

Old Colony Regional Vocational Technical High School District

Regular Day, Late Bus, Athletic and Field Trip Transportation

**Transportation Services FY18-FY20**

Available Tuesday, February 21, 2017

Proposals must be submitted by 10 a.m. on Tuesday, March 14, 2017

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## General Information and Bid Submission Requirements

### Purpose

This Invitation for Bid is for a three-year contract for vehicles and drivers of regular route school bus service, late run bus service and athletic trip service. Contract **start date of July 1, 2017 and ending June 30, 2020** for the **Old Colony Regional Vocational Technical High School District**. Service to be provided is: regular route school bus transportation service, late runs, athletic trips, and other transportation as needed, as outlined in the Scope of Services and Quality Requirements.

### Timeline

Bids will be publicly opened on **Tuesday, March 14, 2017 at 10:00 a.m.** in the Conference Room located near the main office in the **Old Colony Regional Vocational Technical High School at 476 North Avenue, Rochester, MA 02770**. If, at the time of the scheduled bid opening, the District is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 10:00 a.m. on the next normal business day. Bids will be accepted until that date and time.

The contract will be presented and potentially awarded at the next School Committee meeting date scheduled for March 22, 2017 at 6 p.m. The time for award may be extended for up to 30 calendar days by mutual agreement between the District and the apparent lowest responsive and responsible bidder.

### Bid Submission

Bid proposals must be submitted in paper form to the Business Manager of the Old Colony Regional Vocational Technical High School on or before March 14, 2017. All bid submissions must meet the prescribed requirements.

### Addenda

If changes are made to this IFB an addendum will be issued and clearly marked "Addendum No. \_\_\_\_". All addenda will be emailed or faxed to all bidders on record as requesting the IFB.

### Clarifications

Questions concerning this invitation for bids must be submitted in writing to: Sarah Griffith, Business Manager, 476 North Avenue, Rochester MA 02770 before **3:00 p.m. on Friday, March 3, 2017**. Questions may be delivered, mailed, emailed (to [sgriffith@oldcolony.us](mailto:sgriffith@oldcolony.us)). Written responses will be emailed or faxed to all bidders on record as having requested the IFB.

### Modify or Withdraw Bids

1. A bidder may correct, modify, or withdraw a bid by written notice received by the District prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_." Each modification must be numbered in sequence, and must reference the original IFB.
2. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the District or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

### **Cancellation or Rejection of Bids**

The District may cancel this IFB, or reject in whole or in part any and all bids, if the District determines that cancellation or rejection serves the best interests of the District.

### **Notices / Submission Requirements**

1. All bid prices submitted in response to this IFB must remain firm for sixty (60) days following the bid opening. One (1) complete copy, **signed** by “authorized individual” is to be submitted on designated bid forms and provided in a sealed envelope, clearly marked on the outside with the bid title and company name.
2. A bid must be **signed** as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) 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.
3. Any bid which is not according to prescribed form, is incomplete, is not properly signed, contains any misrepresentation of facts by the bidder, or is otherwise contrary to instructions or these specifications, may be rejected by the Awarding Authority.

### **Bonding/Bid Deposit Requirements**

1. There is a required bid deposit equal to five percent (5%) of the total bid amount. The bid deposit may be in the form of a certified, treasurer's, or cashier's check from a responsible bank or trust company, or a bid bond from a licensed surety payable to the **Old Colony Regional Vocational Technical High School District**.
2. Once the contract is awarded to the lowest responsible and eligible bidder, the Committee will accept, in lieu of a performance bond, establishment of an escrow account with the school in the amount of five percent (5%) of the total three year contract cost. Utilization of this option requires a certified check in the total amount to be presented to the District upon awarding the contract. Failure of the Contractor to present either the required performance bond or 5% escrow within thirty (30) days of the date of the contract being awarded by the Committee and by August 1st of each subsequent year of the contract will invalidate the bid award. The premiums for such bonds will be paid by the Contractor.
3. Bid deposits of all but the three (3) apparent lowest bidders will be returned within thirty (30) days after the bids are opened. Bid security of the three (3) apparent lowest bidders will be returned within sixty (60) days after bids are opened, or when contracts are executed, whichever is sooner. The successful bidder will be required to meet all applicable specifications before return of bid deposit. Deposits will be returned via certified mail or picked up in person by bidder.

### **Other Requirements and Specifications**

1. Bidders shall submit with the bids pertinent information relative to personnel and facilities to establish the degree of ability to perform a transportation contract by providing a statement as to, but not necessarily limited to, the information listed on the business experience form provided as part of these specifications. The Awarding Authority jointly reserves the right to reject any bid when, in their opinion; the bidder is unable to furnish satisfactory evidence of adequate ability, experience, and/or capital to perform the transportation contract in accordance with the requirements and conditions prescribed by these specifications.
2. The schedules and routes as approved by the Awarding Authority must be met at all times by the Contractor. Unwavering adherence to the schedule is the essence of any contract which results from this INVITATION FOR BIDS FOR SCHOOL TRANSPORTATION. Meeting the required schedules is second only to the safe transportation of our students.

3. If the Contractor fails to meet the schedules or parts thereof required by the Awarding Authority without justifiable cause or if the Contractor violates any part of the contracts, then in that event, the Awarding Authority retains the right to terminate the contracts upon notice in writing, given by the Awarding Authority to the Contractor. In this event, the Contractor is obligated to pay in full for temporary transportation services required by the Awarding Authority until new bids can be opened and awarded. The Contractor will be further obligated to pay the total difference for the duration of the term of these contracts if the rate of the new bid(s) awarded exceed the rate bid and awarded under these specifications.
4. The bidder is required to certify that no officer, agent, or employee of the school district is pecuniary without fraud, collusion, or connection of any kind with any other bidder for the same obligations to, any undisclosed person or firm.
5. If any provision of this agreement shall be nullified or otherwise affected by any Federal law, State law or municipal by-law, or should any provision of this agreement be determined to be in violation of Federal, State or local law by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.
6. A submission of a bid shall be construed to mean that the bidder is fully informed as to the extent and nature of the service required and further as a representation that the bidder can furnish the service in complete compliance with the specifications.
7. The Awarding Authority reserves the right to reject any or all bids, waive any informality in bidding and to select a bidder who is not the low bidder as it deems in the best interest of the school district. Also reserved is the right to reject, for cause, any bid, whole or in part; waive technical defects, qualifications, irregularities, or omissions, if in its judgment the interests of the school district will be served.
8. All terms and conditions of this procurement and any contracts arising from the award(s) made by the Awarding Authority are subject to appropriation of funds by the District School Committee. If funds are not appropriated, the contract(s) for the unfunded services will be null and void.
9. All terms and conditions of this procurement and any contracts arising from the award(s) made by the Awarding Authority are subject to changes in the laws and regulations of the Commonwealth of Massachusetts. Legislative action which reduces reimbursement or state aid for student transportation will have the same effect as non-appropriation of funds, and any contract affected by the reduced reimbursement may be declared null and void by the Awarding Authority.
10. Within one week of the bid opening, the apparent low bidder shall submit to the Business Manager a detailed accident report for all vehicles owned and/or operated that were used to provide school transportation services within the Commonwealth of Massachusetts for the prior three (3) year period. The accident report shall be prepared by the bidder's insurance carrier and submitted on the insurance carrier's letterhead. If contract(s) are not awarded to the apparent low bidder, the second low bidder shall submit the aforementioned information within one week of the date of the request for the information by the Awarding Authority.
11. The bidder to whom awards are made must enter into written contracts with the Awarding Authority. The bid document inclusive of all addenda and the bidder's response shall be incorporated into the contracts by reference, and all terms, conditions, requirements, and conditions so contained shall be binding on the parties.
12. The Awarding Authority jointly will evaluate all bids for responsiveness (whether the bidder promises to provide transportation services as specified and whether the bid contains all documents and forms properly completed), responsibility (whether the bidder has the skill, ability, and integrity to perform under the contract), and best price. Claims of past experience will be verified with references listed and the financial status of any or all bidders will be investigated to determine what assurance said

Awarding Authority may have of continued service. If the Awarding Authority in their sole judgment determines that the bidder has not performed satisfactorily in providing transportation services to other school districts, that the bidder has no prior experience, or that the bidder lacks financial stability, the bid may be rejected.

