### WRENTHAM PUBLIC SCHOOLS

#### WRENTHAM, MASSACHUSETTS

#### Proposal

The Wrentham School Committee is seeking bids for the Transportation of School Pupils; Town of Wrentham for the school years July 1, 2021 - June 30, 2024. Bids will be received by Allan Cameron, Superintendent, Wrentham Public Schools, 120 Taunton Street, Wrentham, Massachusetts until 9:59 a.m. on March 5, 2021 in the Superintendent's Office. A Public Bid Opening will be held at 10:00 a.m. on March 5, 2021 and bids will be publicly opened and read at that time.

All bidding procedures shall be in strict accordance with Chapter 30B of the Massachusetts General Laws.

Bidders may obtain one (1) set of specifications on or after February 5, 2021.

The awarding authority reserves the right to reject any or all bids and to waive any minor informalities in the bidding if it be in the public interest to do so, provided such rejection of waiver be in conformance with Chapter 30B of the Massachusetts General Laws as adopted.

#### Information to Bidders

- Specifications, information for bidders, and bid forms may be obtained at the Office of the Business Manager, Wrentham Public Schools, 120 Taunton Street, Wrentham, Massachusetts.
- 2. Specifications are available on or after February 5, 2021.
- 3. A mandatory pre-bid conference will be held on February 11, 2021 via virtual meeting meet.google.com/gau-tyce-cfa at 1:00 p.m.
- 4. Bids will be publicly opened and read at the office of the Business Manager of Wrentham Public Schools by virtual meeting (meet.google.com/ppm-bgcj-yqn) at 11:00 a.m. on Friday, March 5, 2021.
- 5. All bids received after this date and time or faxed will be rejected.
- 6. All proposals must be submitted in sealed envelopes, bearing on the outside the name of the bidder, his/her address, and the name of the proposal for which the bid is submitted.
- 7. All successful bidders of corporations which are located outside the confines of the Commonwealth of Massachusetts should be registered with the Commonwealth of Massachusetts as a Foreign Corporation prior to the awarding of the bid.

If not registered in Massachusetts, an affidavit of incorporation in another state and the date of incorporation MUST accompany the contract.

- 8. Double check all prices submitted. Awards that are based on unit prices that are submitted by a vendor in error will be considered as a firm bid by the School Department. "Adjustments" may not be made after the bid opening to correct such errors.
- 9. Unit prices shall prevail where applicable.
- 10. The contract, or any part of it, may not be transferred or assigned to another company or individual without the approved written consent of the School Committee or their designee.
  - a. These bids shall contain firm prices and shall not be withdrawn or modified for a period of forty-five days subsequent to the opening thereof, without the approved written consent of the School Committee.
  - b. No bids will be accepted unless properly made out on the enclosed bid forms and signed by the bidder. All bids must be legible either typewritten or in ink.
- 11. Action on the award of bids will be taken within approximately thirty (30) days after the opening of the bid.
- 12. The contract will be in force from July 1, 2021 to June 30, 2024.
- 13. The Wrentham School Committee may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the School Committee all such information and data for this purpose as the School Committee may request. The School Committee reserves the right to reject any bid if the evidence submitted by the bidder or investigation of such bidder fails to satisfy the School Committee that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein.
- 14. To be considered a **responsive bidder**, bidders must base their bids on all functions, standards, precision and quantity as specified, all minimum criteria must be met. The Wrentham School Committee reserves the right to reject any bid which contains an omission, deviation or substitution.
- 15. The ability of the bidder(s) to furnish services for TRANSPORTATION OF SCHOOL PUPILS: TOWN OF WRENTHAM promptly and professionally as required by the Wrentham School Committee shall be weighed heavily. Past record of failure to comply with the aspect of the business procedure will lead to rejection of the bidder as not responsible to the needs of the Town of Wrentham Wrentham Public Schools. A **responsible bidder** has the capability to perform the contract requirements and the integrity and reliability which assures good faith performance.
- 16. ALLOW ADEQUATE TIME FOR MAIL DELIVERY OF BIDS AND FOR DELIVERY BY OVERNIGHT EXPRESS SERVICES which insures their submittal meets the requirements of the date and time deadline.
- 17. The Wrentham School Committee reserves the absolute right to choose the 2021-2024 TRANSPORTATION OF SCHOOL PUPILS; TOWN OF WRENTHAM bid which best meets its needs based on the lowest responsive and responsible bid.
- 18. The Wrentham School Committee is an Affirmative Action/Equal Opportunity/ Title IX Employer.

