Old Colony Regional Vocational Technical High School District

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Invitation for Bids

Pupil Transportation Services

(FY 2021 – 2025 with two, one-year renewal option years)

Available Monday, April 27, 2020

Sealed bids must be submitted by 12:00 p.m. on Wednesday, July 22, 2020

Due to COVID-19, to obtain or submit a bid, please utilize Old Colony's current office hours, Monday through Friday, 7:00 a.m. to 12:00 p.m.

# **Table of Contents**

| Table of Contents   | 2        |
|---|----------|
| General Information and Bid Submission Requirements   | 3        |
| General Information   | 3        |
| Addenda   | 3        |
| Modify or Withdraw Bids   | 3        |
| Cancellation or Rejection of Bids   | 4        |
| Notices / Submission Requirements   | 4        |
| Bid Security / Performance Bond Requirements  | 4        |
| Other Requirements and Specifications   | 4        |
| Insurance Requirements  | 8        |
| Payments  | 9        |
| Financial Statements  | 9        |
| Specifications / Scope of Services  | 10       |
| General Definitions   | 10       |
| General Conditions  | 10       |
| Specifications for Drivers  | 11       |
| Specifications for Equipment  | 14       |
| Contract Length   | 15       |
| Schedules and Routes  | 15       |
| Communications and Procedures   | 16       |
| Late Bus Transportation   | 17       |
| Other Transportation  | 18       |
| Quality Requirements and Rule for Award   | 19       |
| OverviewError! Bookmark not o   | defined. |
| Rule for Award  | 19       |
| Sample Contract   | 20       |
| Contractor Checklist  | 21       |
| Business Experience Form  | 22       |
| Equipment Description Form  | 23       |
| Certification of Non-Collusion, Authority to Bind the Bidder and Release from Liability / Hold Harmless . | 24       |
| Bid Pricing Form  | 25       |
|   |          |

# **General Information and Bid Submission Requirements**

# **General Information**

The District School Committee of Old Colony Regional Vocational Technical High School District (District) invites the submission of sealed bids for a five (5) year contract with an option for two, one-year renewal option years. The contract awarded shall begin on August 12, 2020 and end June 30, 2025.

The District School Committee shall have sole discretion for renewal of the contract awarded as a result of this invitation for bids for FY26 and FY27. Pricing for option years shall be presented on the bid pricing form attached and will be used in evaluating total contract price.

Service to be provided are: regular route pupil transportation service, late runs, athletic trips, and other transportation as needed and when available by the contractor, as outlined in the Scope of Services and Quality Requirements.

Bids will be publicly opened on Wednesday, July 22, 2020 at 12:00 p.m. in the Conference Room located in 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, or required closure by the Governor, the bid opening will be done using zoom technology. All bidders will receive an invitation to attend the zoom meeting where the bid will be opened. The recommendation for award will be presented and awarded at the next School Committee meeting date scheduled for July 29, 2020 at 6:00 p.m. The time for award may be extended for up to sixty (60) calendar days by mutual agreement between the District and the apparent lowest responsive and responsible bidder.

Sealed bid proposals must be submitted by the Contractor and clearly marked "Pupil Transportation Bid", to the main office of the Old Colony Regional Vocational Technical High School on or before 12:00 p.m., July 22, 2020. Due to Covid-19, the Districts office hours have been adjusted. Sealed bids may be submitted on Monday through Friday, from 9:00 a.m. to 12:00 p.m.

Questions

# Addenda

The District reserves the rights, as it is in their interest, to require, revise, and amend the specifications prior to the date set for opening bids. 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.

# **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; 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.

#### **Bid Security / Performance Bond Requirements**

- The Contractor must submit a bid bond, cashier's check, or certified check payable to Old Colony Regional Vocation Technical High School District, in the amount of five (5) percent of the total bid price. A bid bond from a licensed surety payable to Old Colony Regional Vocational High School District will also be accepted. All checks, except those of the three (3) lowest acceptable bidders will be returned (or destroyed upon request) within thirty (30) days after the opening of bids.
- 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 (5) percent of the total 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 five (5) percent escrow within sixty (60) days of the date of the contract being awarded by the Committee and by August 1st will invalidate the bid award. The premiums for such bonds will be paid by the Contractor.