13. Any bidder found by the Awarding Authority to have been in default of a school bus transportation contract or any bidder who has failed to execute a contract after a bid award will not be considered a responsible bidder.
14. Bidders will be expected to bid utilizing buses that at **no time during this contract shall the age of the bus in service exceed ten years old or have more than 200,000 miles on the odometer** for the three year contract period. The buses may be either gasoline or diesel powered and so identified in the bid. The rates as bid shall remain in effect for the three year term of the contracts. The District currently anticipates ten (10) buses for the regular routes in this contract. Although the District's current routes are available on the District's website, the Contractor is encouraged to use Attachment B Current Population, to develop pricing for the IFB.
15. The Awarding Authority may terminate the contracts by giving written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms of the contracts or if the Committee determines that the Contractor is unfit, unqualified, or unable to perform all of the transportation needs of the contract. The Committee is the sole judge of whether a Contractor is unfit, unqualified, or unable to perform all of the transportation needs of the contracts.
16. The Contractor shall not assign any of its rights or duties or both its rights and duties, under this contract without the written approval of the Awarding Authority. If the Contractor is a corporation or trust, and there is a transfer of 50% or more of the beneficial interest or stock of the Contractor during the term of the contract, it shall be treated as an assignment. In either case, the Committee may terminate the contract by giving a written notice.
17. Neither part nor the whole of the consideration payable hereunder or claimed hereunder shall be assigned either at law or equity without the written approval of the Awarding Authority having been secured in advance.
18. Massachusetts Contract: The contracts shall be considered Massachusetts contracts and shall be governed by, interpreted in accordance with, and subject to all the laws of the Commonwealth of Massachusetts. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such other clause. The invalidation of any clause shall not invalidate any other clause of the contract. The courts of the Commonwealth of Massachusetts (including Federal District Courts located within the Commonwealth of Massachusetts) shall have exclusive jurisdiction over any lawsuit brought by the Contractor against the Awarding Authority as a result of any dispute regarding the services under the contract.
19. Entire Agreement: The agreement constitutes the entire contract between the Contractor and the Awarding Authority and no waivers or modifications shall be valid unless written upon or attached to the Agreements, and shall be in force and effect upon execution by both parties and an exchange of executed copies.
20. The school calendar shall be determined by the Superintendent-Director and the District School Committee. Both the school calendar and school sessions are subject to change at any time during the year by the Superintendent-Director. From time to time, the District will schedule early dismissals. The Contractor must adhere to these schedule changes and provide vehicles and drivers which will enable students to be dismissed **without disruption or delay**.
21. The Contractor shall keep himself fully informed of and agrees to comply with the Federal, State, and Municipal Laws, by-laws, rules, and regulations in any manner affecting the services embraced in the contracts.

22. If the Contractor fails to perform services or performs services in a manner which does not conform to the terms and conditions of these specifications, the Awarding Authority may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor or take any other action reasonably calculated to obtain compliance with these specifications and may deduct the cost of any substitute contract or the damages sustained by the Awarding Authority due to non-performance or non-conformance of the services, together with any incidental and consequential damages, from the contract price, and may withhold such damages from sums due or to become due to the Contractor. If the damages sustained exceed sums due or to become due, the Contractor shall pay the difference to the Awarding Authority upon demand.
23. The Contractor agrees that if it is determined at any time by the Awarding Authority that the Contractor has violated any of the provisions of the contracts, the Awarding Authority may terminate the contracts at any time. The terminations may be based on default in performance, non-conformity of performance, breach of the terms and conditions of the contract, failure in any respect to perform the services with promptness and diligence, bankruptcy, receivership, assignment for the benefit of creditors, or any other reasonable cause.
24. The Contractor shall indemnify, defend, and hold the Awarding Authority, their officers, and employees harmless of any and all claims, losses, costs, expenses, or damages of any kind resulting from or arising out of performance of the contract by the Contractor, its officers, agents, or employees.
25. In the interpretation of this agreement and the relations between the Contractor and the Awarding Authority, the same shall be construed as being an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the School or the Old Colony Regional Vocational Technical High School District.
26. The Contractor shall provide time for each vehicle and driver to participate in two emergency evacuations drills annually. Scheduling and supervision of evacuation drills will be done by the Principal or designee. The Contractor will provide annual training for drivers in procedures for emergency evacuations.
27. For the term of the contract, minimum wages for employees of the successful bidder for performance of transportation services will be paid at the prevailing wage rate for motor bus operators as determined by the Commissioner of Labor and Industries, under the provisions of Section 7A of Chapter 71 of the General Laws of the Commonwealth of Massachusetts
28. For any litigation arising from or out of the conduct of the Contractor and its agents or employees within the school bus and while in the performance of the contractual duties herein specified, all liability will rest with Contractor as the employing entity, and as the entity bearing the duty to insure the safety of passengers within its control.
29. The Awarding Authority are equal opportunity employers and, as such, expect that the Contractor will comply with all applicable federal, state, and local anti-discrimination laws, regulations, by-laws and ordinances.
30. Unless written permission is received from the Awarding Authority or their designee, unauthorized passenger(s) are not permitted to ride in any vehicle used in fulfilling the requirements of this procurement. Unauthorized passenger(s) include but are not limited to children of or in the care of driver(s). If it is estimated that the students assigned to any bus will occupy all seats, written permission will not be granted for unauthorized passengers. Written permission for unauthorized passenger(s) may be withdrawn if the Awarding Authority or their designee deem(s) that it will be in the best interest of the students.

## **Insurance Requirements**

The Contractor shall keep in full force and effect at all times and on each bus for the duration of the contract, public liability and property damage insurance for injuries to persons and properties as follows:

### **Comprehensive General Liability (Minimum)**

Bodily Injury:	\$1,000,000 each person, \$2,000,000 each occurrence.
Personal Injury:	\$1,000,000 each person, \$2,000,000 General Aggregate.
Property Damage:	\$1,000,000 each person, \$1,000,000 Aggregate

### **Vehicle Liability (Minimum)**

Bodily Injury:	\$1,000,000 each person, \$5,000,000 Annual Aggregate.
Personal Injury:	\$1,000,000 Annual Aggregate.

All insurance coverage on the vehicles used in this contract must be with insurance companies licensed in Massachusetts and approved by the State Insurance commissioner. No self-insurance by posting of bonds will be allowed under this contract. The Contractor shall procure all insurance policies and shall ensure that the Old Colony Regional Vocational Technical High School District is named as an additional insured. The District Committee will always be named as an additional insured on the maximum amount of insurance which the Contractor carries. The Contractor guarantees that the level of liability insurance will be at least Fifteen Million Dollars (\$15,000,000) combined single limit.

The liability and property damage insurance shall protect the Contractor, the bus operators, The District, the District School Committee (severally and individually) and all employees of the District concerned with bus operations, against claims for damages of personal injury, accidental death and for property damage, any or all of which may result from bus operations of any nature or description governed by this contract.

A Certificate of Insurance shall be filed with the Superintendent-Director on or before August 1 of each of the school years covered by the contract. All policies shall be so written that the Superintendent-Director will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A letter of insurability from an insurance company licensed to do business in the Commonwealth of Massachusetts stating that the bidder will be insured for the amount stated must be included.

The Contractor shall indemnify, defend and hold the District Committee harmless for any and all claims, loss, cost, expense and or damage of any kind resulting from or arising out of performance of the contract by the Contractor, its officers, agents or employees.

The Contractor must submit with a certificate of insurance with their bid which specifies the minimum amounts of coverage specified above. The Contractor must file a copy of these policies with the Superintendent-Director by August 1 of each school year during the contract period.

The Contractor shall obtain before commencement of the work, and maintain throughout the term of the contracts, Workers' Compensation insurance as required by the laws of Massachusetts, and shall keep on file with the Superintendent-Director by August 1 of each year that the contract is in effect.



### **Payments**

Payment to the Contractor will be made in monthly installments after receipt of invoices. A separate invoice for all athletic and trips will be submitted for verification and approval. All invoices and statements of activity must be reconciled by June 15<sup>th</sup> of each contract year. No payments will be made on invoices not documented in the given fiscal year.

### **Financial Statements**

With their bid, the Contractor will furnish, at their own expense, Audited Financial Statements for the most recent year ended, according to the bidders' fiscal or calendar year for accounting purposes. In the event that the Contractor is unable to obtain Audited Financial Statements, they will provide the most recent copy of their reviewed Financial Statements. These Financial Statements shall be submitted in a separate sealed envelope clearly marked on the outside of the envelope "Financial Statements," with the name of the bidder also appearing on the outside of the envelope. The Financial Statements will not be publicly opened when the bids are read, but will be used in private by the Awarding Authority to determine each bidder's responsiveness, responsibility and ability to provide the services as specified.

The Awarding Authority will hold all financial statements and the information therein in the strictest confidence. After contracts have been awarded and signed, financial statements submitted by unsuccessful bidders will be returned to the individual who has signed the bid, or destroyed upon request.

## **Purchase Description / Scope of Services**

### **General Definitions**

"School Year" shall mean that portion of each calendar year when school is in session, and shall consist of approximately 180 days beginning in the month of August and ending in the month of June, unless a different period is designated from time to time by the Massachusetts State Board of Education or the District.

"Regular School Day", generally, and subject to change as hereinafter provided, shall mean that part of each day in which school is in session, and consist at the present time of the hours from approximately **7:40 A.M. to approximately 2:30 P.M.** These hours are subject to change by orders from the School Committee. Arrival and departure time will be determined by the Superintendent-Director or his representative.

"Late Bus Transportation" shall mean those bus trips designated by the Superintendent-Director of the District or designee, which are scheduled after 3p.m. Arrival and departure times will be determined by the Superintendent-Director or their designee.

"Athletic Team Transportation and Field Trips" shall mean bus transportation of school athletic teams, or similar extra-curricular school groups, and transportation for field trips which may be organized by the District during the school year.

### **General Conditions**

1. The number of school days for each academic year is estimated on 180 (one hundred and eighty) and the bid pricing shall be based on such number.
2. Late Bus Transportation will be based on approximately 72 days (Tuesday's and Thursday's for 36 weeks).
3. The Contractor agrees to transport students and staff to special events, sporting events, functions and other such trips as approved by the Superintendent-Director. The Contractor shall provide the rate per mile and rate per hour "waiting" time on the Bid Pricing Form.