- 19. The award of bids for July 1, 2021 June 30, 2024 TRANSPORTATION OF SCHOOL PUPILS; TOWN of ATTLEBORO is contingent upon the funding of the FY22 BUDGET OF THE WRENTHAM PUBLIC SCHOOLS BY THE TOWN OF WRENTHAM. Payment for any item in this bid will not be made until July 1, 2021. All invoices must be dated for July 1, 2021 or later. Each year of this contract is individually subject to the appropriation of funds. The contract will be canceled in total if no funds are appropriated. The School Committee retains the sole discretion to consider and determine whether or not adequate funds have been appropriated and made available to fund any of the services included in this Invitation for Bids and any resulting contract(s).
- 20. Each bidder must provide a certificate or signed statement from a surety agency licensed by the State Division of Insurance to post bonds in the Commonwealth of Massachusetts stating that it will award a performance bond in the full amount of the contract and the cost of such a bond. The Contractor must agree in writing and submit such written agreement with its bid that it will provide a performance bond in the amount of the award prior to execution of the contract.
- 21. The successful bidder shall provide a list of financial references as showing fiscal soundness and capability for a minimum of three (3) previous calendar years.

#### WRENTHAM PUBLIC SCHOOLS

#### WRENTHAM, MASSACHUSETTS

#### **Bus Transportation Check List**

This checklist is only a guideline to help prospective bidders organize their bid proposals. It still remains the bidder's responsibility to ensure all the requirements of the bid are met. The Bus Transportation Checklist is in no way a requirement of this bid and will not be recognized as a means of exemption if a required document is missing.

- 1. Proposals 1 & 2
- 2. Bid Security
- 3. Current Financial Statement
- 3. Certificate of Non-Collusion
- 4. References
- 5. Compliance with Tax Law Form
- 6. Delegation of Authority
- 7. Certificate of Insurance
- 8. Statement of Understanding
- 10. Agreement to Furnish School Bus Transportation
- 11. Add or Delete Bus
- 12. Fuel Adjustment Clause
- 13. Registration Form
- 14. Proof of Visitation

# WRENTHAM SCHOOL DEPARTMENT WRENTHAM, MASSACHUSETTS SCHOOL BUS TRANSPORTATION SPECIFICATIONS

#### I. GENERAL TERMS AND CONDITIONS

- 1.1 The specifications contained herein shall govern the providing of school bus transportation or other appropriate transportation for the following students during the three (3) school years beginning July 1, 2021, and ending June 30, 2024:
  - (1) Public and private students living within the Town of Wrentham; grades K-6;
  - (2) Special Education pupil/regular education.
  - (3) Title I Students, Specialized K Programs
  - (4) Local school activities of public school students.
  - (5) Out-of-City activities of public school students.
  - (6) Mid-day K transportation
- 1.2 The Contractor selected by the School Committee to provide such transportation shall enter into a written contract or contracts with the Wrentham Public Schools to provide the transportation for a period of three (3) school years beginning with the first day of the school year in July 2021 and ending on the last day of the school year in June 2024. No assignment of any contract in whole or in part shall be made by the Contractor without the express written approval of the School Committee.
- 1.3 The Contractor shall be required to carry students to and from whatever schools, public or private, the students are assigned and at the arrival and departure times designated in Appendix C, attached hereto and made a part hereof. It is understood that there may be changes in present routes due to the redistricting of students and for other reasons which are considered reasonable and necessary in the best interests of the Wrentham Public Schools. The Contractor shall conform to all transportation rules, regulations and policies now in existence and to any and all reasonable changes or amendments in such rules, regulations and policies which the Committee may enact in the best interest of the Wrentham Public Schools. The Contractor shall submit to the Superintendent of Schools, a list of drivers no later than the Friday of the first week of August.
- 1.4 The Contractor shall be required to conform to the rates of wages as determined by the Commissioner of Labor and Industries of the Commonwealth of Massachusetts in accordance with the provisions of Chapter 7I, Section 7A of the Massachusetts General

