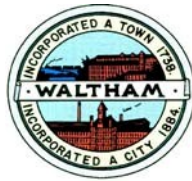


CITY OF WALTHAM SCHOOL DEPARTMENT

INVITATION FOR BIDS FOR  
STUDENT TRANSPORTATION SERVICES



**Bid Due Date: Friday, February 21, 2020 at 10:00 am**

**Pre-Bid Meeting: Thursday, February 13, 2020 at 2:30 pm**

Waltham High School, Cannon Lecture Hall, 617 Lexington Street, Waltham, MA

**Last day for Written Questions: 12.00 Noon Friday February 14, 2020**

(via email ONLY to: [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us))

FOR FURTHER INFORMATION CONTACT  
Joseph P. Pedulla, Chief Procurement Officer  
City of Waltham (781) 314-3244  
E-mail: [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us)

## INVITATION FOR BIDS (IFB)

The City of Waltham invites you to submit a bid for the award of a contract to provide transportation services for the Waltham Public Schools. Services are to be rendered in accordance with the specifications contained within this document. Specifications and tentative schedules are available for your examination at the Office of the City Purchasing Agent, Waltham City Hall, 610 Main Street, Waltham, Massachusetts 02452.

The contract calls for the furnishing of scheduled transportation for all designated school children in the City of Waltham, Massachusetts, and includes the furnishing of all services necessary and required, consisting of the following in general: transportation equipment, maintenance of equipment, operation, supervision, inspection, registration, licensing, insurance and conformation to all applicable laws, rules, and regulations of the Federal Government, the Interstate Commerce Commission, the Commonwealth of Massachusetts, Department of Motor Vehicles, City of Waltham, and the City of Waltham School Committee.

The term of this contract is for **three (3) years, with one-year renewal options for Year 4 and Year 5 at the discretion of the City**. The school year consists of 180 days during the period from August 15 through June 30. This contract will commence on August 15, 2020 and terminates on August 14, 2023. The days on which transportation is to be furnished shall be as designated and required by the School Committee.

This contract is subject to appropriation on a yearly basis.

### BID INSTRUCTIONS

Bidders may obtain Specifications, tentative schedules, and bid forms at the office of the City Purchasing Agent. All questions and communication, with regards to this IFB will be directed to the office of the City Purchasing Agent. Only the communication and information from the City Purchasing Agent is considered official information and reliable for the preparation of a valid response by interested parties.

A **Pre-Bid conference** will be held at Waltham High School Cannon Lecture Hall, 617 Lexington Street, Waltham, MA 02452, **Thursday February 13, 2020 at 2:30 pm**.

Bidders are invited to bid on the following:

### BASIC CONTRACT

The Contractor agrees that it will transport to and from the Waltham Public Schools and other institutions as designated by the District such persons as may be designated by the District, and at such days, times and hours as designated by the District, and will make such stops and travel along such routes as are designated by the District. The Contractor shall furnish such transportation services including personnel, supervision, vehicles, drivers, bus monitors, equipment, and other services required to transport all students to and from the Waltham Public Schools and other designated institutions.

The basic contract calls for the Contractor to provide school bus services for the transportation of students for the Waltham Public Schools for the 2020-2021 school year through the 2022-2023 school year. The transportation needs vary each year based upon a number of factors, including but not limited to, enrollment, classroom locations, and student placements. The Contractor shall provide the necessary

vehicles and monitors.

The basic contract calls for the Contractor to own and operate thirty (30) school vehicles per day for 180 school days. Each vehicle will be scheduled to run three (3) routes morning and afternoon according to the time slots indicated in Article III, Section A of the Specifications. The Contractor may also be required to operate a fourth (4th) route within the allotted time period upon designation by the School Department. The bid should be based on twenty-five (25) 77

-or greater passenger buses and five (5) 32-or greater passenger school buses. No vehicle shall be used in the execution of the contract which is more than 60 months old at any time during the contract.

The School Department reserves the right to add buses based on the base rate as awarded. Notification of additional buses will be given no later than June 30<sup>th</sup> of the preceding school year. The base price is computed as the annual rate for 180 days divided by thirty (30) buses as in the base bid price sheet.

The School Department does not guarantee continuation of any or all routes or schedules, or that new students will not be added to the routes, schedules, etc. The Bidder is responsible for determining the accuracy of any estimate or information provided by the City in which it uses to formulate its bid for transportation services and acknowledges that it has had the opportunity to investigate the same. In submitting a bid, the Bidder acknowledges that such information and estimates do not constitute a representation, guarantee or warranty of accuracy and failure to secure and investigate the accuracy of such estimates and information relied upon by any Bidder shall in no way relieve any Bidder from any obligation in respect to their bid. Furthermore, the Bidder thereby releases the City of any and all claims, demands, suits, causes of action, arbitration or disputes whatsoever arising out of or relating to such estimates and/or information.

When making bids, as defined in paragraph 1 "Basic Contract" above, which shall be submitted in sealed envelopes endorsed on the outside "**BID FOR STUDENT TRANSPORTATION** " with the name of the Bidder. Bidders shall give a unit price (cost of bus per day) for transportation services as detailed herein and in the Specifications for the entire time of performance under the contract.

**This contract is for three (3) years, with one-year renewal options for Year 4 and Year 5 at the discretion of the City.**

Please note that the unit price given for the transportation services detailed herein and, in the Specifications, shall remain the same throughout the contract.

The Contractor shall furnish a performance bond for each year of the contract. The amount of the Bond shall be equal to 100% of the yearly amount of the contract. The performance bond for the first year of the contract must be presented within five (5) days of the notice of contract award. The performance bond for the second and third year must be presented in May of 2021 and 2022.

Failure to provide a bond constitutes a material breach of the contract and the contract may be terminated at the City's option, through its Superintendent, satisfying its wants through another contractor and without waiving any and all remedies available to the City and School Department at law, in equity or as provided within the contract.

**A certified, treasurer's or cashier's check drawn on a responsible bank, or bid bond** from a surety company licensed by the Commonwealth of Massachusetts, in the amount of **\$20,000** made payable to the **City of Waltham**, must be filed with each bid. All checks shall be held by the City until award of contract when checks of unsuccessful bidders will be returned. The successful bidder must enter into written contract with the City within five (5) days, Saturdays, Sundays and Legal Holidays excluded, after notification of acceptance of his bid. Check will be returned upon execution of the contract. Upon failure to enter into contract check shall be forfeited to the City.

The Bidder shall demonstrate that it has successfully provided school bus transportation over three (3) of the last five (5) years for municipalities or other educational institutions. Experience may include prior experience as an owner or principal operator of a company other than the bidder.

The Bidder shall provide the School Department with the name, address, telephone number and responsible agent of all municipalities/institutions for which the Contractor has provided school bus transportation services, within the last five (5) years, so that the City may obtain and review all relevant reference data in its decision making process towards the awarding of the Contract. By providing a bid and list of references, the bidder warrants that the list is complete and by tendering its bid and providing the above list of references, the Bidder hereby authorizes and releases both the City of Waltham and the above previously serviced municipality/institution to openly and fully discuss the municipality's/institution's evaluations, opinions or perceptions of Bidders prior performance and reputation, and by said bid tender and list of municipalities/institutions said Bidder does thereby agree to release indemnify and hold harmless both the City and the said municipalities/institutions and their agents of and from any and all liability, both at law and in equity, which might arise or be claimed to arise from the providing of information, data, evaluations or opinions relating to the said Bidder or its agents, officers or employees.