4. Any "temporary" additional mileage caused by closing of roads or bridges shall not change the total compensation provided for under the contract. It shall neither increase nor decrease the agreed mileage. The term "temporary" in this paragraph is limited to a period not in excess of thirty (30) calendar days.
5. If some unforeseen circumstances, such as weather, cause cancellation of school and/or the need for transportation services, and if the Contractor is notified of such cancellation before 6:00 a.m., there shall be no payment to the Contractor for such day. Pupil return home trips will be in the afternoon except for extenuating circumstances such as: stormy weather days because of road conditions; certain other days when deemed necessary due to emergency conditions; and "Early Release Days". The Contractor will not charge any extra fee for any early release trips.
6. Services to be performed and all obligations of the Contractor shall not be assigned or sub-contracted by the Contractor without prior approval, in writing, from the School Committee.
7. Contractor will provide, at its own expense, a fully operating dispatch center responsible for the scheduling and monitoring of all Regular Day, Late Bus, Field Trips, and Athletic Trips assuring proper arrivals and departures.
8. Contractor shall in all instances: Comply with all District, State, and governmental regulations and all directives of the Registry of Motor Vehicles, the Department of Public Safety and all other local, state, and federal departments and agencies concerning the vehicles to be used for the transportation of Students or District personnel hereunder in so far as equipping said vehicles with any and all safety devices required by the laws of the Commonwealth of Massachusetts, or governmental agencies having jurisdiction thereof. The burden of ascertaining and complying with all such regulations and directives shall be upon the Contractor and shall be his sole responsibility and shall apply to any such law or regulation now in effect or to become effective during the term of this contract.
9. ADJUSTMENT AUTHORITY: The Superintendent-Director or their designee has the authority to adjust or cancel regular routes due to emergency or inclement weather at any time deemed necessary for the safety of students.
10. The Superintendent-Director or their designee has the authority to adjust or cancel a trip by notifying the Contractor verbally or in writing on the day a particular trip was scheduled to originate at the place of Contractor's place of garaging or central dispatch.
11. The Superintendent-Director or their designee has the authority to make changes in adjusting number of buses, assignment of students, groups or routes, time and dates, assignment of monitors, installation of cameras, or any matters affecting specific needs of children as deemed necessary.

### **Specifications for Drivers**

1. The Contractor agrees to provide at all times for each vehicle a competent, responsible operator who holds a valid license for the operation of a school bus in Massachusetts and who is acceptable to the Awarding Authority. The Awarding Authority retain the right to reject or accept any and all drivers if deemed to be in the best interests of the town or district to do so. All vehicle operators must fully meet the requirements of the United States and the Commonwealth of Massachusetts regarding school bus drivers.
2. The Contractor will pay a penalty of \$500 per day to the Awarding Authority if at any time during the term of the Contract(s) the Awarding Authority determines that a driver has provided services without a valid license for the operation of a school bus in Massachusetts. The penalty must be paid to the Awarding Authority for every day a driver has operated a school bus without a valid license and must be received within fifteen days of receipt of notice of this infraction from the Awarding Authority.
3. No operator will be assigned to drive any vehicle at any time until the Contractor has received written notification of acceptability from the Superintendent-Director or their designee.
4. The Superintendent-Director or their designee reserves the right to withdraw approval of any driver at any time. Notification of withdrawal of approval may be in writing or by telephone. Upon receipt of such notification, the Contractor must immediately assign another driver to the route. Reasons for withdrawal of approval include but are not limited to jeopardizing the safety of students due to unsafe driving, use of poor judgment in student behavior management, suspicion of drug or alcohol use, criminal activity, failure to respond to requests made by school administrators, and dereliction of duty.
5. All vehicle operators used in fulfilling the terms and conditions of the contract shall submit at least annually to a physical examination by a physician licensed in the Commonwealth of Massachusetts. The physical examination shall be to determine the driver's fitness to operate a school bus or other vehicle used in fulfilling the contracts. No person shall drive prior to passing such annual physical examination. The report to be used by the examining physician for the physical examination of drivers shall be the current, official physical examination form for school bus drivers as required by the Department of Public Utilities. The Contractor will not be required to forward complete physical examination forms to the Business Manager. The Awarding Authority reserve the right to require copies of physical examination forms or to receive additional information within a reasonable time after the request is made for delivery of the information.
6. The Awarding Authority will assume no financial obligation to pay for the mandatory annual physical examination.
7. If a situation or condition develops that the Awarding Authority or their designee feels might have an adverse effect upon the driver's welfare or the welfare of others, the Awarding Authority or their designee may require a driver to submit to an additional physical examination by a physician named by the Awarding Authority. Such supplemental physical examination, if requested by the Awarding Authority, shall be at the expense of the Awarding Authority. The written results of this supplemental examination shall be forwarded directly to the Superintendent-Director by the attending physician.

8. The Contractor agrees to submit typewritten lists to the Awarding Authority' Business Manager between July 1st and August 1st each year of the contract period indicating the following data for all drivers to be used in that year:
  - (a) Name
  - (b) Address
  - (c) Telephone Number
  - (d) Date of Birth
  - (e) Copy of Massachusetts Commercial Driver's License(s) and endorsements
  - (f) Number of uninterrupted years a Massachusetts Driver's license has been issued
  - (g) Number of uninterrupted years a Massachusetts school bus license has been issued
  - (h) Length of time resided in Massachusetts
  - (i) Date of Last Annual Physical Examination
  - (j) Examining Doctor (name and address)
  - (k) Tuberculin Examination (negative or positive)
  - (l) Certification that an investigation of the background of the applicant/driver has been conducted.
9. Prior to assigning a route to a driver who is hired during the school year, the Contractor will provide the above information to the Business Manager. Drivers hired during the school year are subject to approval by the Awarding Authority.
10. The Contractor shall comply with Massachusetts General Laws Chapter 385 of the Acts of 2002 which requires that all employees have Criminal Offender Record Information (CORI) background checks by the Criminal History Systems Board (CHSB), the State agency authorized to provide CORI to certified agencies. All drivers shall have CORI background checks prior to any contact with students. CORI request forms must be completed in the Main Office of the District prior to and during the school year.
11. The Contractor shall comply with the Background Checks Laws of 2013. All drivers shall be fingerprinted for a background check prior to any contact with students. The Contractor and drivers must cooperate fully.
12. Additional background information may be required. Insofar as possible, the Contractor will provide the driver's background information when requested by the Superintendent-Director or their designee.
13. In cases where other questionable background information is discovered or reported to the Contractor by the School Department, a confidential letter must be sent by the Contractor to the Business Manager which indicates the findings of the investigation, the circumstances of the background, and the Contractor's rationale for assigning the driver.
14. The Contractor must screen all new employees for drug and alcohol use prior to assigning a driver to provide any services specified in the Invitation for bids.
15. All drivers must be completely familiar with their assigned routes and stops prior to the first day of school. At no cost to the Awarding Authority, the Contractor will confirm in writing to the Business Manager that all drivers have driven over the route(s) assigned to them prior to the first day of school and that each is thoroughly familiar with their assigned routes and stops.
16. A certified school bus driver instructor shall ride with every first year driver no less than four (4) times per year, with every second year driver no less than three (3) times per year, and with every driver in their third and subsequent years, no less than twice per year for the purpose of observing their driving practices with regard to safety, conformance with applicable rules and regulations, and adherence to time schedules.

17. The Contractor shall administer a satisfactory safety and student management training program which shall be mandatory for all approved drivers and spares. The program shall include, but shall not be limited to one hour per month during the months of September, October, November, December, January, February, March, April, and May of each contract year. Training shall be provided for safe driving, first aid and CPR, use of fire extinguishers, bus evacuation procedures, disciplinary guidelines for unruly students, traffic rules and regulations, and procedures in case of emergency. The Contractor shall include in training sessions any/all subjects or materials as requested by the Awarding Authority. The Contractor shall provide to Business Manager dates and outlines of each safety program meeting as well as a list of all those attending the meeting.
18. Under no conditions will a driver assign a student monitor to assist them in any manner or for any purpose while performing their duties as directed by the Contractor.
19. Absolutely no smoking is permitted in any vehicle used to fulfill the requirements of these contracts. This prohibition includes the time that the vehicle(s) are not being used to transport students and periods during which the vehicle(s) are parked. No smoking is permitted on any/all school properties. No smoking is permitted on the parking lot.
20. The Contractor shall specify procedures to inspect the bus at the conclusion of the last morning route and the last route at the end of the day to ensure that no student remains on the bus. The procedures to be used for this purpose must be written and submitted to the Business Manager on or before September 1, 2017.
21. Cellular telephones may not be used by drivers for making or receiving personal calls after the first student has boarded a bus and until the last student has departed the bus.
22. Each and every accident after its occurrence is to be immediately reported by the driver to the Contractor and in turn notify the Superintendent-Director or their designee. In all cases, this report is to be provided verbally as soon as possible to applicable parties and in no event later than six (6) hours after the occurrence. In cases involving bodily injury to the driver, the Contractor is to file a written report with the Superintendent-Director or their designee within twenty-four (24) hours. Any other event or circumstance causing unavoidable delay or in any way interferes with the performance of scheduled trip, is to be reported to the District as soon as known.
23. Cases involving bodily injury to passengers, vehicles involved are not to be moved until authorized by a Registry Inspector, notified immediately by the driver. Exceptions only when vehicles involved in accident must be used to transport injured person(s) for emergency treatment or where a major thoroughfare must be opened for traffic.

### **Specifications for Equipment**

1. It shall be the Contractor's legal and financial responsibility to see that all vehicles and equipment and operation of the same shall conform to all requirements of the laws of the United States and the Commonwealth of Massachusetts and the regulations of the State Registry of Motor Vehicles and/or the State Department of Public Utilities, and amendments thereto, and/or any other federal or state agency having jurisdiction, in such cases made and provided, or which shall be made during the term of this contract. If and when the Awarding Authority establishes requirements that exceed any of those mentioned herein, it shall be the Contractor's responsibility to honor any and all of such requirements.
2. The Contractor shall agree to keep each vehicle in good appearance and in good working condition and to furnish at Contractor's expense all necessary fuel, oil, grease, tires, maintenance and repairs throughout the entire period of the contracts. The Contractor shall procure and maintain all applicable permits, licenses, and approvals necessary for the performance of services under these contracts at Contractor's expense. The District Committee reserves the right to inspect any or all vehicles at any reasonable time.