Laws. Copy of such wage rates is attached and shall be applicable during the term of the contract.

- 1.5 All aspects of the Highway Safety Program, Standard I7 of the Federal School Bus Safety Standards that are in effect in the Commonwealth of Massachusetts shall apply to all contracts entered into by the Contractor and the Wrentham Public Schools.
- 1.6 It is understood that in some schools there may be either double sessions or other unusual situations which result in differences in the scheduling of school times. It is recognized that such situations may result in changes in the agreed contractual costs of providing transportation to the schools involved. Such changes in costs shall be mutually negotiated. If an agreement cannot be reached, it is understood and agreed that the Contractor will relinquish all financial claims and other rights guaranteed to it with respect to the particular school or schools involved, and that the School Committee may seek new bids for the required transportation of pupils to the school or schools involved. The Contractor agrees to maintain services at the rate contained in its bid to this invitation for bids until such time that a new vendor has been retained to provide the services which are being disputed.
- 1.7 The Contractor shall be required to make provisions with the School Department to transport students on days designated as Early Release Days.
- 1.8 Each contract entered into shall be subject to a fuel adjustment clause. The Contractor shall complete the fuel adjustment clause set forth in Appendix A, attached hereto and made a part hereof. Please note that the School Department may require any and all reasonable documentation which is necessary to verify any fuel adjustment.
- In the event the Contractor, for any reason other than an act of God, fails to adhere, perform, or comply with any of the terms or conditions of its contract or contracts, the contract will be subject to cancellation forthwith upon written notice to the Contractor of such termination. Actual written notice delivered in hand to the Contractor or mailed to its business address shall be considered sufficient written notice hereunder. In the event of cancellation of the contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another transportation Contractor, the original Contractor will be responsible for indemnifying the Wrentham Public Schools/ The Town of Wrentham contract including service for the duration of the term of the original contract notwithstanding whether or not the School Committee should require a performance bond. The Contractor shall be liable to the School/Town of Wrentham for all damages and losses incurred by the School/Town by reason of the Contractor's failure to perform the contract including additional costs which may be charged by any successor Contractor.
- 1.10 The Contractor must meet the requirements of all State laws and regulations relating to transportation of school pupils, as well as the regulations and other requirements of the Department of Education, the Registry of Motor Vehicles, Massachusetts State Police, and the School Committee.
- 1.11 The Contractor must understand and agree that this Contract exists to serve the citizenry, especially the public school students, of the Town of Wrentham. Parents, students, and school department personnel must be treated courteously and with

respect. Vulgar and disrespectful behavior on the part of the Contractor or any of its employees will not be tolerated. Such behavior on a continuing basis will result in termination of the contract and forfeiture of the Contractor's performance bond. The School Committee or the Superintendent of Schools has the authority to terminate the contract as a result of such behavior.