In the context of this bid the term Bidder shall mean and include any and all other corporations or entities in which any of the Bidders Corporate Officers, Directors, Share Holders, Principal Administrative or Operating Personnel or owners were previously involved or associated with.

Sealed bids will be received at the Office of the City Purchasing Agent, City Hall, 610 Main St., 02452 until **10:00 am February 21, 2020**, at which time they will be opened and read.

The Contract will be awarded to the responsive and responsible eligible bidder offering the lowest total price for transportation services as offered in the bid price sheet.

The City reserves the right to reject any and all bids as may be determined to be in the best interest of the City. The City also reserves the right to reject any and all unbalanced unit priced bids.

Please note that the City of Waltham shall not enter into the contract for transportation services described herein unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend on the availability and appropriation of funds.

Please note that the City of Waltham's chief procurement officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal

year succeeding the first year.

Joseph P. Pedulla  
Chief Procurement Officer

# SPECIFICATIONS FOR STUDENT TRANSPORTATION SERVICES

## ARTICLE I - DEFINITIONS

<b>TERM</b>	That entire period of time as determined in Article II.
<b>THE CITY of WALTHAM</b>	The City of Waltham, a Municipal Corporation of the Commonwealth of Massachusetts situated in Middlesex County.
<b>THE SCHOOL COMMITTEE</b>	The duly designated School Committee of City of Waltham comprised of six (6) members and one chair ex-officio.
<b>CONTRACTOR</b>	That bidder, whose bid is accepted by the City and who has entered into this written contract.
<b>SUPERINTENDENT</b>	The Superintendent of Schools of the City of Waltham or his/her designee.
<b>STUDENT</b>	That individual who participates in the school program of the City of Waltham.
<b>DRIVER</b>	That individual designated by the Contractor to operate a vehicle.
<b>MONITOR</b>	That individual designated by the Contractor to monitor and assist Student.
<b>VEHICLE</b>	A new or used motor vehicle, whether owned or leased, operated by the Contractor, and used by the Contractor for transportation in accordance with this contract. Said vehicle shall be appropriate for transporting students under all pertinent rules, regulations and laws, and it shall be the Contractor's duty and obligation to maintain all of the said vehicles and equipment in optimal operating and safety condition during the entire term(s) of this contract and age of said vehicle shall not exceed 60 months. Hereinafter, use of the term "Vehicle" shall mean yellow School Bus.
<b>THE SCHOOL DEPARTMENT</b>	The School Administration Department of the City of Waltham.

Unless a contrary intent is otherwise expressed or demonstrated when, hereinafter, used the term "School Department" shall include the following terms/concepts: The City, the School Committee, Superintendent and The School Department as defined above.

**ARTICLE II - TERM**

The term of this contract is for **three (3) years from August 15, 2020 through August 14, 2023, with one-year renewal options for Year 4 and Year 5, at the discretion of the City.** Each school year consists of 180 days during the period from August 15 through June 30th. The Service for this contract will commence on August 15, 2020. The days on which transportation is to be furnished shall be as designated and required by the School Committee.

**ARTICLE III - TRANSPORTATION PROGRAM**

**A. SCHEDULE**

The School Committee has established the following schedule of transportation, premised on the following school operating schedules (N.B. the daily school schedules are subject to change at the discretion of the City, School Committee and Superintendent), at least as planned for the immediate 2020-2021 school year:

Tier	Location	Arrival	First Bell	Dismissal	Late Dismissal *
1	Senior High				
	Mon, Tue, Thu, Fri	7:10 AM	7:30 AM	2:00 PM	3:35PM
	Wed	7:10 AM	7:30 AM	1:25 PM	3:35PM
2	Middle Schools	7:40 AM	8:00 AM	2:30 PM	3:35 PM
	Minuteman	7:45 AM	7:48 AM	2:30 PM	
	Vocational Tech				
	Parochial Schools	7:50 AM	8:00 AM	2:30 PM	
3	Elementary Schools	8:25 AM	8:42 AM	3:00 PM	
4 Pre-k	Elementary Schools ~ Tue - Fri	9:10 AM	9:15 AM	11:40 AM	
		1:00 PM	1:05 PM	3:30 PM	

\* For informational purposes only; at the current time four buses are scheduled.

**B. DISTRIBUTION OF VEHICLE TYPES**

The District has established the following distribution of vehicle types, premised on the number of bus routes per Tier, at least as planned for the immediate 2020-2021 school year:

School Year 20-21		
Bus Size	Seating Capacity *	Number of vehicles
Large	77 or greater	25
Small	28 or greater	5
* seating capacity of the school bus: based on the number of persons that can safely fit into a school bus seat (generally elementary school students).		

**C. EVACUATION**

Vehicles shall be provided for the conduct of evacuation drills, once each year at each school, in accordance with Section 7B, of Chapter 90 of the Massachusetts General Laws.

**D. CHANGES**

The City, through the School Department, reserves the right to add, rearrange, reassign, adjust or delete routes and schedules when it is in the interest of the City to do so. All changes in routes are to be approved by the Superintendent.

Contractor shall not alter or substitute personnel or equipment that might impair or adversely affect the reliability of transportation services to the student or School Department.

**E. MAINTENANCE OF SCHEDULE**

The schedule of route operation shall be maintained in such a manner that students awaiting vehicle arrival shall not be required to wait longer than ten (10) minutes beyond the time of the schedule of the stop. The vehicle shall not delay at a stop longer than necessary for students to board the vehicle. Delay at stops, to permit the boarding of students not present during the time the vehicle is being loaded, shall not be permitted. The first stop of any vehicle for any pupil in the City shall not be before 6:45 AM. Students shall be picked up at the school within ten (10) minutes after dismissal time and shall be returned home within ten (10) minutes of a scheduled arrival time.

No "to school" route shall start prior to the scheduled starting time, nor shall it arrive at school prior to the arrival time as indicated above, nor shall it arrive after the scheduled "first bell" time as indicated above. Changes in school hours may be instituted by the school authorities and shall not affect contract prices.

The Contractor shall be solely responsible for any and all costs incurred in achieving and ensuring compliance with the Contractor's transportation obligations.

Each and every failure by the Contractor to maintain the schedule as herein provided shall be a breach of the Contract and shall subject the Contractor to an assessment of liquidated damages as provided in Article V, Section E.2.

Repeated breaches as heretofore described which are found to be in the opinion of the Superintendent the cause of undue disruption to the students, shall constitute a material breach of the Contract and shall forthwith terminate the Contract upon such finding and shall further subject the Contractor to an assessment of liquidated damages as hereafter provided.

The imposition/exaction of liquidated damages shall not preclude the School Department from any of its other remedies and damages, either at law or in equity, including claims under and against performance bonds or insurance, nor shall it preclude initiation of contract, tort or other legal actions and the award of additional damages there under.



## ARTICLE IV - THE CONTRACTOR

### **A. SERVICES**

The Contractor shall furnish the scheduled transportation for all students of the City of Waltham, Massachusetts, as designated herein and who may from time to time be designated by the School Department. Scheduled transportation shall be in accordance with the transportation schedule, as herein set forth in Article III.