- (a) Further, the Business Manager shall have the right to schedule individual buses on rotating random basis for a third party inspection of major safety and comfort factors on schedule convenient to the Contractor, with the cost of such inspection to be met by the district. No buses which have been disapproved by the Business Manager or his designee shall be used in the work and the Contractor shall replace such buses or parts, which in the opinion of the Business Manager are unsuitable.
  - (b) In this connection, the Contractor shall report on the date of each month's billing, by bus number, the odometer reading of each vehicle and the gallons of fuel used by each bus in the period since the last report. This report must accompany the billing as a condition for payment.
3. **At no time during this contract shall the age of my vehicle in service exceed ten years old or have more than 200,000 on the odometer.** Vehicles may be either gasoline or diesel powered. All vehicles shall comply with the rules and regulations established (and/or revised) by the Registry of Motor Vehicles under authority granted by Massachusetts General Laws, Chapter 90, Section 31, and these vehicles shall meet the following general specifications:
- o School Bus
  - o Minimum of 13 inches of seating space per passenger, exclusive of the driver
  - o Buses may be either Front or Rear engine, diesel/gasoline
  - o Automatic transmission
  - o 29,500 GVW
  - o Remote control heater exterior mirrors
  - o Two-way radio system capable of communicating from the furthest student drop off/pick up point to the base station of the terminal
  - o Internal and external public address system
  - o Acoustic head liner above the driver's seat to reduce noise and distractions
  - o Crossing front gate with lights
  - o Flashing lights: 8 light package with stop arm
  - o Rear exit door equipped with a buzzer to alert the driver if it is opened when students are on board
  - o One inch 3M Diamond Grade reflective tape surrounding the exterior and interior of all exit windows
  - o Heating, lighting, mirrors, signs, identification markings, colors to meet all Federal and State standards for school buses.
  - o Lettering: OLD COLONY- black letters on both sides of bus on wide yellow molding strip under windows.
  - o Numbering: Magnetic or similar numbering system whereby route designation is readily visible on all 4 sides and the top of vehicle. Numbers displayed on the top of the bus must be of sufficient size to be seen for identification purposes from a helicopter.
  - o Surveillance Recording System
4. Every vehicle shall be equipped with a digital surveillance recording system with an event marker and a minimum of four (4) cameras.
5. Should the Superintendent-Director in their sole judgment, doubt the road worthiness of any equipment, the Contractor shall be responsible for presenting the vehicle for inspection at the time and place requested by the Superintendent-Director.
6. Upon the request of the Superintendent-Director or their designee, the Contractor will provide the age and odometer reading for any/all vehicles being used to provide transportation services under the terms and conditions of these specifications.
7. All of the vehicles used to fulfill these contracts shall contain a radio consisting of a radio transmitter-receiver and a control unit with a microphone and speaker. The transmitter shall

have no less than 40 watts output. The antenna shall have a 3 db gain. There shall be an interior and exterior paging system. The radio must be operable at all times that students are aboard the vehicle.

8. The Contractor must maintain appropriate base station equipment at a location to receive and transmit messages to all of the vehicles used in fulfilling these contracts. The base station must be manned and operating at all times that vehicles are transporting students. In addition, the Awarding Authority shall be furnished with a radio unit that ties into the Contractor's communication system.
9. For regular day, field trips, and late buses only, each vehicle must be equipped with a fixture which will permit the installation of a camera designed to record audio and video tapes. The contractor will install cameras on buses at the request of the Superintendent-Director or their designee, and at the request of drivers. The Awarding Authority will provide video tapes to be used for these purposes and all tapes shall be confidential and remain the property of the Awarding Authority. The installation and disposition of all tapes will be at the direction of the Superintendent-Director or their designee.
10. Each bus will bear a notice posted prominently on the front interior which states:  
*NOTICE: AUDIO AND VIDEO RECORDING EQUIPMENT MAY BE IN USE ON THIS VEHICLE*
11. If during the term of this contract, the District deems it necessary to add to the number or type of vehicles called for in any part of these specifications, said District reserves the right to contract by special agreement with the Contractor, or with other parties or to use their own vehicles for such transportation service.
12. Nothing in this bid will preclude the District from using their own vehicles for transportation purposes, as long as they honor their obligations under the contract(s) resulting from these specifications.
13. The Contractor agrees to furnish a minimum of **two stand-by vehicles** at all times so as to allow no disruption in service. The Contractor must provide a sufficient number of extra vehicles as are required to meet the schools' schedules for any/all early dismissals. Each stand-by vehicle shall equal or exceed the specifications of the vehicle being replaced. If at any time a Contractor fails to furnish sufficient stand-by vehicles, the Awarding Authority or their designee shall be free to hire a vehicle and driver to rectify the situation and the entire cost of said vehicle and driver shall be borne by the Contractor.
14. All inspections, including those done by the Registry of Motor Vehicles and those mandated by Chapter 766 or other laws on any vehicles used to fulfill the conditions of these contracts, shall be at the Contractor's expense, and copies of all reports, summaries, checklists, corrective action required, and all other recommendations or findings communicated to the Contractor by the Registry of Motor Vehicles or other inspection agency shall be filed by the Contractor with the school department's Business Manager, 476 North Avenue, Rochester MA 02770, within three (3) business days of their receipt by the Contractor.
15. Bidders shall submit complete information on the anticipated equipment to be used in fulfilling these specifications on the equipment description forms provided. Failure to submit the necessary description forms with the bids shall cause the bids to be considered invalid. Only equipment described in the equipment description forms or equivalent equipment as approved by the Superintendent-Director or their designee shall be used in the performance of these contracts. Reasonable rotation of approved equipment will be permitted. The Awarding Authority reserves the right to reject any unacceptable vehicle.

16. The Contractor agrees to submit typewritten lists to the Business Manager between July 1 and August 1 of each year of the contract indicating the following data for all equipment to be used on that year:
  - Manufacturer of Chassis and Date of Manufacture
  - Chassis Serial Number
  - Manufacturer of Body and Date of Manufacture
  - Model Year of Chassis
  - Registration Number
  - Seating Capacity
  - Present Mileage
  - Present Condition
  - Contractor Vehicle Identification Number
  - Miles per gallon
  - Number of heaters
17. The Contractor agrees to immediately advise the Business Manager of any changes in the information required. The Contractor will provide the above information for any equipment which is added during the school year as soon as possible after its acquisition.
18. If federal or state law mandates the use of seat belts on all school buses, the Contractor will install the belts as soon as possible at no cost to the Awarding Authority.
19. On the interior roof each bus shall display appropriate evacuation markings.
20. As enrollment changes, the distribution of vehicles may change. Additional or less buses could be required during the term of the contract. All additional vehicles shall comply with all other terms of these specifications.

### **Contract Length**

The contract term will be three years beginning July 1, 2017 and ending June 30, 2020.

### **Schedules and Routes**

1. The length of the school year and the starting and ending times of the daily session are subject to change at any time by the Awarding Authority. Likewise, the starting and ending times of each route as given in the transportation requirements are also subject to change at any time. Such revisions shall be deemed an ordinary part of the Contracts and changes in routes and/or schedules shall not be a reason for any adjustment to the contract price. Unless otherwise stated below, each school year is anticipated to be approximately 180 days.
2. Routes, number, and location of bus stops shall be developed by the Contractor subject to approval by the Awarding Authority or by the Superintendent-Director or their designee acting as agent(s) for the Awarding Authority. The number and locations of bus stops is subject to change at any time by the Awarding Authority or by the Superintendent-Director or their designee as deemed to be in the best interests of the school district. No permanent changes in routes or bus stops shall occur without written approval by the Superintendent-Director or their designee.
3. The OFFICIAL TIME for the routes and schedules which result from this Invitation for Bids will be the local time displayed on the clock in the Main Office of the school.
4. The Contractor is responsible for providing and operating hardware and software that will produce electronically generated bus routes. The electronic routing system must be operational on July 1, 2017. The system must meet the following minimum criteria:



- Schedule buses
  - Optimize routes
  - List routes and stop times
  - List students by route and/or stops
  - Utilize existing student data base information
5. Specific documentation regarding the bidder's computer routing system must be submitted with the bid. The minimum requirements for the submission are 1) a description of the system and its operation and 2) identification of the employee who will be designated to operate the system and their experience and training.
  6. The Awarding Authority will provide all necessary student data for the effective operation of the computer routing software. All schedules, routes, and designated stops must be delivered to the Awarding Authority in computer digital format suitable for newspaper publication by August 1 for each contract year.