- 1.12 The Contractor must carry out all reasonable requests of the School Committee or its authorized representatives.
- 1.13 The buses engaged in the performance of this contract are to be used for transporting students to and from Wrentham Public Schools on the days that the Wrentham Public Schools are in regular session. The Contractor acknowledges and agrees to ensure that its drivers understand that only Wrentham Public School students may be transported in these school buses unless prior permission has been obtained. When buses are used for field trips, they may transport teachers and chaperones assigned by the schools as well as students. Violation of this procedure is cause for immediate dismissal of the driver.
- 1.14 The Contractor is required to provide the district accurate routing information on a quarterly basis in order for the district to be able to assure that routes are optimized and are the best configuration for serving the district.
- 1.15 The Contractor shall not assign or sublet the contract in cases which are prohibited by law. In cases which may not be prohibited by law, the Contractor may assign or sublet the contract, only if approved in writing by the School Committee, and the action is in full compliance with all applicable directives and laws.
- 1.16 Nothing in this bid will preclude the school department from using its own vehicles for student transportation purposes at any time during the term of this contract. The Contractor recognizes and agrees that it shall have no right to compensation in such an eventuality.
- 1.17 In all cases, tolls, parking fees and bus expenses will be paid by the Contractor.
- 1.18 The Contractor agrees to maintain an accurate master clock in the base of operations and will insure that each driver has and uses a dependable timepiece that is to be verified at regular intervals.
- 1.19 If the School Committee deems it necessary, it may require the Contractor to prove sufficient financial strength to carry out such a contract before making an award of bid. The Contractor will be required to obtain a performance bond equal to the full amount of the annual contract to be furnished at the Contractor's expense. If after successful experience, the School Committee reserves the right to cancel such performance bond

if it is deemed in the best interest of the School District. Cost of the performance bond must appear on the cost to add or delete incremental sheet (Appendix C).

- 1.20 Development of routes is the responsibility of Wrentham Public Schools, however the Contractor will work with the Wrentham Public Schools to develop the most efficient routes possible. Opening and ending time schedules at each school is the guide for route computation. Any additional cost associated with extra time will be considered the responsibility of the Contractor once the bid has been accepted, unless otherwise agreed upon by both parties.
- 1.21 It is the responsibility of the Contractor to provide all necessary student safety training and evacuation drills required by law. The scheduling of such training will be coordinated by the contractor with School Principals and the Wrentham Police Department Safety Officer. Written confirmation of completion of the required drills will be provided to the District within 10 business days of the last drill completed.
- 1.22 The Contractor shall indemnify, defend and hold the Town of Wrentham and the Wrentham School Committee harmless for any and all claims, loss, cost, expense or damage of any kind resulting from or arising out of performance of the contract by the Contractor, its officers, agents or employees.
- 1.23 No bids shall be accepted, nor contract awarded, to any Contractor whose performance on any previous contract with this or any other School Department has been determined to be unsatisfactory. Because of the magnitude of this bid the bidder must provide proof that he/she has been in the student transportation business for at least 3 years. The School Committee reserves the right to be the sole judge in this decision.
- 1.24 In the event of a strike or any other reason causing the interruption of services or operations, the School Committee has the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. If other transportation is not secured, deduction will be made from the monthly payment to the Contractor for each day of service not rendered. These deductions will be based upon 180 operating days.
- 1.25 All bus stops used in the performance of this contract will be stops established to maximize the efficiency of the bus routes for Wrentham Public Schools. The School Committee and the Superintendent of Schools or their authorized representatives reserve the right to change, add or remove bus stops. The Contractor has two days from the time of written notification to comply with these changes.
- 1.26 The Contractor will be required to provide the Business Office of the Wrentham Public Schools information necessary to complete required reports for the State of Massachusetts Department of Elementary and Secondary Education End of Year Report.
- 1.27 There will be no scheduled double runs of the same bus at the same school. For example, a bus cannot make an elementary school run and then be scheduled to return to the same school for a second run. A double run may be authorized by the

Superintendent of Schools or his/her designee in the event of an emergency on an individual basis.

