

TOWN OF NORTH ANDOVER



INVITATION FOR BIDS

STUDENT DRIVER EDUCATION SERVICES

December 4, 2023

Contact

Jim Mealey

Address

**Assistant Superintendent, Finance & Operations
566 Main Street
North Andover, MA 01845**

Telephone Number:

978-794-1503

Fax Number:

978-794-0231

Email

mealeyj@northandoverpublicschools.com

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1. Introduction

The North Andover School Department ('School') is soliciting bids from qualified companies to furnish Driver Education Services to North Andover School District students. Qualified companies are requested to submit bids to the Assistant Superintendent, Finance & Operations at 566 Main Street, North Andover, MA, in accordance with the instructions contained within this Invitation for Bids.

The School is seeking to award a one-year contract for the period of February 1, 2024 through January 31, 2025 with two (2) additional one-year renewals, solely at the discretion of the School. The School will provide written confirmation of renewal at least sixty (60) days prior to the end of the contract period.

Notice of this IFB is published in the Goods and Services Bulletin, which is a weekly publication of the Office of the Secretary of the Commonwealth, the Eagle-Tribune (a newspaper of general circulation) and posted on the Town website (www.northandoverma.gov) under "Bids and Proposals".

The North Andover School Department may cancel this IFB or reject in whole or in part any and all proposals, if they determine that cancellation or rejection serves the best interest of the North Andover School Department.

2. Submission Deadline and Instructions

Qualified companies are requested to submit the pricing proposal sheet (Appendix A) in a sealed envelope marked "Student Driver Education Services" with the applicant's name and address on the front. Applicants should provide one (1) signed original proposal. Fax or electronic submissions will not be accepted. Applicants must also execute and include in the sealed submission the Certificate of Vote, Certificate of Non-Collusion, and the Certificate of Tax Compliance. The North Andover School Department, through the School Superintendent, is the awarding authority and reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; and to award contracts or to cancel this Invitation for Bids if it is in the North Andover School Department's best interest to do so.

Proposals must be signed as follows: a) if the bidder is an individual, by her/him personally; b) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and c) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

All sealed proposals must be received and registered by the Assistant Superintendent's office by December 28, 2023 at 10:00 a.m. All outer envelopes must be labeled "Student Driver Education Services" and mailed or hand delivered to the following address:

Mr. James Mealey, Ass't Superintendent
North Andover School Department
566 Main Street,
North Andover, MA 01845

No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection. If on the date and time of the submittal deadline the North Andover School Department is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 10:00a.m. on the next normal business day.

3. Questions, Addendum or Proposal Modification

Questions concerning this IFB must be submitted in writing to: Mr. James Mealey, Assistant Superintendent – Finance & Operations, 566 Main Street, North Andover, MA 01845, or may be emailed to Mr. Mealey at mealeyj@northandoverpublicschools.com. All questions/inquiries must be received by 12:00 p.m. on December 18, 2023 to be considered. Questions/inquiries may be delivered, mailed or emailed. Written responses will be posted on the Town's website (www.northandoverma.gov) in "Bids and Proposals" by December 19, 2023 at 12:00 p.m.

If any changes are made to this IFB, an addendum will be posted on the Town's website in "Bids and Proposals". It is the sole responsibility of the bidder to ascertain the existence of any addenda and/or modifications issued by the School. As this IFB has been published on the Town's website (www.northandoverma.gov) all bidders are responsible for checking the website for any addenda and /or modifications that are subsequently made to this IFB.

The School accepts no liability for and will provide no accommodations to bidders who fail to check for amendments and/or modifications to this IFB and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the IFB language or any IFB component files. Modifications to the body of the IFB, Scope of Work, terms and conditions, or which change the intent of this IFB are prohibited and may disqualify a response.

All proposals submitted in response to this IFB shall remain firm for sixty (60) days following the submittal deadline. It is anticipated that the contract will be awarded within thirty (30) days after the submittal deadline.

Bidders are not to communicate directly with any employee of the North Andover School Department, except as specified in this IFB, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this IFB.

Bidders may contact the Contact Person for this IFB in the event this IFB is incomplete or the bidder is having trouble obtaining any part of the IFB electronically through the Town website (www.northandoverma.gov), including, and without limitation the form and attachments.