### **Communications and Procedures**

1. Drivers will manage all disciplinary matters in strict accordance with the policies of the Awarding Authority.
2. The Contractor shall complete all forms as requested by the Awarding Authority or their designee relative to stops, mileage, numbers and/or names of students, and student behavior. At mutually agreed upon dates in September, February and June of each contract year, the Contractor will provide detailed information regarding mileage for each route to within one-tenth of a mile, both to and from school, and numbers of students who board the bus at each stop on the routes, both to and from school. Additional counts of students may be required, including, but not limited to counts of students who have been transported on a day or days each month which are selected by the Administration.
3. The Contractor shall make an oral report of any citation received by a driver while transporting students, and of any incident which occurs which includes participation by any police department. Participation is construed to include warnings issued to drivers for excessive speed.
4. If, at any time during the term of these contracts, the Contractor is aware of or suspects behavior by a driver or by any other employee of the Contractor who provides services to the Awarding Authority under this contract which is either criminal or which would require investigation by a mandated reporter or which would require a report to the Massachusetts Division of Social Services, a report must immediately be made to the Superintendent-Director or their designee.
5. If an investigation regarding criminal or other behavior which includes but is not limited to child abuse or neglect is undertaken by the Superintendent-Director or their designee, the driver under investigation will not be permitted to drive any vehicle used in fulfilling the services specified in this Invitation for Bids until the investigation is complete.
6. At no cost to the Awarding Authority, the Contractor or its designee will be required to attend a meeting either prior to the start of school or at some time during the month of September with District Administrators to review expectations for both students and drivers and to clarify expectations and procedures for communication and reporting of student behavior. Attendance by drivers and monitors is mandatory. The scheduling of this meeting will be at a mutually agreed time. Attendance at meetings may be required at other times during the school year at no cost to the Awarding Authority, and the Contractor's compliance with attendance at the September meeting does not preclude the District School Committee or their designee from requiring additional meetings.

7. The Principal will establish procedures for communication with drivers. In the event that problems of complaints regarding a driver's performance cannot be resolved by the Principal, the Contractor will be notified. If, in the opinion of the Business Manager, the problem is not resolved by the Contractor, the driver may be required to meet with the Business Manager at a mutually agreeable time, to determine the cause, extent and solution to the problem. If, in the opinion of the Business Manager, students have been put at risk by a driver's failure to observe safe driving practices or inappropriate disciplinary action, the driver may be required to meet with the Superintendent-Director immediately, and may be suspended from driving for an indefinite period.
8. The Contractor will submit in a sealed envelope marked "Employee Handbook" a copy of the Employee Handbook currently in use. This envelope shall not be opened publicly but shall be opened in private and used by the Awarding Authority to review the Contractor's policies and procedures and to evaluate whether the Contractor is responsive, reliable, and capable of providing the services as specified. The Awarding Authority will pay particular attention to the Contractor's policy regarding drug and alcohol testing for employees.
9. To comply with the Commonwealth of Massachusetts' adoption of Federal Highway Administration regulations regarding the Commercial Driver's License (CDL), the Contractor must provide evidence that they are in compliance with all requirements for drug and alcohol testing. The submission should provide information regarding company policy regarding substance abuse and company procedures for drug testing both for cause and random.
10. By September 1 of each contract year, the Contractor must provide a telephone number to be used by the Superintendent-Director or their designee for the purpose of canceling student transportation due to inclement weather, unsafe road conditions, or any other emergency. The Contractor or its designee must be available at the number during hours when the terminal is not normally staffed. The number will only be used for the purpose stated in this section.
11. In both printed and electronic format, approved regular day base mileage routes for all schools will be delivered to the Business Manager prior to August 1 of each year to enable publication of routes in local newspapers prior to the beginning of the school year.
12. In unforeseen circumstances, including without limitation natural causes (weather) or mechanical or structural building problems, or strike, cause cancellation of school or the need for transportation services, and if the Awarding Authority notify the Contractor of such cancellation before 6:00 AM on the day of such cancellation, the Contractor will not be paid for that day or those days.

### **Base Mileage**

1. Base mileage is defined as the mileage involved in transporting students from home to school and from school to home each school day excluding field trips, late buses, athletic trips, summer schools, and special needs student transportation. Base mileage shall be the sum total daily route miles of all approved regular transportation routes utilized for transporting students to and from school. Base mileage incorporates only those miles (live miles) from the first route stop to each school and from each school to the last route stop and does not incorporate any non-route miles (dead miles) traveled by vehicles between routes or for other purposes with no student aboard.
2. The Contractor shall record and report to the Business Manager the base mileage for each route in this bid packet. Reports are subject to verification and change by the Committee(s) or their designee. Base mileage from reports, or as adjusted through School Committee(s) verification if necessary, shall serve as the basis for payment by the Committee(s) at the rate per route bid by the Contractor. All calculations will be to the nearest tenth (1/10) of a mile and will show separately the mileage to the school (A.M.) and mileage from the school (P.M.). No estimates or rounding will be used.

3. Prior to August 1 of each year, routes shall be developed by the Contractor in conjunction with the school administration from data supplied by the District, including current routes in use, student count per route, and route times. Such routes shall minimize the mileage traveled from the first student stop. All routes shall maximize utilization of each vehicle within the directives stated herein regarding capacity and arrival/departure times. Morning arrival time at each school shall not be later than ten (10) minutes before the start of the school day or earlier than twenty-five (25) minutes before. Departure buses shall be available and ready for loading at the stated departure time.
4. If, during the term of these contracts, the District Committee may deem it necessary to add vehicle(s) in addition to those called for. The charge for adding an additional bus will be paid by the District to the Contractor in October of the contract year in which the bus was added.

### **Late Bus Transportation**

1. The Contractor must furnish vehicles and drivers to transport children on late routes specified by the school administration.
2. Late routes are used to transport students who are authorized to remain after regularly scheduled school hours for academic, disciplinary, extra-curricular, or athletic activities. Current routes for late buses are available on the Districts website, however, Contractors are encouraged to use Attachment B - Current Population, to develop a price per day. Although the daily mileage may vary significantly depending upon the numbers and destinations of students who require transportation, the maximum mileage is determined by the length of the route as specified. Bidders should specify a price per day for each late route in the spaces provided on the Bid Form.
3. The number of vehicles and drivers needed for late routes are subject to change at any time by the Superintendent-Director or their designee. The Awarding Authority reserves the right to add additional late buses to the high school schedule at the cost per route specified on the Bid Form.
4. Scheduling of late buses will be determined by the Principal. The schedule for late buses will be sent to the Contractor as soon as possible at the beginning of the school year. If the Contractor is in doubt as to whether a late trip has been scheduled, the Contractor should contact the Main Office school secretary for confirmation prior to departing the terminal.
5. All vehicles and drivers used in fulfilling and late bus route requirements are subject to the conditions stipulated Sections: Equipment and Personnel.
6. Billing for late routes shall be rendered monthly and shall be paid monthly. The Contractor may be required to submit trip tickets report mileage and number of students on route daily. The Contractor must insure that a proper monthly bill is submitted in the form and manner prescribed by the Superintendent-Director or their designee on the last business day of each month in which service is provided. The School Committee of Jurisdiction assumes no responsibility for late payments caused by improper billing.
7. Funding for late trips is subject to appropriation of funds by the Awarding Authority. In the event that funds are not appropriated, no late trips will be scheduled and the Awarding Authority will not be responsible for any changes associated with cancellation of late bus transportation services.
8. Duplicate invoices for all late trips must be sent to the Business Office, 476 North Avenue, Rochester MA 027740.

### **Athletic and Field Trip Transportation**

1. Field trip bids and athletic trip bids apply to the Old Colony Regional Vocational Technical High School District.
2. The Contractor must furnish vehicles and drivers to transport children and adult agents of the school districts on field trips and/or athletic trips at whatever hours of the day or night are specified by the school administration. Vehicles shall meet all conditions stated in Section: EQUIPMENT. Drivers shall meet all conditions stated in Section: PERSONNEL.
3. For field and athletic trips, the Awarding Authority or their designee may authorize the use of school buses which may not meet lettering requirements specified. Any school buses so approved will meet all other requirements stated in these bid specifications.
4. Since there are no defined routes for the field trips or athletic trips, there will be no guaranteed minimum mileage. All bids should be based on a rate per mile utilizing at least a school bus. Route mileage is defined as the distance from the school to the designated destination and back to the school or last student bus stop if different. The rate per mile figure shall remain unchanged during the contract period. There will be no charges for mileage without students on board.
5. In addition to the rate per mile figure for field trips and athletic trips, bidders should submit a rate per hour figure to be paid by the Awarding Authority for driver waiting time at the destination. The hourly rate so bid will remain in effect for the duration of the contracts. The school administration will notify Contractor in advance of each trip whether vehicle is to remain at destination.
6. The school administration will make every effort to give the Contractor twenty-four (24) hours advance notice in requesting and/or canceling field trips and athletic trips. If a field trip or athletic trip is canceled due to inclement weather or hazardous driving conditions which were not apparent five (5) hours prior to the scheduled departure, no payment will be made to the Contractor.
7. Under certain circumstances which include, but are not limited to, long or short distances to be traveled, trips of undetermined duration, the number of students being transported, and length of days of trip, the Awarding Authority reserve the right to contract by special agreement with other parties or to use their own vehicles.
8. All billing for this contract shall be rendered to the District Business Office monthly and shall be paid monthly. The Contractor must insure that a proper monthly bill is submitted in the form and manner prescribed by the Superintendent-Director or their designee on the last business day of each month in which such service is provided, and also that required trip ticket is provided to and signed by the designated person at the end of each trip. The District assumes no responsibility for late payments caused by improper billing.
9. The low bidder for field and athletic trips will be the bidder submitting the lowest total price per estimated mile and estimated waiting time for each year of the three year term of the contract.
10. On the Bid Form Bidders must indicate the minimum charge per trip for the three year contract. The minimum charge per trip will be informational only and will not be used to determine the low bidder.

## Quality Requirements and Rule for Award

### Overview

Bidders must provide all of the items described in the **Contractors Checklist** and comply with all Bid Submission Requirements listed under **General Information** header.

Bidders must have a minimum of five (5) years of satisfactory performance under at least three (3) different contracts similar in size to proposed contract.