- 1.28 School Principals must be notified of changes in drivers, routes, bus stops, and any emergencies that arise which affect their schools. In addition, School Principals should be given notice in writing prior to changing routes or bus stops.
- 1.29 The Contractor will submit to the Superintendent of Schools not later the Friday of the first week of August of each school year a digital list containing the following information:
  - a. Driver information: name, address, telephone number, date of birth, type of driver's license, license number including date of issuance and date of expiration, accident record for past three years
  - b. Current CORI checks on each driver hired by the Contractor
  - c. Bus number and route number
  - d. Bus information: manufacturer, model, capacity, date of manufacture, chassis serial number, registration number.
  - e. This listing must be updated and resubmitted with any new driver hired or any new piece of equipment employed to serve this contract
- 1.30 The School Department specifically reserves the right, at any and all times, to reject the use of any bus driver(s) in support of this contract. Each year of this contract is individually subject to the appropriation of funds. The contract will be canceled in total if no funds are appropriated or otherwise made available. The contract may be modified in part consistent with the amount of funds appropriated. The School Department has the sole discretion to make any and all decisions concerning whether or not funds are available to support any resulting contracts.
- 1.31 It is the intention of the Wrentham School Committee that one contract will be awarded for proposals I-2. The award will be made to the lowest responsive and responsible bidder. Since only one contract will be awarded, all bidders must fully respond to each proposal (I-2) to be eligible for consideration. Any bid which does not fully respond will be deemed "non-responsive". No deviations of substance (rather than form) will be allowed.
- 1.32 Buses will be added or deleted to the contract at the price per day per vehicle as bid. Bidders must complete the incremental cost to add or delete sheet (Appendix B).

1.35 At no time will students be allowed to stand while the bus is moving.

#### II. EQUIPMENT

- 2.1 All buses shall be operated and equipped in accordance with the laws of the Commonwealth of Massachusetts, the regulations of the Massachusetts Department of Elementary and Secondary Education, the Registry of Motor Vehicles and the Massachusetts State Police. Amendments made thereto in effect at the time of the implementation of this contract and which shall be in effect during the term of this contract unless the vehicles are exempt under Chapter 90, Section 1. Buses shall be standard yellow, with standard 8-way blinking lights, stop arms, interior and exterior speakers and front bumper crossing bars.
- 2.2 The Contractor shall provide sufficient buses to comply with its respective proposals. It is estimated that 16 regular size passenger buses with a minimum seating capacity of 7l seats will be required to fulfill the contract obligation. Bidders will use these numbers for the purpose of bid proposals. Projected numbers of buses could be as few as 14 and as many as 18.
- 2.3 If for any reason the equipment described in Section 2.1 above cannot be operated on any school day, the Contractor shall provide suitable insured transportation in place thereof at no additional charge, and such equipment shall be acceptable to the Registry of Motor Vehicles and Massachusetts State Police and meet all State Inspection Requirements.
- 2.4 All buses shall be lettered **Wrentham Public Schools** on both sides and shall be clearly marked with bus numbers or route numbers as required by Massachusetts State Police or Registry of Motor Vehicles guidelines, laws or regulations. Lettering and numbering must be of sufficient size and clarity to clearly indicate applicable buses to both students and school personnel.
- 2.5 Each bus shall carry at all times the following equipment:
  - 1. One set of flares
  - 2. One first-aid kit to include latex gloves
  - 3. One set wheel chocks
  - 4. One fire extinguisher
  - Radio with fixed crystal frequency
  - 6. Any other equipment deemed necessary by the Commonwealth of Massachusetts.
- 2.6 The Contractor shall not use, at any time during the performance of this contract, a 71-passenger bus that manufacture's model year is not 2000 or newer at the start of the execution of this contract. All buses and vans shall be inspected by the Registry of Motor Vehicles, Massachusetts State Police, or a School Bus Inspection Station as outlined in accordance with Registry of Motor Vehicles regulations. The School Department may from time to time inspect all vehicles used in the transportation of school children and may reject any vehicle which does not meet such inspection, provided that no vehicle will be rejected if it has the approval of the Registry of Motor Vehicles and

Massachusetts State Police. The criteria for rejection shall be, but shall not be limited to, mechanical reliability.