The Contractor shall furnish all services necessary and required, or those which are in the City's discretion, deemed convenient or desirable consisting of the following in general: transportation equipment, maintenance of the equipment, operation, supervision, inspection, registration, licensing, insurance and conformation to all applicable laws, rules and regulations of the Federal Government, the Interstate Commerce Commission, the Commonwealth of Massachusetts and to all rules and regulations established by the Massachusetts Department of Education, and the Department of Motor Vehicles, as such rules may pertain to school vehicles and to all applicable rules and regulations established by the City, and the School Committee, and all other laws, rules, regulations pertinent hereto.

### **B. BOND**

The Contractor shall furnish a performance bond for each year of the contract. The amount of the bond shall be equal to 100% of the yearly amount of the contract. The performance bond for the first year of the contract must be presented within five (5) days of the notice of contract award. The performance bond for the second and third year must be presented in May of 2021 and 2022, respectively.

Failure to provide a bond and/or an adequate bond constitutes a material breach of the contract and the contract may be terminated at the City's option, through its Superintendent, satisfying its wants through another contractor and without waiving any and all remedies available to the City and School Department at law, in equity or as provided within the contract.

### **C. INSURANCE**

The Contractor shall obtain and maintain insurance, such that each vehicle is covered for property and personal liability as follows:

1. Property damage liability coverage in an amount not less than two hundred and fifty thousand dollars (\$250,000).
2. Personal liability coverage in an amount not less than one million dollars (\$1,000,000) for any one person, and one million dollars (\$1,000,000) for any one accident; uninsured/underinsured coverage of not less than five hundred thousand dollars

(\$500,000) per person and one million dollars (\$1,000,000) per occurrence, excess liability coverage of not less than five million dollars (\$5,000,000).

3. The aforementioned property damage liability insurance and personal liability insurance referenced in C.1. and C.2. shall also include extra territorial coverage and shall cover all owned, non-owned and leased vehicles and shall cover all employees, independent contractors, passengers, passengers of other vehicles and pedestrians.
4. General liability insurance coverage in an amount not less than one million dollars (\$1,000,000), against claims for bodily injury, death and property damage, including contractual liability coverage, and coverage for intentional/criminal acts of its agents, servants or employees.
5. Workers' Compensation insurance as required by the General Laws of the Commonwealth of Massachusetts in the required statutory amounts.
6. **For all of the required insurance stated above, the City of Waltham must be named as both the certificate holder and as an "additional named insured"** for the duration of the contract and the contract should be specifically identified in the certificate on the above required policies, and shall have a waiver of subrogation and similar waiver provisions as against the City, School Department and its employees, servants, officers or agents. These policies should have a thirty day notice of cancellation/non-renewal provision and same should be stated on the certificates of insurance.
7. A certificate of insurance demonstrating the above required insurance coverage enumerated in Section C, must be presented to the City of Waltham Purchasing Agent and approved by the Law Department of the City of Waltham on or before the contract is awarded. Such certificate(s) demonstrating the required insurance coverage of the vehicles to be used by the Contractor for this contract, shall include a description and make of each vehicle insured, together with its Massachusetts registration number. No vehicle shall be used by the Contractor for the contract unless insured as herein provided. The Contractor shall notify the City of any changes with respect to the vehicles used in the performance of the contract and shall secure written approval of the Superintendent before using any vehicle not listed on said certificate.
8. Failure to provide and/or maintain the required insurance and/or adequate insurance constitutes a material breach of the contract and the contract may be terminated at the City's option, through its Superintendent, satisfying its wants through another contractor and without waiving any and all remedies available to the City and School Department at law, in equity, or as provided within the contract.
9. Any payment owed Contractor may be withheld until receipt of the required bonding and insurance documents for each year.

**D. INDEMNIFICATION**

The Contractor acknowledges and agrees that it is responsible as an independent Contractor for all operations under this Agreement and for all the acts of its employees, servants, and agents and agrees that it shall defend, indemnify, and hold harmless the City, its officers, boards, committees and employees from and against any and all loss, damage, cost, charge, expense, liability, action, and claim which may be made against it or them or to which it or they may be subject resulting from Contractor’s performance and/or obligations hereunder and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney’s fees and expense. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under the Workmen’s Compensation Act, Disability Benefits Act or other employees’ benefits.

**E. COMPENSATION, PAYMENT OF PREVAILING WAGES**

The Contractor acknowledges and agrees that it is responsible for compensating the drivers under this Agreement. Compensation to Drivers and all other personnel involved in carrying out this contract shall be in accordance with and as determined by the Commonwealth of Massachusetts, Department of Labor prevailing wage rates for the classes of labor involved in accordance with Massachusetts General Laws Chapter 71, Section 7A (see Prevailing Wage Schedule in Appendix A).

**F. ROUTES AND SCHEDULES**

The Contractor shall conduct transportation in conformance with specification as herein set forth and in accordance with routes and schedules as, from time to time, may be determined by the School Department to be compatible to class schedules in addition to any school emergency evacuations where bus transportation is needed.

**G. IDENTITY OF EMPLOYEES**

On or before August 15 of each year, the Contractor shall provide the Superintendent with a list of all employees (drivers, monitors, substitutes, etc. that will/may have contact with Students) along with a certificate that each employee is of good moral character as cited in Massachusetts General Laws Chapter 90, and that a thorough background check has been made of each employee including but not limited to the CORI check and other items listed in Article IX, Section F.3., which indicates that none of the same have any state or federal criminal record.

The list shall contain the name, address, telephone number, license number and current x-ray number, or other evidence of negative tuberculosis dated not more than one (1) year prior to assuming duties of each driver. The list shall also verify that each driver has not had his/her license revoked.

The Contractor shall provide the City with a release executed by each employee granting both the Contractor and the City the right to perform a complete state and federal criminal background check, and a release for medical/psychiatric records and/or treatment. Notwithstanding the above or

anything else therein, it shall remain the sole responsibility of Contractor to ensure that it provides careful and safe bus drivers and to conduct thorough investigation into its personnel both before and during their employment.

#### **H. IDENTITY OF VEHICLES**

On or before August 15th of each year the Contractor shall provide a list showing license plate numbers, registration certification numbers as issued by the Registry of Motor Vehicles, manufacturer, model, year of manufacture, serial number and mileage for each vehicle.

Each vehicle must satisfy all applicable laws and regulations with special attention to the current and future requirements of 540 CMR 7.01 through 7.08.

All vehicles shall be safe and dependable and no vehicle shall be in need of body, mechanical or safety repairs.

The City reserves the right to make unannounced inspections of all vehicles and if deemed unsafe by school safety officer vehicle will be removed from fleet.

#### **I. DESIGNATION OF DRIVERS/MONITORS, VEHICLES, ROUTES**

On or before one week prior to the commencement of contract operations and/or each subsequent school year, the Contractor shall submit in writing to the Superintendent, a list designating the assignment of drivers / monitors and vehicles to each route (notably, all must

satisfy the requirements of Article VII, including but not limited to, criminal background checks, physical examinations, and drug testing).