#### **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 District 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. Current routes for regular day and late runs can be found on the Districts website, <a href="https://oldcolony.us/parents/bus-routes/">https://oldcolony.us/parents/bus-routes/</a>.
- 3. If the Contractor fails to meet the schedules or parts thereof required by the District without justifiable cause or if the Contractor violates any part of the contracts, then an 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 District 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 District. Also reserved is the right to reject, for cause, any bid, in whole or in part; waive technical defects, qualifications, irregularities, or omissions, if in its judgment the best interests of the 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 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 sixty (60) days of the bid opening, the apparent low bidder shall submit to the Superintendent-Director or designee, 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 the contract is not awarded to the apparent low bidder, the second low bidder shall submit the aforementioned information within one week to 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 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 lowest total price for all contract services for the initial contract term. 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. To begin this contract, regular day route buses shall be 2019 or newer. Bidders will be expected to bid utilizing buses that are Type C in design and 2019 or newer for all regular day routes. The District requests ten (10) buses for the regular routes in this contract. To begin this contract, spare buses shall by Type C in design and 2017 or newer. The District requests two (2) spare buses for this contract. At no time during the contract may the buses used for transportation services be seven (7) or more years old with more than 200,000 miles on the odometer. 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 term of the contract. The District's current regular day routes are available on the District's website, https://oldcolony.us/parents/bus-routes/.
- 15. The Awarding Authority may terminate the contract by giving written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms of the contract, or if the Committee determines that the Contractor is unfit, unqualified, or unable to perform all of the transportation needs of the contract. The District School Committee is the sole judge of whether a Contractor is unfit, unqualified, or unable to perform all of the transportation needs of the contract.
- 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. The contract shall be considered Massachusetts contract 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. 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 or designee. The District will schedule early dismissals. The Contractor must adhere to these, as well as any other 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 contract.
- 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 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 ensure 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 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 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:

| Bodily Injury:   | \$1,000,000 each person, \$5,000,000 Each Occurrence.   |
|------------------|---|
| Personal Injury: | \$1,000,000 each person, \$5,000,000 General Aggregate. |
| Property Damage: | \$1,000,000 each person, \$5,000,000 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 School Committee will always be named as an additional insured on the maximum amount of insurance which the Contractor caries. 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 Business Manager on or before August 1 of each of the school years covered by the contract. All policies shall be so written that the Business Manager will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

The Contractor shall indemnify, defend and hold the District School 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 outlined above, as well as 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 duration of the contract with coverage amounts stated in the Certificate of Insurance.

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 Business Manager by August 1<sup>st</sup>.

#### **Payments**

Payment to the Contractor for regular day routes will be made in monthly installments after receipt of invoices. Invoices should be completed clearly by the Contractor stating what services were rendered and the corresponding dates. A separate invoice for all other bus use must be submitted for verification and approval. If the invoice total is based on a price per mile and/or waiting time, total mileage and waiting times shall be listed on invoices. All invoices and statements of activity must be reconciled by June 30<sup>th</sup> of the contract year. No payments will be made on invoices not documented in the given fiscal year. In addition, no payments will be made for services not rendered.

#### 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 finical 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.

# **Specifications / 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 one hundred and eighty (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 2:21 p.m**. These hours are subject to change by orders from the District School Committee. Arrival and departure time will be determined by the Superintendent-Director or designee.

"Late Bus Transportation" shall mean those bus trips designated by the Superintendent-Director or designee, which are scheduled after 3:30 p.m. Arrival and departure times will be determined by the Superintendent-Director or designee.

"Other Transportation" shall mean bus transportation of school athletic teams, extra-curricular student activities, field trips, and transportation for any other event organized by the District.

## **General Conditions**

- 1. The number of school days for each academic year is estimated to be one hundred and eighty (180) and the bid pricing shall be based on such number on the Bid Price Form.
- 2. Late Bus Transportation shall be based on approximately seventy two (72) days (Tuesday's and Thursday's for 36 weeks).
- 3. The Contractor agrees to transport students and staff to all other transportation as defined above, and as approved by the Superintendent-Director or School District Committee. The Contractor shall provide the rate per mile as well as the 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 rates. 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 inclement weather, cause cancellation of school and/or the need for transportation services, and if the Contractor is notified of such cancellation by 5:00 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: inclement 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 subcontracted by the Contractor without prior approval, in writing, from the District School Committee.

