Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of a bidder to comply with any such law, bylaw, rule or regulation shall constitute grounds for the Town to reject a bid or to otherwise reject or terminate the award of the contract pursuant to these contract documents.

Bid Submission Requirements

The bid(s) shall include all costs and expenses to furnish the specified equipment and services including provision of temporary equipment, if necessary, (see section 5 below).

The sealed bid including all required information must be submitted prior to 4:00 p.m. on Wednesday, September 1, 2021.

1. Completed and signed bid forms (pages 10, 11, 12, &13,) and Attachments A, B, & C (pages 15, 16 & 17).
2. A list of customer references with names, addresses, and telephone numbers, only for customers for whom the bidder has performed similar services in the past. Recent past references are most important (page 12).
3. Evidence of professional qualifications, licensure, certifications, and professional designations as applicable.
4. Certificate(s) of Insurance (Town of Dalton insurance requirements are shown on ATTACHMENT D herein).
5. Evidence of having adequate equipment. Provide a list of equipment to be used including age, make and model.
6. Bids envelopes must be sealed and marked, "Vocational Education Transportation Services".

FORM OF BID

Bid of _____ (hereinafter called "Bidder")*

() a corporation, organized and existing under the laws of the state of _____

() a partnership

() a joint venture

() an individual
doing business as _____

To the Town of Dalton, Massachusetts (hereinafter called "TOWN").

Gentlemen:

The Bidder, in compliance with your invitation for bids for Vocational Education Transportation having examined the specifications herein with related documents and the site of the proposed work, as necessary, hereby proposes to furnish said services accordance with the contract documents within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the TOWN.

*Insert corporation, partnership or individual as applicable.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

The Bidder agrees to perform the base bid work described in the specifications and shown on the plans for the following lump sum or unit prices on the form below.

The rates as set forth below shall be for the daily transportation of an unlimited number of students during the school year of approximately 180 days.

BID 2021- 2022 SCHOOL YEAR DAILY RATES UNLIMITED NUMBER OF STUDENTS

SCHOOLS	DAILY RATE BID PRICE IN NUMBERS	DAILY RATE BID PRICE IN WORDS
Taconic/Pittsfield High		
McCann Technical		
Smith Vocational		

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the TOWN reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement as shown in Attachment E CONTRACT.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for ____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals are as follows:

(Attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the TOWN to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Project Description</u>	<u>Contract Amount</u>	<u>Reference Name/Tel#</u>
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____
f.	_____	_____

4. Bank reference
- _____ (Name)
- _____ (Bank)
- _____ (Address)
- _____

Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes Required under law.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Respectfully submitted:

Date: _____

By: _____

(Signature)

(Name of Bidder)

(SEAL - if bid is by
a corporation)

(Title)

(Business Address)

(City and State)

(Telephone Number)

Evaluation Criteria

One contract will be awarded to the responsible and responsive bidder offering the lowest price in accordance with Massachusetts General Laws and as determined by the conditions set forth below:

1. The lowest price for furnishing the items as specified herein.
2. Extent of experience with similar projects and recent experience.
3. Strength and credibility of references.
4. Qualifications of the company's staff actually doing the work, and review of adequacy of equipment.
5. Ability to provide Certificate(s) of Insurance in amounts acceptable to the Town of Dalton.
6. Ability to provide standard business credit report demonstrating bidder's financial stability.

ATTACHMENT A

CERTIFICATE OF STATE TAX COMPLIANCE

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State Tax returns and paid all State and Local taxes as required under law.

*Signature of Individual

By: Corporate Officer

** Voluntary Social Security #

** Federal Tax Identification #

*The contract will not be issued unless this certification
Is signed by the applicant.

Your Social Security / Federal Identification number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Contractors who fail to correct their non-filing or delinquency **will be subject to suspension or non-renewal. This request is made under the authority of the Massachusetts General Law, Chapter 62C, Section 49A.

ATTACHEMENT B
CERTIFICATE OF NON-COLLUSION

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.