#### **J. SUBSTITUTION OF DRIVERS / MONITORS**

The Contractor shall make no substitutions, except in emergency, and then only with the permission of the Superintendent and then only for a period not to exceed one (1) week. In each instance of substitution, the substitute shall be a previously designated substitute driver or monitor (notably satisfying all background checks), assigned to the route in question.

#### **K. SUBSTITUTION OF VEHICLES**

The Contractor shall make no substitutions of vehicles without permission of the Superintendent for the duration of the contract period, except in case of emergency and breakdown, and then only for a period not to exceed one (1) week. All substitute vehicles shall be subject to all contract requirements.

**L. BACK-UP VEHICLES**

The Contractor shall have sufficient back-up vehicles available with spare drivers at all times of scheduled operation. In the event that service is interrupted on any route due to a bus being out of service, the Contractor must provide a substitute vehicle of comparable capacity. The use of substitute vehicles must be provided at no additional charge. A back-up vehicle is the replace that which is out of service for maintenance, repair or inspection only. Any vehicle used to replace a vehicle that is broken down must be able to reach the point of the breakdown within 15 minutes of notification by the driver. Mechanical failure shall not be considered as sufficient reason for the contractor to fail to provide transportation services pursuant to the contract

**M. TELEPHONE COMMUNICATION**

The Contractor shall maintain a telephone connection through which the School Department may make quick contact with the owner or his agent and he shall appear for conferences with the Superintendent of Schools when requested. The Contractor shall also supply a twenty-four (24) hour "hot line" to address any special or emergency issues or problems that arise. Between the hours of 6:30 A.M. and 6:00 P.M. the Contractor shall have its phones staffed such that one of its supervisors with authority to make decisions/changes/adjustments and to implement them immediately shall be available to confer with the School Department. If the Contractor employs an answering/message service for its incoming calls between 6:00 P.M. and 6:30 A.M. it shall arrange to have one of its supervisors with decision making authority respond within three (3) hours to telephone calls from the School Department during those hours.

**N. SUPERVISOR**

The Contractor shall provide a full-time Supervisor, who will assume control of the vehicles and drivers. The supervisor should be immediately available by telephone or cell phone from 5:00 a.m. to 6:00 p.m. on school days and within 3 hours (as indicated above) at all other times.

**O. DISPATCHER**

The Contractor shall employ a Bus Dispatcher to work at the bus office during all hours of operation on school days, and additional days as needed to comply with the specifications of this contract. The dispatcher will not be used as a spare driver at any time and must be present to answer phone calls and for radio communication

**P. ACCIDENTS**

The Contractor must follow the Waltham Public Schools Bus Accident Standard Operating Guidelines. See Appendix B.

**Q. ASSIGNMENT**

The Contractor shall not assign or sublet the contract, or work, or any part thereof nor assign money due or to become due without written consent of the City of Waltham.

**R. PASSENGER COUNTS**

The Contractor shall provide written reports of passenger counts showing the number of riders on each vehicle and each trip and these are to be made on five consecutive days of each month, or as required by the Superintendent. These reports are to be compiled by the Contractor and turned into the Superintendent’s Office within three days.

**S. COMPLIANCE WITH LAWS AND REGULATIONS**

In carrying out the terms of this contract, the Contractor shall conform and comply with all current and future applicable laws, rules and regulations of the provisions of Massachusetts General Laws, including but not limited to Chapter 90 and with all rules and regulations as may be established by the Federal Government, Interstate Commerce Commission, the Department of Labor, the Massachusetts Registry of Motor Vehicles, the City of Waltham, and the School Committee of the City of Waltham.

The Bid/Contract shall be governed, construed and enforceable in accordance with the laws of the Commonwealth of Massachusetts.

**ARTICLE V - THE CITY**

**A. PAYMENTS**

The City shall make payments to the Contractor in strict adherence to the provisions of Article VIII, as hereinafter set forth, however, please note that the City of Waltham shall not enter into the contract for transportation services described herein unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend on the availability and appropriation of funds. Please note that the City of Waltham’s Chief Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

**B. CHANGE IN ROUTES**

The City, through the School Department, may add, rearrange, reassign, adjust or delete routes and schedules when it is in the interest of the City of Waltham to do so. All changes in routes are to be approved by the Superintendent. Unauthorized stops are prohibited. Drivers allowing unauthorized stops will be dealt with in a progressive disciplinary manner.

**C. REJECTION OF EMPLOYEES**

The City, through the Committee may accept or reject any or all employees at any time within the contract period, if it is deemed by the City to be in the best interest of the City of Waltham to do so. Further, the Committee reserves the right to require any operator to be physically and/or psychologically/psychiatrically examined at any time, at the sole cost of the Contractor, by a doctor of medicine and/or psychiatry/psychology selected by the Committee.

In addition, every employee or agent of the Contractor shall provide releases/authorizations to the Contractor and School Department allowing the access to and release of medical, psychiatric or counseling records, data and information including, but not limited to that of substance abuse.

The City will conduct annual CORI inquiry/checks on all Contractor employees who will/may have contact with Students.

#### **D. DISCONTINUANCE OF VEHICLES**

The City, through its Superintendent, reserves the right to discontinue the use of any vehicle which is considered, in his sole discretion, to be unsafe, or in poor or unsatisfactory condition for the purposes of this contract.

#### **E. BREACH OF CONTRACT**

- 1.** The Office of the Superintendent will keep a daily record of any failures of the Contractor to meet the specifications of the Contract. A copy of the daily record will be made available to the Contractor.
- 2.** The sum total of all liquidated damages incurred will be deducted on a monthly basis from the monthly payment. Said monthly payment is provided for in Article VIII, Section A.
  - 2.1** Each instance of a late pick up and/or delivery ("late" is defined as more than 10 minutes but less than 45 minutes after a scheduled pick up and/or delivery of a student(s)) at a designated location shall be considered one "late violation". For each late violation the Contractor will be assessed liquidation damages in the amount of \$400.00
  - 2.2** Each instance of an early pickup and/or delivery ("early" is defined as more than 10 minutes but less than 45 minutes before a scheduled pick up and/or delivery) of a student(s) at a designated location shall be considered an "early violation". For each early violation the Contractor will be assessed liquidation damages in the amount of \$400.00
  - 2.3** Any other failure to comply with the requirements of these specifications, including but not limited to pickups and/or deliveries 45 minutes or more early or late, shall be "additional cause" for assessment of liquidated damages. Liquidated damages for "additional causes" will be assessed if the Contractor fails to remedy or correct any failure to comply with said specifications immediately after telephone notification from the office of the Superintendent. Written notification will follow. If the Contractor does not correct or remedy the deficiency to the satisfaction of the Superintendent, liquidated damages will be assessed at the discretion of the Superintendent in the amount of \$500.00 per day for each school day after telephone notification.

3. In the case of failure on the part of the Contractor to execute the work as per agreement, the City reserves the right to terminate the contract through its Chief Procurement Officer, satisfying its wants through a substitute contractor, and the City shall collect from the Contractor any difference between the cost of performance of the substitute and the Contractor as a result of such failure.
4. Exercise of the rights herein specified shall not impair or affect the City's right to recover damages for breach of contract, either by suit on the contract or on the bond securing it.

**ARTICLE VI - VEHICLES**

**A. AGE OF VEHICLE**

No vehicle shall be used in the execution of this contract which is more than 60 months old at any time during the duration of the contract.