- 2.7 All buses shall have No Smoking Signs posted conspicuously.
- 2.8 All exposed metal shall be covered with padding approved by the Registry of Motor Vehicles and Massachusetts State Police.
- 2.9 All buses must be maintained in proper condition including interior and exterior cleanliness, shall be comfortable, well ventilated and heated. Repairs are to be made in a professional manner by skilled mechanics.
- 2.10 All necessary equipment, gasoline, oil, and other lubricants, tires, accessories, maintenance and repairs, are to be supplied by the bidder and at his/her/its expense during the life of the agreement
- 2.11 All motor vehicles shall be owned and/or leased and operated by the Contractor. All vehicles used in the performance of this contract are to be garaged in the Town of Wrentham. The contractor may park buses at the Wrentham Department of Public Works on Taunton Street, but, in exercising such a choice, does so at its own risk. There is no garage space available. If the contractor does not store buses at the Wrentham Department of Public Works, the contractor shall provide storage space for the buses. The contractor agrees to defend and hold harmless the Wrentham Public Schools, the Town of Wrentham, and any officer, employee, agent, committee, commission, or board thereof from any and all liability incurred by any personal injury or property damage incurred by the contractor driving, placing, or otherwise storing his/her/its vehicles on property owned by the Wrentham Public Schools or the Town of Wrentham.
- 2.12 The School Committee, the Superintendent of Schools, and their designated representatives shall be granted proper access to garages and buses to ascertain compliance with applicable provisions of this contract.
- 2.13 All buses, including spares, must be equipped with fixed operable two-way radio capable of communicating from the farthest student pickup/drop off point to the main base station. This main base station will be staffed from 7:00 a.m. to 4 p.m. each day school is in session. Radio communications with a dedicated frequency unique to the transportation of students will be established and used. In addition, a radio communication station will be installed and maintained in the Office of the Wrentham Public Schools Bus Coordinator. All buses are required to leave the bus radio turned on at all times while transporting Wrentham Public School Students.
- 2.14 The Contractor will retain at least one (1) spare fully operational bus for every ten (10) required for regular service for the performance of the contract at no additional cost. In the event that service is interrupted on any route, for any reason, the Contractor must use a spare vehicle in order to service this contract. Such vehicle is to replace the bus that is out of service for maintenance, repair, or inspection only. Any school bus or van used to replace a breakdown must be able to reach the point of breakdown within 30 minutes of notification.

- 2.15 Buses which have been rejected by the School Committee or the Superintendent of Schools or his/her designee shall not be used to transport students. The Contractor shall promptly replace any bus so rejected and shall not be allowed extra time or compensation to complete work affected by such rejection.
- 2.16 Each bus shall carry a video or digital recording device. The procurement, handling, and cataloging of tapes or discs, as well as the maintenance of the cameras, will be the responsibility of the Contractor. The Contractor will furnish the recordings to the Superintendent of Schools within 24 hours of request. All video and data obtained in the mobile digital recording devices will become the sole property of the Wrentham Public Schools. Sufficient removable data storage media must be available to replace units that may be turned over to the Wrentham Public Schools. The original media will be returned to the contractor as soon as practicable. No video may be viewed prior to being turned over to a representative of the Wrentham Public Schools without prior authority from the Superintendent or his/her designee to preview it. The video system shall be supplied, installed and fully operable in 100% of the vehicles by the first day the vehicle is put into service in Wrentham. Each bus will have a posting of "Video Surveillance on This Bus" in plain sight for all riders to see.