Bidder with disabilities or hardships that seek reasonable accommodations, which may include the receipt of IFB information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing to the contact person, and reasonable accommodation will be made by agreement with the contact person on behalf of the North Andover School Department.

4. Minimum Requirements

Each bidder must demonstrate that it meets the following minimum requirements:

- A. Company must demonstrate a minimum of seven (7) years experience providing student driver education services.
- B. Company office must be located within fifteen (15) miles from North Andover High School, 566 Main St., as determined utilizing Google Maps (in the event student needs to attend make-up class).
- C. Company vehicles must hold a current Massachusetts registration and have an updated and valid inspection sticker. Vehicles must be no older than five (5) years of age and have no more than 80,000 miles on the odometer. Company shall submit a detailed list of all vehicles to be used in the program including year, make, model, and actual mileage.
- D. All instructors, both classroom and driving portions, shall be required to submit to a fingerprints' review at their own expense.
- E. All instructors, both classroom and driving portions, shall be required to submit a Criminal Offender Records Information (CORI) application and pass CORI review.
- F. Company shall submit a complete list of all contracts performed in the past three (3) years with contact names and telephone numbers.
- G. Unit prices quoted shall remain firm for the specific period of the contract.
- H. Submission of required statements and forms.

5. Scope of Services

- A. Company will provide a minimum of four (4) driver education course sessions per year (winter, spring, summer, and fall) with each session able to accommodate a minimum of fifty (50) students.
- B. Driver education course will be offered to North Andover School District students 15 years 9 months of age or older.
- C. The course shall meet the driver education program as designed by the Registry of Motor Vehicles, including:

- a. Thirty (30) hours of classroom instruction (at the high school or virtual)
- b. Twelve (12) hours of behind the wheel training
- c. Six (6) hours of observing another student's lesson
- d. A 2-hour parent class (at the high school or virtual)

D. Company will allow missed classes to be made up in any future lesson.

E. For driving lessons, instructor will pick up students at either the students' homes or at the high school and return them to either home or school.

F. The Community Programs Office of the School Department will be responsible for the distribution and collection of all registration materials and fees. Registration information (including student's name, address and contact number) will be forwarded to the company prior to the beginning of scheduled session.

G. The Community Programs Office will be responsible for securing classroom space at the high school for each scheduled session.

6. Estimated Quantities

For bid purposes only, it is estimated that a total of 200 students (50 per session) will participate in the driver education sessions. The School will not be obligated to commit to any specific number of students during the period of the contract.

7. Evaluation of Bids

Bids will first be examined for their responsiveness to what is requested in this IFB. Responsibility of the bidder will then be ascertained. Finally, the unit price for each registration offered by each responsive and responsible bidder will be taken into account for the first year solely of the proposed contract. The School is required to award the contract to the lowest responsive and responsible bidder.

- Responsiveness

Bidders must completely fill out and submit the bid form and all other required forms. All services that are the subject of the bid must meet the minimum standards and scope of services set forth including the standards by which the procurement officer will determine acceptability as to quality, workmanship, results of inspections and tests, and suitability for a particular purpose.

- Responsibility

Bidders must demonstrate that they meet measures of responsibility. The School will not award a contract to any bidder who cannot furnish satisfactory evidence of his ability and experience in this type of work and that he has sufficient plant and capital to enable him to prosecute and complete the work as outlined. The School may make such investigations as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard.

All costs not listed on the bid price sheet will not be considered part of the contract and therefore will not be paid. The North Andover School Department will not be charged fuel surcharges or administrative fees as part of any contract entered into as a result of this IFB. Additionally the North Andover School Department will not be charged late fees unless payment is not made within sixty (60) days of the receipt of invoice.

The North Andover School Department is a tax exempt entity so no sales tax will be assessed to any purchases made under this proposed contract.

8. Term of Contract

The North Andover School Department is seeking to award a one-year contract with two (2) additional one-year renewals, solely at the discretion of the School. The School will provide written confirmation of renewal at least sixty (60) days prior to the end of the contract period.

APPENDIX A - PRICE PROPOSAL

The Contract will be awarded to the responsible, responsive bidder offering the lowest registration price for the first year of the proposed contract. All prices are to remain firm for the duration of the Contract.