### References

Bidders must provide a complete list of contracts performed similar in size and scope within the last three (3) years, including contact names, address, telephone numbers and email addresses.

The District has the authority to check all references and poor references may be a basis for determination that the Contractor is not a responsible bidder.

### Rule for Award

All prices **MUST REMAIN FIRM** for the duration of the three year contract. One contract will be awarded to the responsive and responsible bidder with the lowest total price for all three years of the contract.

Attachment A



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS  
Prevailing Wage Rates

CHARLES D. BAKER  
Governor

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RONALD L. WALKER, II  
Secretary

KARYNE E. POLLIO  
Lt. Governor

WILLIAM D. MCKINNEY  
Director

**Awarding Authority:** Old Colony Reg Voc Tech HS District  
**Contract Number:** OC2017-001 **City/Town:** LAKEVILLE  
**Description of Work:** Pupil Transportation to and from Old Colony Regional Vocational Technical High School District located in Rochester, MA. Member towns are Acushnet, Carver, Lakeville, Mattapoisett, and Rochester.  
**Job Location:** 476 North Avenue

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>School Bus</b>						
School Bus Driver	09/01/2016	\$28.26	\$-	\$0.00	\$0.00	\$28.26
<i>SCHOOL BUS - 1459 LAKEVILLE/FREETOWN</i>	09/01/2017	\$28.97	\$-	\$0.00	\$0.00	\$28.97
	09/01/2018	\$29.69	\$-	\$0.00	\$0.00	\$29.69
	09/01/2019	\$30.44	\$-	\$0.00	\$0.00	\$30.44

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.


All steps are six months (1000 hours.)  
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- \*\* Multiple ratios are listed in the comment field.
- \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