- 7. The Contractor will provide, at its own expense, a fully operating dispatch center responsible for the scheduling and monitoring of all transportation services assuring proper arrivals and departures.
- 8. The 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. The Superintendent-Director or 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 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.
- 11. The Superintendent-Director or 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 students, 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 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 five hundred dollar (\$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 (15) days of receipt of notice of this infraction from the Awarding Authority.
- 3. The Superintendent-Director or designee reserves the right to withdraw approval of any driver at any time. Notification of withdrawal of approval must be in writing. Upon receipt of such notification, the Contractor must immediately assign another driver to the route. Reasons for withdrawal 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.
- 4. 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 Superintendent-Director. 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.

- 5. The Awarding Authority will assume no financial obligation to pay for the mandatory annual physical examination.
- 6. 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 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.
- 7. The Contractor agrees to submit the following to the Superintendent-Director or designee by August 15<sup>th</sup> of the contract period indicating drivers to be used in that year:
  - (a) Drivers Full Name
  - (b) Telephone Number
  - (c) Copy of Massachusetts Commercial Driver's License(s) and endorsements
  - (d) Number of uninterrupted years a Massachusetts Driver's license has been issued
  - (e) Number of uninterrupted years a Massachusetts school bus license has been issued
  - (f) Length of time resided in Massachusetts
  - (g) Date of Last Annual Physical Examination
  - (h) Certification that an investigation of the background of the driver has been conducted.
- 8. Prior to assigning a route to a driver who is hired during the school year, the Contractor will provide the above information to the Superintendent-Director or designee.
- 9. 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.
- 10. The Contractor shall comply with the Background Checks Laws of 2013, as amended. All drivers shall be fingerprinted for a background check prior to any contact with students. The Contractor and drivers must cooperate fully.
- 11. 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 designee.
- 12. The Contractor must screen all new employees for drug and alcohol use prior to assigning a driver to provide any services specified in the contract.

- 13. All drivers must be familiar with 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.
- 14. The Contractor shall administer a satisfactory safety and student management training program which shall be mandatory for all approved drivers and spares. 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 the schedule for training to the Superintendent-Director or designee included dates and outlines of each safety program meeting as well as a list of all those attending the meeting.
- 15. 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.
- 16. 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 in the District parking lots.
- 17. 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 and/or student property remains on the bus. The procedures to be used for this purpose must be written and submitted to the Superintendent-Director or designee on or before September 1, 2020.
- 18. 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.
- 19. 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 designee. In all cases, this report is to be provided verbally 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.
- 20. 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 clean, both inside and out, and in good working condition and to furnish at the 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 School Committee reserves the right to inspect any or all vehicles at any reasonable time. Further, the Superintendent-Director or designee shall have the right to schedule individual buses on rotating random basis for a third party inspection of major safety and comfort factors on a 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 Superintendent-Director or designee shall be used and the Contractor shall replace such buses, and/or parts, which in the opinion of the third party inspector are deemed necessary.
- 3. To begin this contract, regular day route buses shall be 2019 or newer. At no time during this contract shall the age of the buses in service for regular day routes exceed seven (7) years.
- 4. All vehicles shall comply with the rules and regulations established (and/or revised) by the Department of Motor Vehicles, Transportation, and Education of the State of Massachusetts. All buses shall be equipped with 8-way flashers, public address system/speaker, swing arms, and flashing stop arms. The interior roof each bus shall display appropriate evacuation markings. Buses may be either gasoline or diesel powered and so identified in the bid. Upon the request of the Superintendent-Director or designee, the Contractor will provide the model year and odometer reading for any/all vehicles being used to provide transportation services under the terms and conditions of these specifications. All buses used under this contract shall display a suitable, neat identification sign bearing the name, OLD COLONY, on the side, as well as the designated route of said bus. The designated route of said bus shall also be displayed on the back of the bus.
- 5. Buses shall be equipped with a digital surveillance recording system with an event marker, and said system shall be recording at all times while transporting students. 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. The Superintendent-Director or designee shall request video recordings at any time during the contract.
- 6. Buses shall be equipped with a two-way radio communication system, with adequate wattage to maintain two-way communication with the Contractor and the bus driver throughout the District. 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.