**B. SEATING CAPACITY**

The vehicles used in the execution of this contract shall comply with the per vehicle seating capacity, as indicated in the chart below.

Bus Size	Seating Capacity *
<b>Large</b>	77 or greater
<b>Small</b>	28 or greater

\* Seating capacity of the school bus: based on the number of persons that can safely fit into a school bus seat (generally elementary school students).

**C. CONSTRUCTION AND MAINTENANCE**

All vehicles shall be constructed and maintained in accordance with the provisions of Massachusetts General Laws, Chapter 90 and with all rules and regulations as promulgated by the Registry of Motor Vehicles.

**D. VEHICLE SAFETY EQUIPMENT**

1. Each vehicle shall have a sign bearing the words "School Bus" attached to the front and rear of said vehicle, and be equipped with signal lamps and stop arms as required by Massachusetts General Laws Chapter 90, Section 7B.
2. All vehicles must have "No Child on Board" signs available to be posted at the rear of the bus, which must be visible from the outside of said vehicle. It is the responsibility of the bus driver to post sign once it has been verified that all students have exited the bus after their final run. It is the responsibility of the bus driver to verify, and communicate to dispatch, that all students have exited their bus and that their final run for the day is complete.



3. Each vehicle shall be equipped with crossing gates.
4. Buses are to be equipped FROM THE FACTORY with three (3) seat belts per seat. Specifications of the anchorage and belts should be those approved by the Commonwealth of Massachusetts for use on school buses. The passenger restraint systems shall meet the requirement of one passenger restraint system per seated passenger; and the minimum requirements of Federal Motor Vehicle Safety Standards for buckles, belts, and seats. In addition, buses shall have sets of belts at each seat which are distinctly primary color coded and each belt shall consist of one 12-inch-long, non-adjustable buckle end and one 29-inch-long adjustable end; and each seating position adjacent to an aisle shall have the non-adjustable buckle end mounted on the aisle side; and each passenger restraint system shall comply with the minimum requirements of Federal Motor Vehicle Safety Standards for anchorage. SEAT BELTS ARE TO BE MAINTAINED IN PROPER WORKING ORDER BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT.

**E. REPORTS OF CONDITION**

Buses are to be inspected by the Registry of Motor Vehicles three times per year on the Registry's schedule. Reports of these inspections shall be submitted to the Office of the Superintendent within fourteen (14) days of the date of the inspection.

**F. COMMUNICATION AND OTHER EQUIPMENT**

1. All vehicles shall be equipped with a working two-way radio licensed by the Federal Communication Commission (FCC) to enable the driver to communicate with the Contractor's dispatch and supervisor from all areas served, without interference, at any time students are being transported. Each driver must be trained in its use. The Contractor must supply the Waltham School Department with one (1) two-way radio, to be pre-programmed with all frequencies used in connection with the operation of this contract. Such radio shall be portable, hand-held, with a charger and one (1) extra battery. Contractor will be responsible for all FCC licensing and the appropriate operations of the FCC-licensed two-way radio system. Cellular telephones and direct connect cellular telephones are not an acceptable alternative to two-way radios. An additional two-way radio must be provided to the School Department.
2. All vehicles used in connection with this contract must be equipped with a real time global positioning system (GPS). The real time GPS system shall be supplied and installed by the Contractor, and be fully operable for the life of this contract. The Contractor shall provide access to, and make available, all data regarding the operation of vehicles transporting students under this contract.

**G. IDENTIFICATION OF VEHICLES**

Reference is made to Article IV, Section H.

**H. SUBSTITUTION OF VEHICLES**

Reference is made to Article IV, Section K.

**I. TEMPERATURE**

The temperature of the interior of the vehicle shall be maintained at minimum average temperature of not less than fifty-five (55) degrees when occupied. Windows that are to be used for ventilation must be in working order.

**J. CLEANLINESS**

1. All vehicles shall be cleaned by sweeping or vacuuming daily, and shall be maintained free of noxious odors and poisonous gases at all times.
2. All vehicles shall be thoroughly cleaned by sweeping and vacuuming, and interior washed with water mixture of detergent and disinfectant during each school vacation period. The interior and exterior surfaces of all windows shall be maintained in a clean and safe condition, weather conditions permitting. Under no conditions shall vehicles be operated when the operator's vision is impaired by conditions of the glass surface.

**K. PARKING OF BUSES**

All vehicles used in the execution of this contract shall be "garaged" no farther than one mile of City Limits. The City has no provisions for providing parking. Parking is the responsibility of the Contractor. A penalty of \$500.00 per calendar day will be assessed for non-compliance with this clause.

**L. SMOKING, ETC.**

Smoking, expectorating or the chewing of tobacco shall not be permitted on vehicles. The use of profane or immoral words or language shall not be permitted. Vehicle radios shall not be played outside of school buildings. Drivers shall enforce such rules.

**M. UNAUTHORIZED PASSENGERS**

No passengers are to be permitted on any vehicle while in use excepting school students or authorized personnel of the School Department or the Contractor. Exceptions thereto may be allowed, but only upon specific authorization of the contractor's supervisor and the School Department.

**N. EXHAUST EMISSIONS**

1. Contractor will minimize idling outside of school buildings. Contractor will fully comply with the School Bus Idling Law, Massachusetts General Laws Chapter 90, Section 16A and DEP regulation 310 CMR 7.11 (1)(b).
2. All vehicles will meet minimum diesel emissions standards for their model year.

**O. VIDEO CAMERAS**

The Contractor will be responsible for installing, operating, and maintaining one digital video recorder for each bus. The contractor must also have one (1) additional digital video recorder readily available in the Contractors office for reviewing videos and a minimum of three (3) spare digital video recorders to ensure all vehicles are equipped with a working recorder at all times. The School Department may request copies of recorded media at any time. Recorded media retention period shall be set at 30 school days. Videos must be made available for viewing by the School Department by the end of the following business day.

**P. TIRES**

All vehicles shall be equipt with snow tiresand/or chains when snow or other weather conditions so require

**ARTICLE VII- DRIVERS**

**A. AGE**

All Drivers shall be at least twenty-one (21) years of age, shall be of high moral character, shall be experienced and safe drivers, and shall be free of criminal record. The School Department reserves the right to certify the employment of all Drivers who will be used in the transportation of Waltham students in compliance with Massachusetts General Laws, Chapter 6, Section 172.

**B. PHYSICAL EXAMINATION**

Each Driver shall be physically examined once a year by a Massachusetts licensed physician. A certified report of the examination, containing information relative to vision, hearing ability, reflexes, condition of heart and respiratory system, shall be on file at the Contractor's office and shall be presented to the Superintendent on request. The cost of the physical examination is to be borne by the Contractor.

**C. DRUG TESTING**

Each driver must be drug tested in compliance with U.S. Department of Transportation, Federal Highway Administration, Motor Carrier Safety Regulations, 49 CFR 391.81 et seg. N.B. Subpart H "Controlled Substance Testing". For the purposes of this contract, no driver is exempt from the testing.

**D. SAFETY OF SCHOOL CHILDREN**

Each driver shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the vehicle unattended at any time while it is occupied.