**Acushnet Students**



 All items



**Carver Students**



 All items



**Lakeville Students**



 All items



**Mattapoissett Students**



 All items

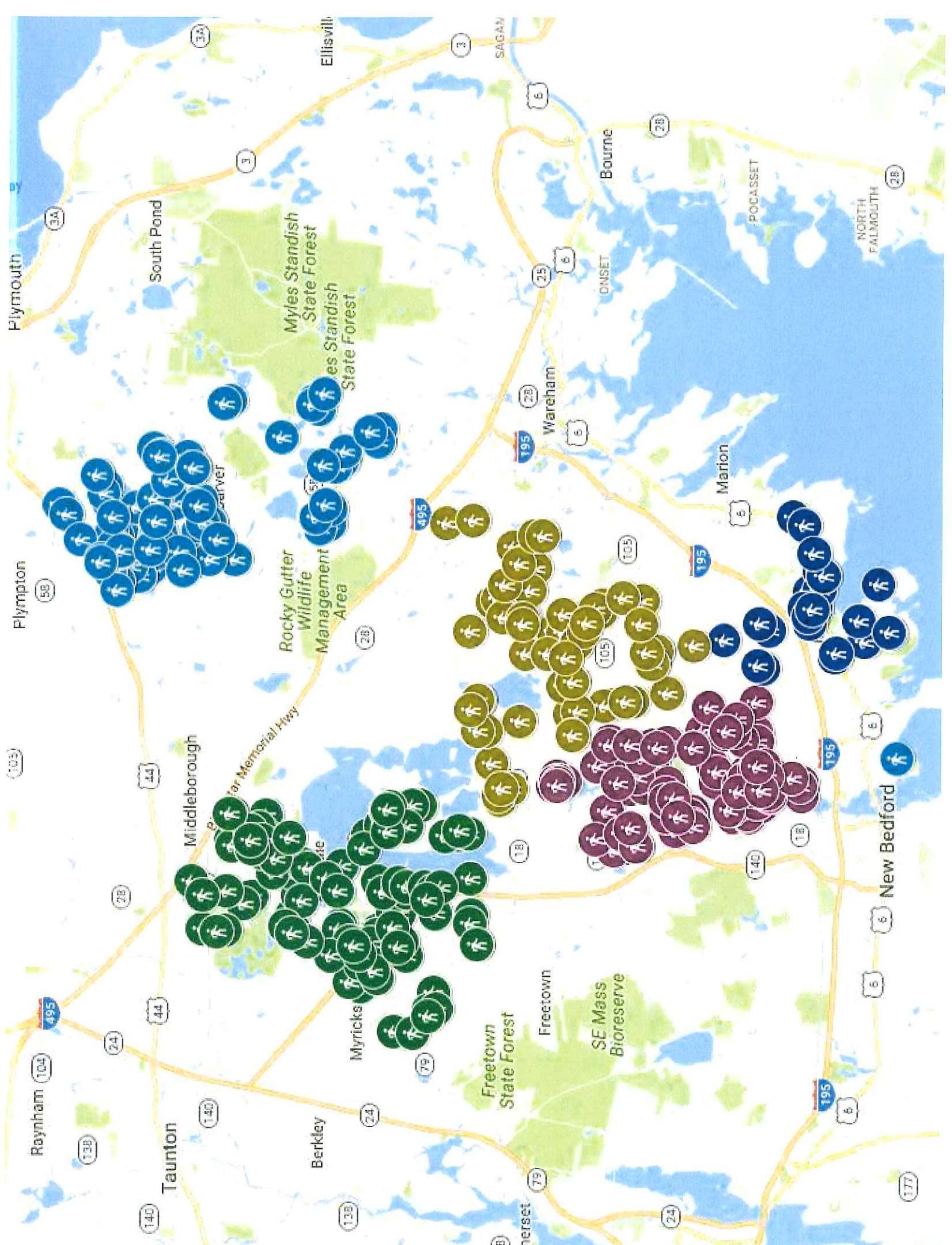


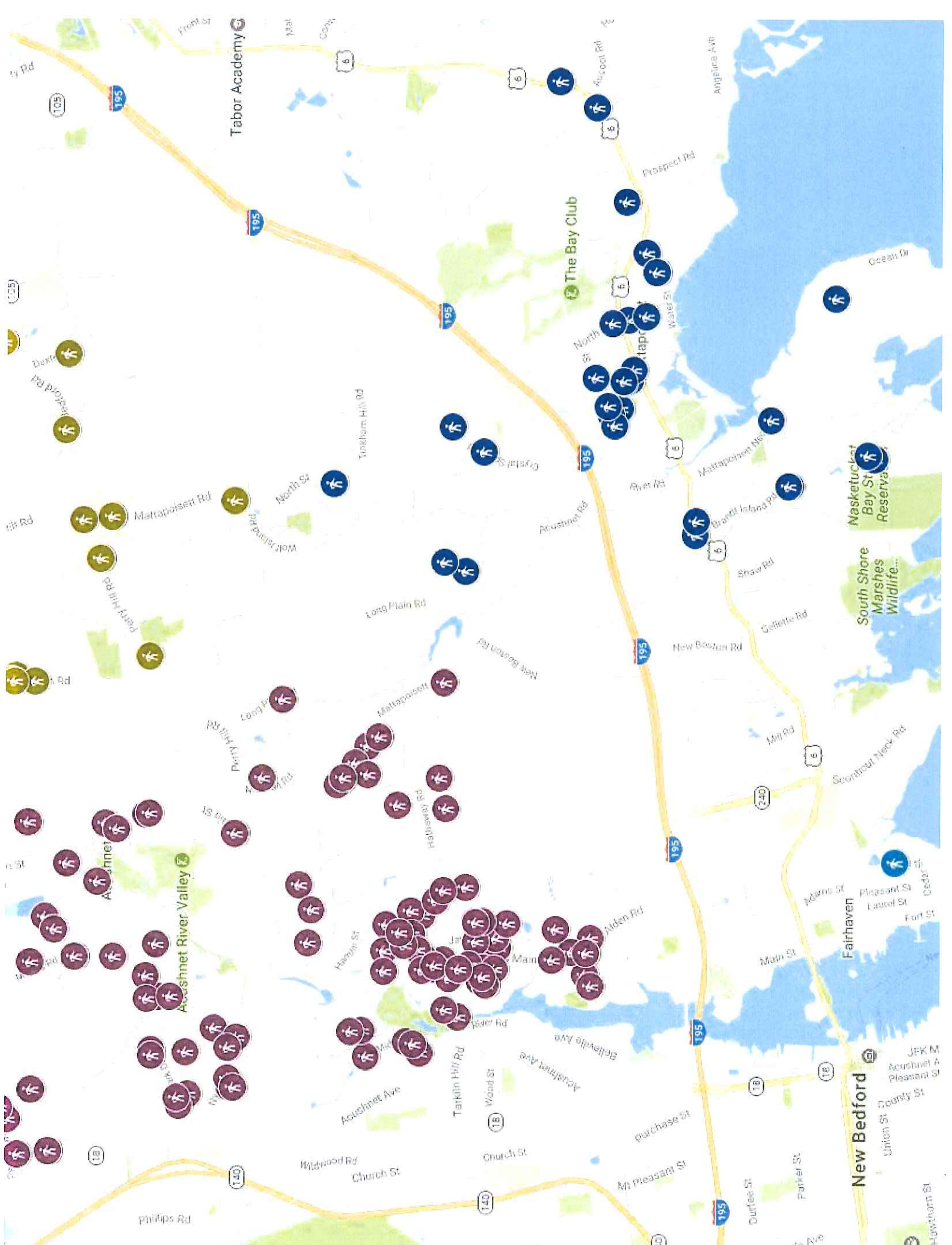
**Rochester Students**



 All items







Tabor Academy

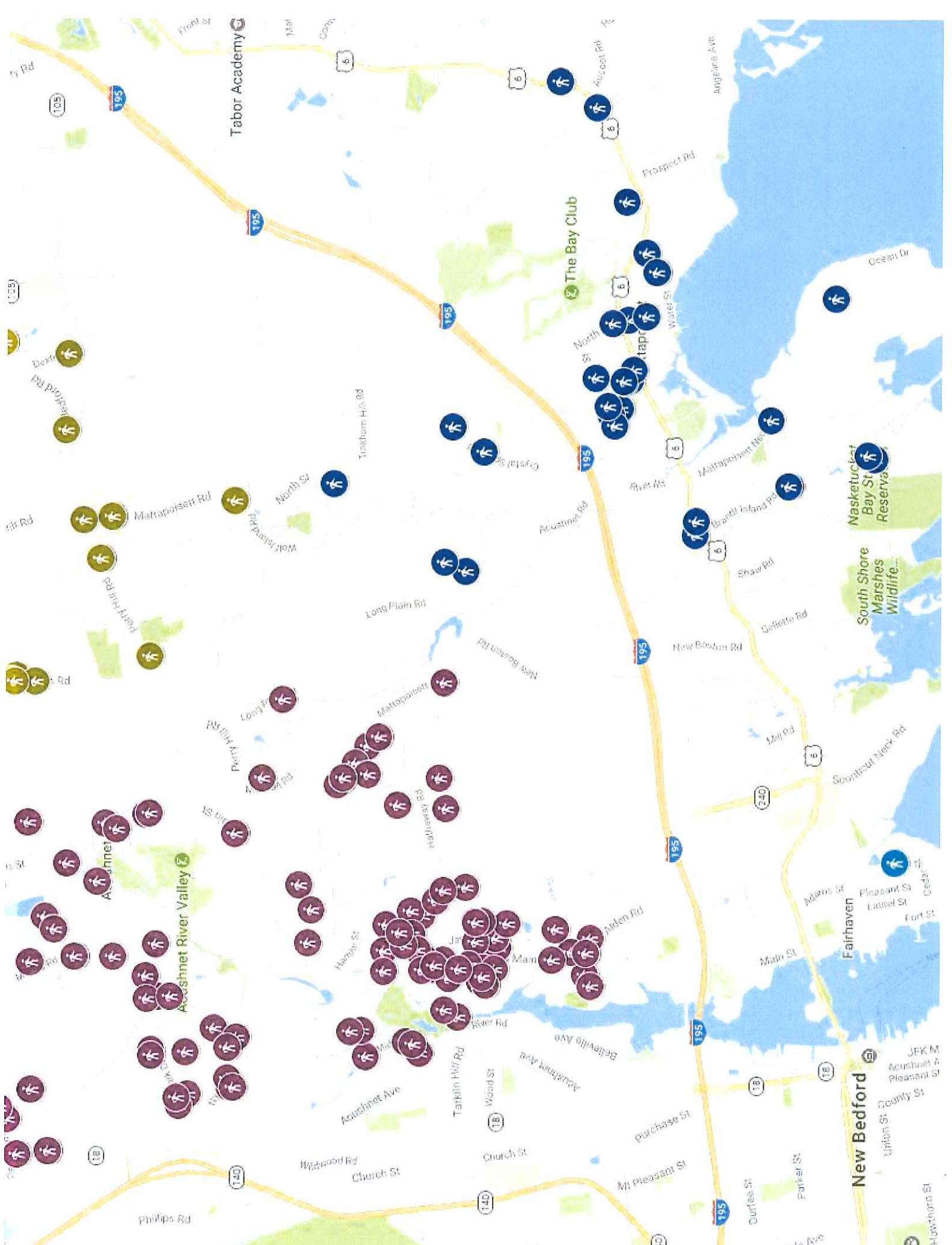
The Bay Club

Maskett Bay State Reserve

South Shore Marshes Wildlife

Fairhaven

New Bedford



Tabor Academy

The Bay Club

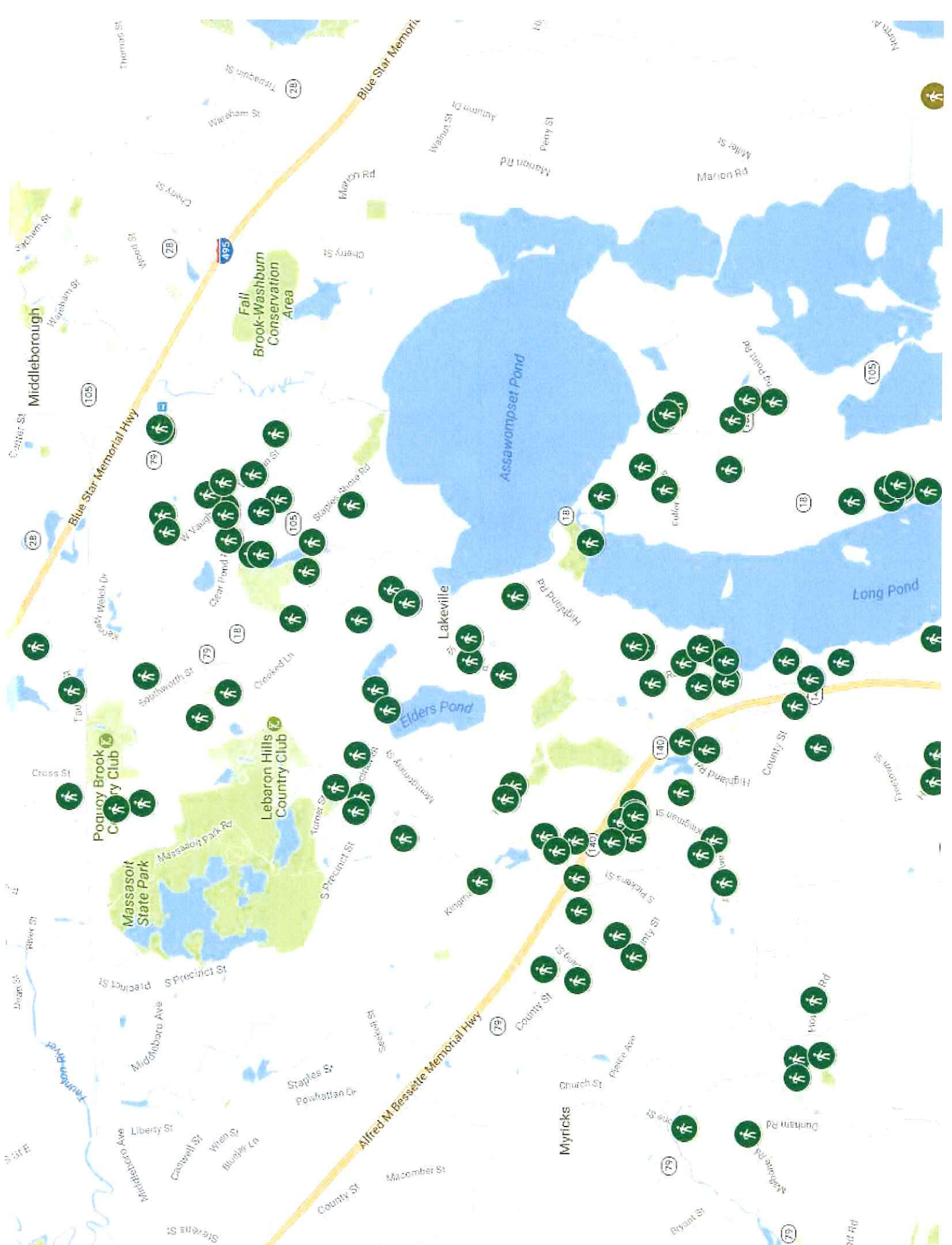
Maskett Bay State Reserve

South Shore Marshes Wildlife

Fairhaven

New Bedford





Middleborough

Fall Brook-Washburn Conservation Area

Assawampset Pond

Long Pond

Elders Pond

Massasoit State Park

Lebaron Hills Country Club

Pogy Brook Country Club

Myricks

Alfred M. Bessette Memorial Hwy

Blue Star Memorial Hwy

River St

Middleboro Ave

County St

County St

St. Mary's

Stevens St

Liberty St

Cooper St

Wren St

Blodgett Ln

Powhatan Dr

Staples St

S. Precinct St

Middleboro Ave

Staples St

Powhatan Dr

S. Precinct St

Middleboro Ave

Staples St

Powhatan Dr

S. Precinct St

Middleboro Ave

Dunham St

River St

Staples St

Middleboro Ave

S. Precinct St

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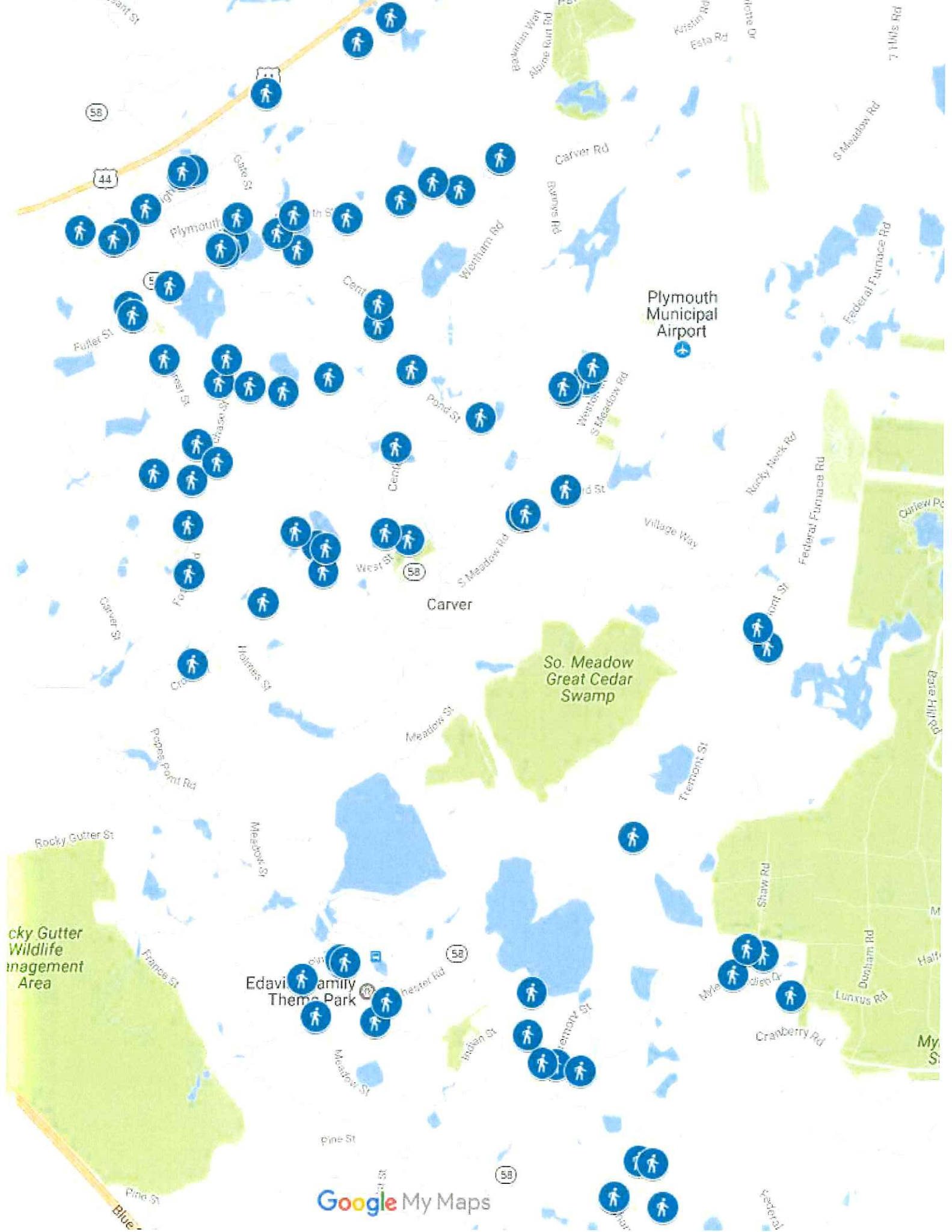
Staples St

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Rocky Gutter Wildlife Management Area

Plymouth Municipal Airport

So. Meadow Great Cedar Swamp

Edaville Family Theme Park

Google My Maps

# Attachment 'C'

## Sample Contract

### Contract for School Bus Transportation Services

Agreement made on this \_\_\_ day of \_\_\_ by and between the Old Colony Regional Vocational High School District – School Committee, hereinafter designated "Awarding Authority" and \_\_\_\_\_, hereinafter designated "Contractor".

In consideration for the promises and covenants hereinafter contained, the Contractor agrees to provide school bus transportation for regular day, late day and athletics/field trips to the Awarding Authority, pursuant to the provisions of this Agreement.

The term of this Agreement shall be for three years, commencing on July 1, 2017, and terminating on June 30, 2020.

It is understood and agreed between the parties that the attached documents are incorporated herein by reference and made a part of this Agreement. Said documents include: Invitation for Bids for School Transportation, executed Bid Forms, Prevailing Wage Rate for motor bus operators published by the Massachusetts Department of Labor and Workforce Development, and an executed Certification of Payment of Taxes, Non-collusion, Authority to Bind the Bidder, Release from Liability/Hold Harmless Form.

Compensation of the Contractor is based upon the provisions of the specifications and will be as specified on the executed Bid Forms attached hereto and incorporated by reference.

The Agreement shall be binding upon and inure to the benefit of the heirs, assigns, or successors in interest of the parties.

If sufficient funds are not appropriated for payments due in any year, an Event of Non-appropriation shall be deemed to have occurred. The Awarding Authority shall promptly deliver notice thereof to the Contractor. If an event of non-appropriation occurs, the Awarding Authority agrees to the extent permitted by law and subject to public policy not to purchase, lease, rent or otherwise acquire equipment or services performing functions similar to those performed by the equipment or services contained in this Agreement for a period of one (1) year following the date of such an Event.

This Agreement contains the entire Agreement between the parties. There are no inducements, promises, covenants, terms, conditions, or obligations entered into by the parties other than contained herein. This Agreement shall be amended or modified only by a written instrument executed by the parties hereto. If any provision of this Agreement is determined to be invalid, it shall not affect the remaining provision of said Agreement, but said remaining provisions shall be binding and effective to the parties.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement and a duplicate there of on this \_\_\_ day of \_\_\_\_\_.

Executed as a sealed instrument for:

Old Colony Regional Vocational Technical High School District

Date

By: \_\_\_\_\_

\_\_\_\_\_

Title: School Committee Chairman

The Contractor

Date