- 7. The District reserves the right to use their own vehicles for transportation services at any time during this contract. In addition, should pupil transportation services be required by the District, nothing shall preclude the District from contracting for or retaining additional transportation services as it determines to be needed.
- 8. The Contractor agrees to furnish a minimum of two (2) spare 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.
- 9. 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 Superintendent-Director or designee, 476 North Avenue, Rochester MA 02770, within three (3) business days of their receipt by the Contractor.
- 10. 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. Reasonable rotation of approved equipment will be permitted. The Awarding Authority reserves the right to reject any unacceptable vehicle. The Contractor agrees to immediately advise the Business Manager of any changes anticipated equipment. The Contractor will provide the required specifications listed in this bid for any and all equipment which is added during the school year as soon as possible, after its acquisition. All additional vehicles shall comply with all other terms of these specifications.
- 11. Overnight parking of buses associated with the Awarding Authorities contract shall be allowed, in Lot B, of Old Colony Regional Vocational Technical High School District, 476 North Avenue, Rochester MA 02770, however, buses shall not, under any circumstance, be fueled on the Districts property. The Contractor is required to obtained garaging for contract vehicles within ten (10) miles of 476 North Avenue, Rochester MA 02770 to ensure timely maintenance and repairs of contract vehicles, should they be required.

### Contract Length

The contract term will be five (5) years, beginning August 12, 2020 and ending June 30, 2025, with an option for two, one-year renewals. The District School Committee shall have sole discretion over whether to renew this contract in each renewal year. In Spring of 2025 and Spring of 2026, recommendation and vote for each contract renewal option year will take place at the District School Committee meeting. Contract pricing for each year shall be completed using the Bid Pricing Form and are subject to voted appropriation.

### 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. Each school year is anticipated to be approximately 180 days.

- 2. Routes, number, and location of bus stops shall be developed by the Contractor using Versatrans Routing & Planning Software, and are subject to approval by the Superintendent-Director or designee acting as agent(s) for the Awarding Authority. 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. The number and locations of bus stops is subject to change at any time by the Superintendent-Director or designee as deemed to be in the best interests of the District. Permanent changes in routes or bus stops shall occur with written approval by the Superintendent-Director or designee and the Contractor.
- 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 Versatrans Routing & Planning Software, and any related hardware, which will produce electronically generated bus routes for the District. The electronic routing system must be operational at the time of the bid submission.
- 5. The Contractor will provide identification of the employee(s) who will be designated to operate Versatrans Routing & Planning Software, including their experience and training. In addition, the Contactor will provide identification for employee(s) responsible for overseeing daily dispatch duties, including their experience and training. The District is requesting the Contractor provide a location manager, route manager, and dispatch manager, at a minimum.
- 6. The Awarding Authority will provide all necessary student data for the effective operation of Versatrans Routing & Planning Software. All schedules, routes, and designated stops must be delivered to the Awarding Authority in computer digital format suitable for publication by August 1 for each contract year.

### **Communications and Procedures**

- 1. The Contractor and Principal will establish procedures for communication with drivers, students, and the District staff. 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, students, and student behavior. At the Superintendent-Directors or designee's request, the Contractor will provide detailed information regarding mileage for each route, both to and from school, numbers of students who board the bus at each stop on the routes, both to and from school, and student behavior, for all contract transportation, including regular day, late bus, athletic trips, field trips, and student activity trips.
- 3. The Contractor shall make a written report to the Superintendent-Director or designee, 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 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 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 designee will be required to meet with District Administration 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. Attendance at meetings may be required at other times during the school year (for example, freshman orientation) at no cost to the Awarding Authority.
- 7. The Contractor will submit a copy of the Employee Handbook currently in use with the Invitation for Bid. This shall be 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.
- 8. 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.
- 9. By September 1, the Contractor must provide a telephone number to be used by the Superintendent-Director or designee for the purpose of canceling student transportation due to inclement weather, unsafe road conditions, or any other emergency. The Contractor or designee must be available at the number during hours when the dispatch office is not normally staffed. The number will only be used for the purpose stated in this section.

### 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, student activities, or athletic activities. Although the daily mileage may vary significantly depending upon the number and destination of students who require transportation, the maximum mileage is determined by the length of the route as specified. Bidders should specify a price per mile for each late route in the spaces provided on the Bid Pricing Form.
- 3. The number of vehicles and drivers needed for late routes are subject to change at any time by the Superintendent-Director or designee. The Awarding Authority reserves the right to add additional late buses to the schedule at the cost per mile specified on the Bid Pricing Form.
- 4. Scheduling of late buses will be determined by the District. 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 District for confirmation prior to departing.