It shall be the responsibility of each driver to assure that the safety of a student is not jeopardized during boarding and disembarking. The vehicle shall remain stationary with flashing lights in operation until the students have boarded and are seated or crossed the street in the direction of their homes.

**E. CONFIDENTIALITY**

The Contractor is to understand that the confidentiality of student name and other information is required by law and that the Contractor is responsible for any breach of this confidentiality by drivers or others in their employ.

**F. ORDER AND CONDUCT**

Each driver shall maintain order among students within the vehicle. Students disobeying instruction of the Driver shall be reported to the Superintendent for disciplinary action according to the policies of the School Committee.

**G. COMPLAINTS**

Drivers shall report complaints by students or parents of students to the Superintendent promptly.

**H. IDENTITY**

Reference is made to Article IV, Section G.

**I. SUBSTITUTION**

Reference is made to Article IV, Section J.

**J. REJECTION OF EMPLOYEES**

Reference is made to Article V, Section C.

**K. ACCIDENTS**

Each driver must have a copy of, and follow, Waltham Public Schools Bus Accident Standard Operating Guidelines. See Appendix B.

**L. FIRST AID TRAINING**

1. Employees shall complete First Aid training, such as Red Cross First Aid
2. Employees shall complete CPR training
3. Employees shall complete EpiPen training\*
4. Employees shall complete Anti-bullying training\*\*

All such training must be completed prior to the start of each school year.

\* Notably, the Waltham School Health Services Department is willing to provide EpiPen training.

\*\* Notably, the Waltham School Safety Officer is willing to provide Anti-bullying training.

**ARTICLE VIII - PAYMENT**

**A. MONTHLY INCREMENTS**

Payment shall be made in ten (10) monthly installments, in arrears, commencing in October, final payment to be made in July.

**B. WITHHOLDING OF PAYMENT**

Whenever failure to comply with the contract is in question, "liquidated damages" as defined in Article V, Section E.2., will be withheld until there is mutual agreement or other legal resolution on the failure to comply.

**C. SCHOOL CANCELLATIONS**

No payment shall be made for routes not operated during inclement weather, or for any other cause for which schools are closed by the decision of the Committee. If for any reason, any route fails to operate on scheduled days, no payment shall be made for that route.

**ARTICLE IX - GENERAL**

**A. CUSTODY OF STUDENTS**

The Contractor and Driver shall be deemed to have custody over students. The custodial responsibility for the physical safety of a student shall commence when the student boards the vehicle and shall end when the student has completely disembarked there from and, if applicable, has safely crossed the street.

**B. NO EXPRESS OR IMPLIED WARRANTIES BY THE CITY**

Notwithstanding anything to the contrary contained in these documents, it is understood and agreed by and between the Contractor and the City and the School Department that:

1. No information or data provided by the City herein or in relation to this Bid/Contract for transportation services shall be considered to be representative, warranted or guaranteed to be exact or accurate, including but not limited to mileage figures or number of student buses or drivers estimated to be applicable to the Contract (i.e. the School Department does not guarantee continuation of any or all routes or schedules, or that new students will not be added to the routes, schedules, etc.). The Contractor acknowledges that it is responsible for determining the accuracy of any estimate or information provided by the City in which it uses to formulate its bid and acknowledges that it has had the opportunity to investigate same. In fact, the Contractor agrees that it has not substantially relied on or assumed the accuracy thereof but has instead undertaken its own inquiry and/or investigation to consider, evaluate, and determine any and all facts or factors necessary or convenient for it to submit a valid and binding Bid/Contract for transportation services.
2. The Contractor warrants that it is experienced and knowledgeable in developing and preparing such a Bid/Contract and that it is experienced and knowledgeable and equipped to provide such transportation services.
3. The Contractor, understanding that any information and/or estimates provided by the City relating to this Bid/Contract for transportation services do not constitute a representation, guarantee or warranty of accuracy, agrees that failure to secure and investigate the accuracy of such estimates and information relied upon thereby in making its bid shall in no way relieve Contractor from any obligation in respect to its bid and, if awarded the Contract, Contractor agrees that it shall execute said Contract and be bound thereby. The Contractor agrees to and hereby releases the City of any and all claims, demands, suits, causes of action, arbitration or disputes whatsoever arising out of or relating to such estimates and/or information.

**C. FAILURE TO PERFORM**

If the Contractor is unable to furnish transportation for any given day, the Contractor shall reimburse the City for all actual costs required for furnishing alternative transportation as billed to or paid for by the City. In the event the City exercises its right to make other transportation arrangements, and someone suffers personal injury or property damage as a result in any way arising from such alternate arrangements, the Contractor agrees to indemnify hold harmless and defend the City, its officers, boards, committees and employees from any and all loss, damage cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission, or default on the part of the person and/or entity providing said alternate transportation or on the part of the City in making said alternate arrangements, the Contractor will pay promptly all costs and expenses of the investigation and defense thereof, including without limitation attorney's fees and expense.

**D. TERMINATION BY CITY**

In case of failure on the part of the Contractor to execute the work as per agreement, as determined in the sole and absolute discretion of the City through its Chief Procurement Officer, the City reserves the right in its sole discretion to terminate the contract, satisfying its wants through another Contractor. The City shall thereupon collect from the Contractor any difference in price as a result of such failure on the part of the Contractor.

Termination for Convenience by The City of Waltham may terminate this Agreement, the Services performed for convenience by giving at least sixty (60) days prior written notice to the Provider.

The City of Waltham shall not enter into the contract for transportation services described herein unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend on the availability and appropriation of funds. Please note that the City of Waltham's Chief Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

**E. WHERE A CONFLICT OR AMBIGUITY EXISTS, CONTRACTOR HAS BURDEN TO PERFORM PURSUANT TO CITY'S OPTION**

Notwithstanding anything to the contrary contained in these specifications, Contract or related materials it is understood and agreed by the Contractor that if there is any conflict between or ambiguity created among the terms of the Contract, any provisions of State law or regulation promulgated there under, or any regulation interpretation or option selected or discretion implemented by the School Department then unless preemption under State law applies, the School Department will have the right and option to select the option/alternative which is the more onerous and imposes more obligation/responsibility on the Contractor without any increase in Contract price or right to claim adjustments by the Contractor.

**F. CONTRACTOR'S EXPRESS WARRANTIES REGARDING PERSONNEL**

As a specific condition and requirement of the prospective Contractor to bid for and be qualified to be awarded the Contract, the Contractor agrees to provide, warrant and represent that, before the date of provision of transportation services that for all of its employees, agents, servants or personnel, hereinafter "Personnel", having any actual or potential contact or involvement with the Students:

1. It has no Personnel who have been convicted of any offense involving violence or assault on any person, (including but not limited to any assault battery, abuse, sexual misuse or abuse, lewd and lascivious conduct, indecent acts, assault battery or similar offense, domestic abuse or violence), or controlled substance or drug abuse related offense. The above described as used, herein, shall not be limited to actual conviction but shall also mean and include probation, plea bargain, alternative sentence or plea, or non-criminal disposition which arose from or out of a charge or

complaint of any of the above or similar offenses. All said personnel of the Contractor shall sign releases and authorizations for the Contractor and School Department to seek and obtain any information related to and involving the above.