Year 1 - February 1, 2024 through January 31, 2025

Registration fee per student \$ _____

Year 2 - February 1, 2025 through January 31, 2026

Registration fee per student \$ _____

Year 3 - February 1, 2026 through January 31, 2027

Registration fee per student \$ _____

Addenda _____ are acknowledged: _____
Signature

Business Name _____

Business Address _____

Business Phone _____ Fax _____

Email Address _____

Name of Person Authorized to sign Price Proposal

Title of Person Authorized to sign Price Proposal

Signature of Above Person

CONTRACT NO. _____

VENDOR NO. _____

SERVICE CONTRACT WITH THE NORTH ANDOVER PUBLIC SCHOOLS

THIS CONTRACT made and entered into this ____ day of , 2023, by and between **North Andover Public Schools** , a domestic profit corporation duly authorized by law and having a principal place of business at _____, hereinafter called "CONTRACTOR", and The North Andover Public Schools , ("DISTRICT") a municipal corporation duly established by law and located at 566 Main Street, North Andover, Essex County, Commonwealth of Massachusetts.

WHEREAS, the DISTRICT issued its Request for Quotes dated _____ for _____, 2023, and;

WHEREAS, the CONTRACTOR represents that it is duly qualified in this field, and has agreed to perform the services requested by The North Andover Public Schools ; and

WHEREAS, the DISTRICT has accepted the CONTRACTOR'S proposal subject to the conditions and agreements herein contained;

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

-1-

The CONTRACTOR agrees that it will provide School Safety and Security Services as described in accordance with the Request for quotes, Specifications, and the RFQ. The Request for quotes, the Specifications, the RFQ, all required Certifications, all Insurance Binders, and the Schedule of Minimum Wage Rates, are incorporated herein and made a part of this CONTRACT.

The CONTRACTOR will report to the signatory Department Head of this CONTRACT.

-2-

The Contract Period will commence on _____, 2023 and terminating _____, 2023. Any extensions of time must be by written NOTICE per paragraph 21 from the DISTRICT, and are at the sole discretion of the DISTRICT .

-3-

Total payments under this CONTRACT shall not exceed _____ DOLLARS. This Contract is expressly subject to and contingent upon an appropriation of funds.

-4-

The DISTRICT agrees to use best efforts to pay for services within thirty (30) days of receiving an invoice, so long as all services provided are sufficiently detailed in the invoice, and that the invoice has filed with the contracting department. Any payment under this Contract shall not constitute or be deemed a waiver, relinquishment, release, or abandonment of any claim which the DISTRICT may have against the CONTRACTOR for breach of this Contract.

-5-

The CONTRACTOR agrees that no obligation shall be considered to have incurred under this CONTRACT unless and until a purchase order shall have been duly issued and approved. And further, that the obligation incurred shall be limited to the amount set forth in purchase order or purchase orders duly issued and approved.

-6-

The CONTRACTOR states that it is qualified, and is in all relevant aspects, in good standing. The CONTRACTOR certifies that performance under this Contract will meet ethical business standards and good stewardship of taxpayer and public funding to prevent waste or abuse.

-7-

The CONTRACTOR shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation (MGL c.152), Public Liability, and Property Damage Insurance, including contractual liability coverage. All insurance shall be for policy limits acceptable to the DISTRICT ; all required insurance shall be certified by a duly authorized representative of the insurers on the "MIIA" or "ACORD" Certificate of Insurance form (incorporated into and made a part of this agreement); and before commencement of work hereunder the CONTRACTOR agrees to furnish the DISTRICT with certificate(s) of insurance or other evidence satisfactory to the DISTRICT. The certificates shall contain the following express obligations: "In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder. Where notice is not provided by CONTRACTOR's insurer, the notice will be provided by the CONTRACTOR." The DISTRICT shall be named as an additional insured under each policy or policies, except Workers' Compensation.

For the purpose of the Contract, the CONTRACTOR shall carry the following types of insurance in at least the limits specified below.

Workers' Compensation – the required statutory amount
Employer's Liability – \$500,000
Bodily Injury & Property Damage Liability Except Automobile – \$500,000
Automobile Bodily Injury & Property Damage Liability – \$1,000,000 combined single limit for each accident.
Excess Umbrella Liability – \$1,000,000 for each occurrence

-8-

It is further agreed by the CONTRACTOR that, in the event the DISTRICT is sued in a court of law or equity, or demand is made upon the DISTRICT for payment of any damages arising out of the CONTRACTOR'S performance or non-performance of this Contract, then the CONTRACTOR, without reservation, shall indemnify and hold harmless The North Andover Public Schools against any and all claims arising out of the CONTRACTOR'S performance or non-performance of the CONTRACT.