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

## Attachment 'D'

### Contractor Checklist

1. Required Bid Form 1 - Business Experience Form
2. Required Bid Form 2 - Equipment Description Form
3. Required Bid Form 3 - Tax Compliance Form
4. Required Bid Form 4 - Attachment C: Bid Pricing Form
5. Required Bid Form 5 - Attachment D: Contractors Checklist
6. Required Bid Form 6 - Other Required Items 
  - a. Proof of Insurance
  - b. Bid Deposit
  - c. Financial Statements
  - d. Routing Software
  - e. Handbook





## Required Bid Form '2'

### Equipment Description Form

The vehicle description must include the following information for EACH TYPE vehicle.  
(Copy as needed)

<b>Manufacturer of Chassis &amp; Date</b>	
<b>Chassis Serial Number</b>	
<b>Manufacturer of Body &amp; Date</b>	
<b>Model Year of Chassis</b>	
<b>Registration Number</b>	
<b>Seating Capacity</b>	
<b>Present Mileage</b>	
<b>Present Condition</b>	
<b>Contractor Vehicle Id. Number</b>	
<b>Miles per Gallon</b>	
<b>Number of Heaters</b>	

This form covers \_\_\_\_\_ vehicles that are identical.

<b>Manufacturer of Chassis &amp; Date</b>	
<b>Chassis Serial Number</b>	
<b>Manufacturer of Body &amp; Date</b>	
<b>Model Year of Chassis</b>	
<b>Registration Number</b>	
<b>Seating Capacity</b>	
<b>Present Mileage</b>	
<b>Present Condition</b>	
<b>Contractor Vehicle Id. Number</b>	
<b>Miles per Gallon</b>	
<b>Number of Heaters</b>	

This form covers \_\_\_\_\_ vehicles that are identical.

<b>Manufacturer of Chassis &amp; Date</b>	
<b>Chassis Serial Number</b>	
<b>Manufacturer of Body &amp; Date</b>	
<b>Model Year of Chassis</b>	
<b>Registration Number</b>	
<b>Seating Capacity</b>	
<b>Present Mileage</b>	
<b>Present Condition</b>	
<b>Contractor Vehicle Id. Number</b>	
<b>Miles per Gallon</b>	
<b>Number of Heaters</b>	

This form covers \_\_\_\_\_ vehicles that are identical.

## Required Bid Form '3'

### Certification of Non-Collusion, Authority to Bind the Bidder and Release from Liability / Hold Harmless

Old Colony Regional Vocational Technical High School District  
476 North Avenue  
Rochester MA 02770

Pursuant to MGL Chapter 62C, Section 49a, 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 taxes required under the Massachusetts law.

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

The undersigned certifies under penalty of perjury that the signor is authorized to bind the bidder contractually and further certifies that the bidder will, if accepted for a contract in accordance with the terms of this invitation for bids within ten (10) working days of the notice of award.

The undersigned acknowledges and certifies that the Awarding Authority is released from all liability and held harmless from any and all obligations which may arise from the provision of equipment, products or services as specified in this invitation for bids.

\_\_\_\_\_  
Social Security Number or  
Federal ID Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

By: \_\_\_\_\_  
Corporate Officer (if applicable)

# Required Bid Form '4'

## Bid Pricing Form

Proposal for Student Transportation

Date of Proposal:	
Contractor Name:	
Address:	
Telephone:	
Contact Person:	

To the School Committee of Old Colony Regional Vocational Technical High School District:

The undersigned for the above named contractor desires to respond to the invitation for Bid dated \_\_\_\_\_, subject without reservation to the stipulations of the Notice of Bidders, Bid Conditions and the Specifications attached thereto. We offer to furnish school bus transportation services for the district in accordance with the above stipulations as follows:

I submit a fixed bid for the three year contract, beginning July 1, 2017 as follows:  
\$ \_\_\_\_\_ per bus per day (180 days)

REGULAR TRANSPORTATION (10 Buses): \$ \_\_\_\_\_  
(Fixed price for contract duration of three years)

If, in the opinion of the Superintendent-Director of the Old Colony Regional Vocational Technical High School District, subject to approval of the School Committee, additional or fewer buses are required, the cost increase or decrease per bus per day for the duration of this three year contract will be:  
\$ \_\_\_\_\_ per bus per day

LATE BUS TRANSPORTATION (as needed):  
Bid Price/Mile \$ \_\_\_\_\_

OTHER TRANSPORTATION - FIELD TRIPS, ATHLETIC TRIPS, ETC.:  
Bid Price/mile: \$ \_\_\_\_\_  
Price per hour for driver waiting time: \$ \_\_\_\_\_