2. It will coordinate and conduct a drug testing program as described in Article VII, Section C. The School Department will have access to and be involved with such test data and shall be involved in the planning, coordination, selection and oversight of the testing entity(ies) and times.
3. It will obtain releases and authorizations for all said Personnel extending both to the Contractor and the School Department which shall allow inquiry into and release of the records and information for:
  - a) Federal Probation and Criminal Offender Record Check.
  - b) Federal Bureau of Investigation inter-state and inter-jurisdictional probation and criminal offender records.
  - c) Massachusetts Board of Probation and C.O.R.I. inquiry/check.
  - d) Medical, psychiatric, psychological and counseling related data and records.
  - e) Drug testing results

**G. REQUIRED EXPERIENCE**

The Contractor shall demonstrate that it has successfully provided school bus transportation over three (3) of the last five (5) years for municipalities or other educational institutions. Experience may include prior experience as an owner or principal operator of a company other than the bidder.

**H. CONTRACTOR'S REFERENCES SHALL BE PROVIDED**

The Contractor shall provide the School Department with the name, address, telephone number and responsible agent of all municipalities/ institutions for which the Contractor has provided school bus transportation services, within the last five (5) years, so that the City may obtain and review all relevant reference data in its decision making process towards the awarding of the Contract. By providing a bid and list of references, the Bidder/Contractor warrants that the list is complete and by tendering its bid and providing the above list of references, the Bidder/Contractor thereby authorizes and releases both the City of Waltham and the above previously serviced municipality/institution to openly and fully discuss the municipality's/institution's evaluations, opinions or perceptions of Bidders'/Contractors' prior performance and reputation, and by said bid tender and list of municipalities/institutions said Bidder/Contractor does thereby agree to release indemnify and hold harmless both the City and the said municipalities/institutions and their agents of and from any and all liability, both at law and in equity, which might arise or be claimed to arise from the providing of information, data, evaluations or opinions relating to the said Bidder/Contractor or its agents, officers or employees. In the context of this bid the term Bidder and/or Contractor shall mean and include any and all other corporations or entities in which any of the Bidders'/Contractors' Corporate Officers, Directors, Share Holders, Principal Administrative or Operating Personnel or owners were previously involved or associated with.



**I. SUBSTITUTE / ADDITIONAL TRANSPORTATION**

Nothing in this contract will preclude the City of Waltham from using other vehicles for transportation purposes when deemed to be in the best interest of the School Department.

**BID FORM FOR STUDENT TRANSPORTATION SERVICES**

**TO: Joseph Pedulla, Chief Procurement Officer City of Waltham**

A bid, based upon terms set forth within the document is hereby submitted.

**1. BASIC CONTRACT**

The basic contract calls for the Contractor to provide school bus services for the transportation of students for the Waltham Public Schools for the 2020-2021 school year through the 2022-2023 school year, using thirty (30) school vehicles per day for 180 school days, as specified in pages 2 and 3.

Each vehicle will be scheduled to run three (3) routes morning and afternoon according to the time slots indicated in Article III, Section A of the Specifications. The Contractor may also be required to operate a fourth (4th) route within the allotted time period upon designation by the School Department. The bid should be based on twenty-five (25) 77-or greater passenger buses and five (5) 28-or greater passenger school buses.

No vehicle shall be used in the execution of the contract which is more than 60 months old at any time during the contract.

**Base Price: \$\_\_\_\_\_per year**

**2. ALTERNATES**

**1. ALTERNATE A - Vehicles**

For additions or deductions from the Basic Contract which may be implemented at the request of and discretion of the School Department.

Cost per vehicle per day for the substitution of **one** 77-or greater passenger (Large) vehicle to a 34-or greater passenger (Small) vehicle.

**Cost \$\_\_\_\_\_ per hour**

**2. ALTERNATE B – Bus Monitors**

Certain routes may require the use of a monitor. The cost of a monitor will be calculated on an hourly rate.

**Rate \$\_\_\_\_\_ per hour**

**NOTE** All invoices must include hours worked, number of days, and hourly rate for each monitor.

**3. ALTERNATE C - Summer Program Transportation**

The School Department may require transportation services for its Summer Program for approximately 20 days during the period of June 15 to August 14. The exact schedule, routes and number of vehicles are determined annually.

**Rate \$\_\_\_\_\_ per hour**

**OTHER REQUIRED INFORMATION**

The bidder shall provide the School Department with the name, address, telephone number and responsible agent of all municipalities/institutions for which the Contractor has provided school bus transportation services, within the last five (5) years, so that the City may obtain and review all relevant reference data in its decision making process towards the awarding of the Contract. By providing a bid and list of references, the bidder warrants that the list is complete and by tendering its bid and providing the above list of references, the Bidder hereby authorizes and releases both the City of Waltham and the above previously serviced municipality/institution to openly and fully discuss the municipality's/institution's evaluations, opinions or perceptions of Bidders prior performance and reputation, and by said bid tender and list of municipalities/institutions said Bidder does thereby agree to release indemnify and hold harmless both the City and the said municipalities/institutions and their agents of and from any and all liability, both at law and in equity, which might arise or be claimed to arise from the providing of information, data, evaluations or opinions relating to the said Bidder or its agents, officers or employees. In the context of this bid the term Bidder shall mean and include any and all other corporations or entities in which any of the Bidders Corporate Officers, Directors, Share Holders, Principal Administrative or Operating Personnel or owners were previously involved or associated with.

The undersigned certifies under penalties of perjury that this bid is made and submitted in good faith without fraud or collusion with any other person (note: the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals); that he/it has informed himself/itself fully in regard to the Transportation Contract Specifications and has made his/its own examination and estimates from same in making this bid.

The undersigned understands that the City of Waltham reserves the right to reject any and all bids as may be determined to be in the best interest of the City. The City also reserves the right to reject any and all unbalanced unit priced bids.

The undersigned further offers the following information as evidence of his qualifications to perform the work as bid upon according to the requirements as set forth in the Transportation Contract Specifications.

**(PLEASE ANSWER ALL QUESTIONS)**

- 1. Number of years in business as student transportation services contractor: \_\_\_\_\_
- 2. List present and past contracts for student transportation services: \_\_\_\_\_

Municipality or School	Years	Amount of contract

**3.** Please describe the manner in which you intend to provide vehicles including, but not limited to answering the following questions: (attach additional sheet if necessary)

**a.** Will you own or lease your vehicles? \_\_\_\_\_

**b.** Do you currently have the vehicles available? \_\_\_\_\_

**c.** How many vehicles do you currently own/lease?: \_\_\_\_\_

**d.** How many vehicles do you expect to have in operation for this contract? \_\_\_\_\_

Note: All vehicles must be in compliance with Article VI of the Specifications.

**4.** Proof of garaging / parking of all school buses being used to perform this contract must be submitted by May 1<sup>st</sup> 2020 to the office of the Chief Procurement Officer. All vehicles used in the execution of this contract shall be "garaged" within one miles' driving distance from the City limits. A penalty of \$200 per calendar day will be assessed for non-compliance beyond May 1<sup>st</sup>, 2020.

**5.** Attach a list demonstrating previous experience as described in Article IX, Section G of the Specifications.

**6.** Attach a list of references as described in Article IX, Section H of the Specifications.

**7.** Attach a copy of your latest audited Financial Statements.

Audited financial statements from private entities may be submitted in sealed envelopes marked confidential and will only be reviewed if needed to award the bid. The private entity should be aware that said submission may constitute making these records public under the Massachusetts Freedom of Information Laws.