To the full extent permitted by law, no official, employee, agent or representative of the DISTRICT shall be individually or personally liable on any obligation of the DISTRICT under this Contract.

-9-

This Contract is subject to all laws of the Commonwealth of Massachusetts, federal, state and local, which are applicable to this Contract or work with a public entity; and it is presumed that the CONTRACTOR is cognizant thereof. Any and all proceedings or actions relating to the subject matter herein shall be brought and maintained in the courts of the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

-10-

The CONTRACTOR agrees to comply with all the provisions of General Laws, Chapter 30B and all related sections, including amendments thereto, in performing all work under this CONTRACT, and the provisions of said sections are made a part of this CONTRACT and are to be considered as covenants, terms and conditions hereof as though all the provisions were specifically incorporated herein, and the provisions of the said sections shall apply even though it may appear they are not applicable to the work of the type to be performed under this CONTRACT.

-11-

The CONTRACTOR will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws c.151, §1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of

Massachusetts as they may from time to time be amended. The CONTRACTOR will, if applicable, comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws c.149 (Prevailing Wage), and shall be in force and as amended. The CONTRACTOR will, if applicable, submit certified weekly payrolls to the DISTRICT in accordance with MGL c.151, §1, et seq. The wage rate schedule attached to the bid or solicitation shall be made a part of this contract, and shall continue to be the minimum rate or rates of wages during the life of the contract as updated yearly unless adjusted by the Commonwealth. The CONTRACTOR shall cause a copy of said schedule to be kept posted in a conspicuous place during the life of the contract.

-12-

The CONTRACTOR will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws c.151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

The CONTRACTOR shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

-13-

The CONTRACTOR shall give its personal attention constantly to the faithful performance of the work and shall not assign or delegate, in whole or in part or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract without the written approval of the DISTRICT .

-14-

It is further agreed that the DISTRICT may terminate this CONTRACT without cause, upon fourteen (14) days' written notice to the other party, sent by certified mail, to the usual place of business of the other party. The DISTRICT may also terminate this CONTRACT at any time for cause.

-15-

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 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.

-16-

It is understood and agreed by the DISTRICT and the CONTRACTOR that a Contract Performance Record Form must be completed on this contract by the Department Head or his designee who is supervising this contract, and such Contract Performance Record Form must be submitted to the Assistant Superintendent, Finance and Operations, TOWN Accountant, and Purchasing Agent prior to release of final payment under this contract. If requested by the CONTRACTOR a copy of the Contract Performance Record Form shall be furnished to the CONTRACTOR.

-17-

The CONTRACTOR certifies that any and all taxes and municipal fees due and owing to the TOWN of North Andover have been paid in full.

-18-

All fees for the DISTRICT permits or licenses required for these services shall be waived, but any additional fees for licenses and permits shall be the responsibility of the CONTRACTOR.

-19-

This contract is only binding upon, and enforceable against the DISTRICT if: 1) the Contract is signed by the Superintendent or his/her designee; 2) and endorsed with approval of TOWN Counsel as to form.

At any time during normal business hours, and as often as the DISTRICT may deem it reasonably necessary, there shall be available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

-20-

This instrument, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein. Any Amendments to this Contract must be made in writing and executed by all signatories to the original Contract, prior to the effective date of the amendment.

CERTIFICATIONS

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that our 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 natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature: _____

Date: _____

Print Name & Title

Company Name

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

_____, authorized signatory for _____
Name of individual *Name of contractor*

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of North Andover, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

CERTIFICATE OF VOTE

At a duly authorized meeting the Board of Directors of the _____ held on _____ it was VOTED, THAT

(Name) (Officer)

of _____ be and hereby is authorized to execute contracts and bonds in the name and on behalf of said _____, and affix its corporate seal hereto; and such execution of any contract or obligation in the name of _____ on its behalf by such officer under seal of _____, shall be valid and binding upon _____.

I hereby certify that I am the clerk of the above named _____ and that _____ is the duly elected officer as above of said _____, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

(Date) (Clerk)