- 5. All vehicles and drivers used in fulfilling and late bus route requirements are subject to the conditions and specifications listed in this Invitation for Bids.
- 6. All billing for late run transportation services shall be rendered to the District Business Office, Accounts Payable Assistant, 476 North Avenue, Rochester MA 027740, on a monthly basis, and shall be paid on the next available warrant. A separate invoice for late run transportation services shall be submitted for verification and approval. If the invoice total is based on a price per mile, total mileage shall be listed on invoices. All invoices and statements of activity must be reconciled by June 30<sup>th</sup> of the contract year. No payments will be made on invoices not documented in the given fiscal year. In addition, no payments will be made for services not rendered. The District 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. Pricing for late bus transportation services in this section shall be included in the bid for regular day route transportation and other transportation for total cost to the District. The lowest responsive and responsible bidder will be awarded the contract for the initial contract term.

## **Other Transportation**

- 1. The Contractor must furnish vehicles and drivers to transport students and staff of the District on athletic trips, field trip, student activity trips, and other unanticipated transportation at hours of the day or night as specified by the District. Vehicles and drivers shall meet all conditions stated in this invitation for bids.
- 2. All bids should be based on a rate per mile utilizing at least one 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.
- 3. In addition to the rate per mile figure, 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 for driver waiting time will remain in effect for the duration of the contract. The District will notify Contractor in advance of each trip whether vehicle is to remain at destination.
- 4. The District 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.
- 5. Under certain circumstances which include, but are not limited to, long or short distances to be traveled, trips out of state, trips of undetermined duration, the number of students being transported, and length of days of trip, nothing shall preclude the District from contracting for or retaining additional transportation services as it determines to be needed.

- 6. All billing for other transportation services shall be rendered to the District Business Office, Accounts Payable Assistant, 476 North Avenue, Rochester MA 027740, on a monthly basis, and shall be paid on the next available warrant. A separate invoice for other transportation services shall be submitted for verification and approval. If the invoice total is based on a price per mile and/or waiting time, total mileage and waiting times shall be listed on invoices. All invoices and statements of activity must be reconciled by June 30<sup>th</sup> of the contract year. No payments will be made on invoices not documented in the given fiscal year. In addition, no payments will be made for services not rendered. The District assumes no responsibility for late payments caused by improper billing.
- 7. Pricing for other transportation services in this section shall be included in the bid for regular day route transportation and late run transportation for total cost to the District. The lowest responsive and responsible bidder will be awarded the contract for the initial contract term.

# **Quality Requirements and Rule for Award**

## Rule for Award

Bidders must provide all of the items described in the Contractors Checklist and comply with all requirements listed under General Information and Bid Submission Requirements and Specification / Scope of Services headers.

Contractors must submit insurance requirements as listed in the Invitation for Bids. Limits must meet or exceed the amounts requested by the District. Failure to do so will be considered as not responsive and responsible, and will not be considered for bid award.

Bidders must have a minimum of five (5) years of satisfactory performance under at least four (4) different contracts with twelve (12) buses or more. Contractors shall complete the Business Experience Form attached.

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

Bidders must provide a listing of employees that will oversee the awarded contract, including but not limited to a location manager, routing manager, and dispatch manager. Resumes must be included listing years of work experience with pupil transportation and responsibilities. Failure to do so will be considered as not responsible, and will not be considered for bid award.

The Contractor will submit a copy of the Employee Handbook currently in use with their Invitation for Bid.

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. In addition, required forms not completed properly shall be a basis for determination that the Contractor is not a responsive bidder.

One contract will be awarded to the responsive and responsible bidder offering the lowest price for the initial contract term for pupil transportation services to be provided.

#### Sample Contract

#### **Contract for Pupil 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 pupil transportation for regular day, late day and athletics/field trips to the Awarding Authority, pursuant to the provisions of this Agreement.

This contract term will be five (5) years, beginning August 12, 2020 and ending June 30, 2025, with an option for two, one-year renewals. The District School Committee shall have sole discretion over whether to renew this contract in each renewal year. In Spring of 2025 and Spring of 2026, recommendation and vote for each contract renewal option year will take place at the District School Committee meeting.

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 Pupil 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.