(Signature of individual submitting bid)

(Name of Business)

ATTACHMENT C

CORPORATE RESOLUTION

(TO BE FILED IF CONTRACTOR IS A CORPORATION)

1 _____, HEREBY CERTIFY THAT I AM THE DULY
(SECRETARY OF THE CORPORATION)

QUALIFIED AND ACTING SECRETARY OF _____
(NAME OF CORPORATION)

AND I FURTHER CERTIFY THAT A MEETING OF THE BOARD OF
DIRECTORS OF SAID COMPANY, DULY CALLED AND HELD ON

_____ AT WHICH ALL DIRECTORS WERE
(DATE OF MEETING)

PERSENT AND VOTING THE FOLLOWING INDIVIDUALS

**WERE DULY AUTHORIZED AND EMPOWERED TO EXECUTE FORMS OF GENERAL BIDS,
CONTRACTS, AGREEMENTS, OR BONDS ON BEHALF OF THE CORPORATION. I FURTHER
CERTIFY THAT THE ABOVE AUTHORITY IS STILL IN EFFECT AND HAS NOT CHANGED OR
BEEN MODIFIED IN ANY RESPECT.**

(SECRETARY OF CORPORATION)

A TRUE COPY:

ATTEST: _____
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____
(DATE)

ATTACHMENT D

INSURANCE

A. Broad form Commercial General Liability coverage naming as additional insured, written on a "per occurrence" basis and with an aggregate cap no less than 3 times the required limit: \$1,000,000, Combined Single-Limit (C.S.L.) OR Commercial General Liability coverage that (1) does not name as additional insured, or (2) carries an aggregate loss limit less than three times the required limit, or (3) is written on a claims made policy form (minimum twelve months "tail" coverage required beyond completion of this agreement): C.S.L., AND Owner's and Contractor's Protective Liability coverage for and in the name of Town \$1,000,000 C.S.L. (Separate policy must be submitted.)

B. Automobile Liability coverage, including coverage for owned, hired or borrowed autos: \$1,000,000 C.S.L.

C. Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$1,000,000 C.S.L. (Note: Existence of umbrella coverage may serve to satisfy underlying limits for Automobile and General Liability where existing limits do not meet requirements under A. & B. above.)

E. Professional errors and omissions coverage, if applicable, (i.e., architects, engineers, etc.) for not less than \$500,000.00 C.S.L.

ATTACHMENT E

CONTRACT TERMS AND CONDITIONS

TOWN OF DALTON, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of DALTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 462 Main Street, Dalton, Massachusetts hereinafter referred to as the “TOWN”, and _____, a Massachusetts corporation having a usual place of business at _____ Massachusetts hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

Whereas, the TOWN invited the submission of proposals for the purchase and delivery of Vocational Education Bus Transportation services, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of the provision of daily transportation of vocational education students to and from Pittsfield, North Adams and Northampton Massachusetts as necessary.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from September 1, 2019 and shall expire on August 31, 2020 unless terminated earlier pursuant to the terms hereof, or extended as more fully described in Attachment 1 hereto.
4. **COMPENSATION.** The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price shall be as set forth in Attachment 1 hereto.

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the TOWN, as set out in Attachment 2.

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN

harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given

when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

- 16. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 17. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- 18. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF DALTON, MA

By its: TOWN MANAGER

I certify that an appropriation
is available in the amount of this
Contract.

Town Accountant

CONTRACTOR:

(Signature)

(Name and Title)

ATTACHMENT 1.

The term of the Contract shall be originally from September 1, 2021 through August 31, 2022. At the Town’s election, this may be extended for two (2) additional one-year periods. The right to extend the contract is exclusively that of the Town. Such notice shall be provided on or about August first of each subsequent year.

The rates as set forth below, shall be for the daily transportation of an unlimited number of students during the school year of approximately 180 days, and are as contained in the bid of contractor in response to the Town’s Request for Proposals.

2021- 2022 SCHOOL YEAR DAILY RATES UNLIMITED NUMBER OF STUDENTS

SCHOOLS	CONTACT PRICE IN NUMBERS	CONTACT PRICE IN WORDS
Taconic/Pittsfield High		
McCann Technical		
Smith Vocational		

If said contract is extended as provided hereinabove, each of the subsequent years shall be subject to an annual COST OF SERVICES ADJUSTMENT to be determined on or about August first for the start of the coming school year. Said annual adjustment shall be calculated according to the annual percent change during the preceding fiscal year (July 1 to June 30) of the Producer Price Index, (PPI) for all Transportation Services, (WPU30) as calculated by the U.S Department of Labor Bureau of Labor Statistics, (BLS) as described in the example below.

(The Transportation Services Index increased from 117.6 on July 1, 2012 to 119.8 on June 30, 2013, an increase of 1.87 %. Therefore, the daily rates as set forth in the FORM OF GENERAL BID would have been increased by 1.87 % in the subsequent fiscal year. The percent change is determined by subtracting the index number on June 30, 2013 in the example, from the number on July 1, 2012, and then dividing the resultant number of 2.2 by the original base number of 117.6)