**8.** Attach a copy of your drug testing policies/procedures.

**9.** Attach a copy of your safety/training program.

The undersigned bids to furnish Student Transportation Services to the City of Waltham, in accordance with the terms, conditions and specifications contained in the Invitation For Bids and the Specifications for Student Transportation Services.

In accordance with M.G.L. Ch. 62C, Sec. 49A, the undersigned certifies that the bidder has filed all tax returns and paid all state taxes required under law.

In accordance with M.G.L. Ch. 30b, Section 10 the undersigned certifies that this bid is in all respects bona fide, 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.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Signature of Authorized Company Officer: \_\_\_\_\_

Print Name and Title of Signatory: \_\_\_\_\_

Company Federal ID Number: \_\_\_\_\_

Our certified, treasurer's, or cashier's check drawn on a responsible bank, or bid bond from a Surety Company licensed by the Commonwealth of Massachusetts payable to the CITY OF WALTHAM in the amount of \$20,000 is attached thereto.

**BID SUBMITTAL FORM CHECK LIST**

These forms must be completed and submitted with your response:

- \_\_\_\_\_ Bid Price Form
- \_\_\_\_\_ Demonstrated Previous Experience
- \_\_\_\_\_ Reference List
- \_\_\_\_\_ Audited Financial Statements
- \_\_\_\_\_ Drug Testing, Policies and Procedures
- \_\_\_\_\_ Safety and/or Training Program
- \_\_\_\_\_ Bid Bond
- \_\_\_\_\_ Certificate of Non-Collusion
- \_\_\_\_\_ Tax Compliance Certification
- \_\_\_\_\_ Certificate of Vote of Authorization
- \_\_\_\_\_ Corporation identification

### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham were relied upon in the making of this bid.

\_\_\_\_\_  
(Signature of person signing bid or proposal)

\_\_\_\_\_  
(Name of business)

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### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of person submitting

\_\_\_\_\_  
Name of bid or proposal

\_\_\_\_\_  
Name of business

#### NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date: \_\_\_\_\_

I \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract or obligation by such Corporation be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ (title) of said corporation

SIGNED

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

Print Name: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX County

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me \_\_\_\_\_

Notary Public;

My Commission expires



**CORPORATION IDENTIFICATION**

The bidder for the information of the Awarding Authority furnishes the following information.

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_ (Required)

**If a foreign (out of State) Corporation** – Are you registered to do business in Massachusetts?

Yes \_\_\_\_\_, No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that the Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

**If a Partnership:** (Name all partners)

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual** doing business under a firm name:

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

**(All must complete the following section)**

Date \_\_\_\_\_

Company's Name \_\_\_\_\_ (Print)

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_

## APPENDICES

## APPENDIX A

### Prevailing Wage Schedule

The prevailing wage schedule follows.

For additional copies please visit [www.city.waltham.ma.us/open-bids](http://www.city.waltham.ma.us/open-bids)

## APPENDIX B

### Waltham Public Schools Bus Accident Standard Operating Guidelines

The Bus Driver will:

- Call 911.
- Notify the Dispatcher of the accident and the location.
- Stay at the scene of the accident, unless instructed move the bus by the police or fire.
- Verify students' names based on the bus route roster. (The bus driver does not have student addresses)
- Carry a copy of the WPS Bus Accident Guidelines in the bus for quick reference.
- Resume guardianship of the students following clearance by EMS by signing off the EMS's "Medical Refusal Form."
- Transport uninjured students home or to their destination after clearance from Medical Control and EMS.

The EMS (Police, Fire and ambulance) will:

- Refer to City of Waltham Emergency Response Guidelines for School Bus/Student Transportation Guidelines.
- The Police will notify the WPS Business Office.

The Superintendent will:

- Notify the Mayor and School Committee.
- Coordinate all communication with the media.
- Convene a building and/or system-wide Crisis Team if appropriate.

The Principal or designee will:

- Provide a current roster of students on the bus.
- Inform the Superintendent's office in a timely manner.
- Notify parents regarding the accident.
- Maintain an orderly dismissal of students who are returned to the school.
- Arrange office coverage at the school until it is determined that all children have been released to their parents/guardians.
- Assign a staff member to provide support if the student/students injured are transported to a hospital.
- Inform all transportation companies about these guidelines in advance of a field trip or athletic trip.

The School Nurse will:

- Consult with the Director of Nurses and request additional support.
- Assess all students and staff involved in the accident for possible injuries.
- Call the parents of any student who may have injuries, and refer to the appropriate provider.
- Refer staff members for further evaluation as needed.
- Act as a resource person for emergency personnel and hospital as needed.
- Assess the students and staff involved upon their return to school.

The School Adjustment Counselor will:

- Provide support for the students and staff involved in the accident.
- Provide the student with an opportunity to discuss the incident as a group, and individually.

Field Trip/Athletic Trip

The teacher/coach will:

- Make 3 copies of the accurate roster of students/staff/volunteers attending the trip; leave a copy with the school office/secretary and two copies to carry with them.
- Provide the school with a cell phone contact number
- Provide the driver with a roster.
- Provide the EMS with roster in the event of an accident
- Relinquish control of the scene to the Incident Commander, and follow their directions.
- Notify the Principal/Athletic Director immediately, and the Principal/AD will notify the Superintendent
- Notify parents of all students on the bus regarding the accident.
- Provide a roster of students on the bus to the Athletic Director, Superintendent, and the school nurse.

**COMPUTATION OF LOW BID**

The City will determine the low bid offer by adding the vendors' offers made on the Basic Contract plus the Estimated cost for Bus Monitors, as calculated below using the vendors' offer made on the ALTERNATE B-Bus Monitors, as reported in the BID FORM FOR STUDENT TRANSPORTATION SERVICES and reproduced in this page.

**1. BASIC CONTRACT**

The basic contract calls for the Contractor to provide school bus services for the transportation of students for the Waltham Public Schools for the 2020-2021 school year through the 2022-2023 school year. Contractor shall own and operate thirty (30) school vehicles per day for 180 school days, as specified in pages 2 and 3.

The following bid is based on twenty-five (25) 77-or greater passenger school buses and five (5) 28-or greater passenger school buses. No vehicle shall be used in the execution of the contract which is more than 60 months old at any time during the contract.

\$ \_\_\_\_\_ per year / (30) school buses = unit price of \$ \_\_\_\_\_ (per school bus)

**2. ALTERNATE B – Bus Monitors**

Certain routes may require the use of a monitor. The cost of a monitor will be calculated on an hourly rate.

Rate \$ \_\_\_\_\_ per hour

Estimated cost per year for Bus Monitors; required on five (5) Small buses to cover Tier 4 – Pre-k (Tuesday – Friday).

Number of Small buses	5
* estimated # of Pre-k school days	152
* Bus Monitor rate per hour	\$ _____ (from above)
<b>= Estimated cost for Bus Monitors</b>	<b>\$ _____ per year</b>

**LOW BID COMPUTATION** = 1. BASIC CONTRACT plus 2. ALTERNATE B – Bus Monitors

**Total \$ \_\_\_\_\_ per year**