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. The Contractor shall not delegate, assign or transfer any of its duties delineated in the bid document without prior written consent from the Awarding Authority. 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 |      |
|---|------|
| By:   |      |
| Title: School Committee Chairman                              |      |
| The Contractor  | Date |
| By:   |      |
| Title:  |      |

# Contractor Checklist

| 1. | Required Bid Form 1 - Business Experience Form  |  |
|----|---|--|
| 2. | Required Bid Form 2 - Equipment Description Form                                      |  |
| 3. | Required Bid Form 3 - Non-Collusion / Tax Compliance Form                             |  |
| 4. | Required Bid Form 4 - Bid Pricing Form  |  |
| 6. | Required Bid Form 6 - Other Required Items<br>a. Proof of Insurance<br>b. Bid Deposit |  |

- c. Financial Statements
- d. Routing Software
- e. Employee Resumes
- f. Employee Handbook

#### **Business Experience Form**

| This form <b>must</b> b | be completed and s | submitted with the bid.     |                    |                      |
|-------------------------|--------------------|-----------------------------|--------------------|----------------------|
| How long have y         | ou been in the pup | il transportation business? | Years              |                      |
| School Buses:           | Owned at J         | present: Lease              | ed at present:     |                      |
| School Departme         | ent(s) are you now | under contract with:        |                    |                      |
| Scl                     | hool Name          | Contact Person              | Number of<br>Buses | Dates of<br>Contract |
| 2.                      |                    |                             |                    |                      |
| 3                       |                    |                             |                    |                      |
| 4.                      |                    |                             |                    |                      |

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

Other pertinent information may be attached.

I swear under penalty of perjury that the information contained herein is true, and I hereby grant permission for the School Committee(s) to investigate my statements contained on this Business Experience Form. I understand that any false statements on this form are sufficient reason for disqualifying my bid and/or subsequent contract.

| Signature                  | Date     | Type/Print Name & Title |
|----------------------------|----------|-------------------------|
|                            |          |                         |
| Firm Name Telephone Number |          | e Number                |
| Firm Address               | Town, St | tate, Zip Code          |

# Equipment Description Form

This form **must** be completed and submitted with the bid.

The vehicle description must include the following information for EACH TYPE vehicle.

## (Copy as needed)

| Manufacturer of Chassis & Date |                              |
|--------------------------------|------------------------------|
| Chassis Serial Number          |                              |
| Manufacturer of Body & Date    |                              |
| Model Year of Chassis          |                              |
| <b>Registration Number</b>     |                              |
| Seating Capacity               |                              |
| Present Mileage                |                              |
| Present Condition              |                              |
| Contractor Vehicle Id. Number  |                              |
| Miles per Gallon               |                              |
| Number of Heaters              |                              |
| This form covers               | vehicles that are identical. |

| Manufacturer of Chassis & Date |                              |
|--------------------------------|------------------------------|
| Chassis Serial Number          |                              |
| Manufacturer of Body & Date    |                              |
| Model Year of Chassis          |                              |
| <b>Registration Number</b>     |                              |
| Seating Capacity               |                              |
| Present Mileage                |                              |
| Present Condition              |                              |
| Contractor Vehicle Id. Number  |                              |
| Miles per Gallon               |                              |
| Number of Heaters              |                              |
| This form covers               | vehicles that are identical. |

| Manufacturer of Chassis & Date |                              |
|--------------------------------|------------------------------|
| Chassis Serial Number          |                              |
| Manufacturer of Body & Date    |                              |
| Model Year of Chassis          |                              |
| <b>Registration Number</b>     |                              |
| Seating Capacity               |                              |
| Present Mileage                |                              |
| Present Condition              |                              |
| Contractor Vehicle Id. Number  |                              |
| Miles per Gallon               |                              |
| Number of Heaters              |                              |
| This form covers               | vehicles that are identical. |

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

### This form **must** be completed and submitted with the bid.

### 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)

### Bid Pricing Form

#### This form **must** be completed and submitted with the bid.

#### Proposal for Pupil Transportation

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

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

#### I submit a fixed bid as follows:

#### **REGULAR DAY TRANSPORTATION:**

| Year 1 FY2020-2021     | \$        | per bus per day x 10 buses x 180 days = \$   | annual cost |
|------------------------|-----------|--|-------------|
| Year 2 FY2021-2022     | \$        | per bus per day x 10 buses x 180 days = \$   | annual cost |
| Year 3 FY2022-2023     | \$        | per bus per day x 10 buses x 180 days = \$   | annual cost |
| Year 4 FY2023-2024     | \$        | per bus per day x 10 buses x 180 days = \$   | annual cost |
| Year 5 FY2025-2025     | \$        | _ per bus per day x 10 buses x 180 days = \$ | annual cost |
| **Option Year 1 FY2025 | 5-2026 \$ | per bus per day x 10 buses x 180 days = \$   | annual cost |
| **Option Year 2 FY2026 | 6-2027 \$ | per bus per day x 10 buses x 180 days = \$   | annual cost |
| RECHLAR TRANSPO        | DTATION   | TOTAL PRICE (7 years):                       |             |

#### **REGULAR TRANSPORTATION TOTAL PRICE (7 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 will be: \$

| LATE BUS TRANSPORTATION (as needed):                        |                        |             |
|---|------------------------|-------------|
| Year 1 FY20-21 Bid Price/Mile: (approx. 9,000 miles*) \$    | x 9,000 miles =        | annual cost |
|   |                        |             |
| Year 2 FY21-22 Bid Price/Mile: (approx. 9,000 miles*) \$    | <u>x 9,000 miles =</u> | annual cost |
|   |                        |             |
| Year 3 FY22-23 Bid Price/Mile: (approx. 9,000 miles*) \$    | x 9,000 miles =        | annual cost |
|   |                        |             |
| Year 4 FY23-24 Bid Price/Mile: (approx. 9,000 miles*) \$    | x 9,000 miles =        | annual cost |
|   |                        |             |
| Year 5 FY24-25 Bid Price/Mile: (approx. 9,000 miles*) \$    | x 9,000 miles =        | annual cost |
|   |                        |             |
| **Option Year 1 FY25-26 Bid Price/Mile: (approx. 9,000 mile | es*) \$x 9,000 miles   | =annual co  |

| **Option Year 2 FY26-27 Bid Price/Mile: (a   | pprox. 9,000 miles*) \$                    | x 9,000 miles =          | annual cost |
|--|--|--------------------------|-------------|
| LATE BUS TRANSPORTATION TOTAI  | L PRICE (7 years):                         | \$                       |             |
| OTHER TRANSPORTATION - FIELD T<br>Year 1 Bid Price/Mile: (approx. 11,000 miles<br><u>\$x 11,000 miles =</u><br>Year 1 Bid Price/Hour Driver Waiting Time:  | <mark>5*)</mark>                           | <mark>°S, ETC.:</mark>   |             |
| $\frac{1}{2} = \frac{1}{2} = \frac{1}$ |  |                          |             |
| Year 2 Bid Price/Mile: (approx. 11,000 miles<br>\$x 11,000 miles =<br>Year 2 Bid Price/Hour Driver Waiting Time:<br>\$x 450 hours =  | annual cost<br>(approx. 450 hours*)        |                          |             |
| Year 3 Bid Price/Mile: (approx. 11,000 miles<br><u>\$x</u> 11,000 miles =<br>Year 3 Bid Price/Hour Driver Waiting Time:<br><u>\$x</u> 450 hours =  | annual cost<br>(approx. 450 hours*)        |                          |             |
| Year 4 Bid Price/Mile: (approx. 11,000 miles<br><u>x</u> 11,000 miles =<br>Year 4 Bid Price/Hour Driver Waiting Time:<br><u>x</u> 450 hours =  | annual cost<br>(approx. 450 hours*)        |                          |             |
| Year 5 Bid Price/Mile: (approx. 11,000 miles<br>\$x 11,000 miles =<br>Year 5 Bid Price/Hour Driver Waiting Time:<br>\$x 450 hours =  | annual cost<br>(approx. 450 hours*)        |                          |             |
| **Option Year 1 25-26 Bid Price/Mile: (appr<br><u>x 11,000 miles =</u><br>**Option Year 1 25-26 Bid Price/Hour Drive<br><u>x 450 hours =</u>   | annual cost<br>er Waiting Time: (approx. 4 | <mark>450 hours*)</mark> |             |
| **Option Year 2 26-27 Bid Price/Mile: (appr<br><u>x</u> 11,000 miles =<br>**Option Year 2 26-27 Bid Price/Hour Drive<br><u>x</u> 450 hours =   | annual cost<br>er Waiting Time: (approx. 4 | <mark>450 hours*)</mark> |             |
| OTHER TRANSPORTATION TOTAL P   | RICE (7 years):                            | \$                       |             |

\*Miles and waiting hours used for estimated total annual cost based on FY19 and are subject to change. \*\* Price not included in the rule for award. One contract will be awarded to the responsive and responsible bidder offering the lowest price for the initial contract term.

Contractor Signature

Date

For Awarding Authority: Estimated Total Cost, Seven (7) Year Contract \$\_\_\_\_\_