#### III. INDEMNIFICATION AND INSURANCE

- 3.1 The Contractor shall hold harmless and indemnify the Town of Wrentham Wrentham Public Schools, its officers, employees and agents, from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, including the cost of defending any action, which arise out of or are connected with, or are claimed to arise out of or be connected with any of the transportation services provided to the town/schools under any said contract or contracts. The foregoing provision shall not be deemed to be released, waived or modified by reason of any insurance provided hereunder by the Contractor.
- 3.2 The Contractor shall carry a \$5,000,000 combined single limit bodily injury each occurrence and property damage policy of \$1,000,000 each occurrence which will specify that the Town of Wrentham and the Wrentham School Department be named as an additional insured. The Certificate(s) of Insurance will be delivered to the Superintendent of Schools not later than twenty-one (21) days after the award is made. The Certificate(s) shall contain language to the effect that any cancellation, change or revision made by the insurer or insured must be communicated to the Superintendent of Schools in writing, as evidenced by a return receipt, at least 45 days in advance of the intended date of cancellation, change or revision. The company issuing such insurance shall be authorized to issue motor vehicle liability policies in the Commonwealth of Massachusetts. Certificates evidencing such insurance shall be filed with the Registry of Motor Vehicles and with the City Clerk as required by Massachusetts General Laws, Chapter 40, Section 4.

3.3 Workmen's Compensation insurance shall be carried by the Contractor covering all its employees working under the provisions of any contract entered into hereunder between the City and the Contractor. Such insurance shall be issued by a company authorized to do business in the Commonwealth of Massachusetts.

#### IV. TIME SCHEDULE

- 4.1 All proposed routes, time schedules, and mileage must have the approval of the Superintendent of Schools or his/her designee.
- 4.2 After a route has been established, changes are subject to the approval of the Superintendent of Schools or his/her designee. The School Committee reserves the right to approve all stops and routes.
- 4.3 The schedule of school hours is listed in Appendix C as established by the School Committee. The Committee reserves the right to adjust such hours, without penalty, if it is in the best interest of the District.

#### V. DRIVERS AND OTHER CONTRACTOR PERSONNEL

- 5.1 The Contractor shall file a written statement with the Superintendent of Schools by September 1 of each of the contract years, indicating that each driver has been examined by a registered physician and found to be in sound physical condition, and capable of performing the duties of a bus driver. A similar statement will be filed for each new driver who is hired by the Contractor.
- 5.2 The successful bidder agrees to assign a person acceptable to the District to be at the school bus circle each day when school is in session, at least 20 minutes before the opening of school in the morning, at least 10 minutes after school has started, and also at least 15 minutes before the closing of school in the afternoon. This person is to be present during the above times for the purpose of helping load and unload buses; and for consultation with the administrative staff of the school about the bus routes, bus stops, pupil behavior, or field trips.
- 5.3 THERE WILL BE NO SMOKING BY DRIVERS, STUDENTS OR OTHER PASSENGERS ON THE SCHOOL BUS OR ON SCHOOL PROPERTY AT ANY TIME.
- Drivers will, at all times while in the presence of children, be courteous and exemplary in speech, actions and dress. No roughness, bad or vulgar language is to be tolerated by any party. The conduct of pupils on the buses shall conform to school regulations. Student behavior is expected to be consistent with student handbook.
- 5.5 DRIVERS WILL NOT LEAVE THE BUS UNATTENDED WHEN CHILDREN ARE IN THE BUS. In an emergency, the driver's first concern must be for the safety of the children.

- 5.6 Drivers will not take direct disciplinary action against any child. Cases that warrant such action shall be reported at once to the Principal of the school. Drivers will abide by whatever regulations the School Committee may issue from time to time concerning the conduct of drivers and pupils. Nothing herein shall prevent a driver from taking reasonable action (either through physical restraint or verbal warning) to deter or prevent a child from behavior that might cause harm to him/herself or <u>any</u> passenger on the bus.
- 5.7 The following MUST be adhered to at all times:
  - (a) All doors shall be kept closed while the bus is in motion.
  - (b) Each school bus shall be operated by a person twenty-one (2l) years of age or over who is properly licensed to drive a school bus.
  - (c) No fueling shall take place while any bus is occupied by passengers.
  - (d) No bus is to move while students are standing.
- 5.8 The speed and method of operation of school buses shall be such as to insure a high degree of safety for the students. The Contractor shall agree that all drivers will attend such conferences as requested by the School Committee and which are offered locally by the Department of Public Utilities or the Police Department with regard to school bus safety. All drivers shall complete all courses required by the Department of Public Utilities, and evidence of this shall be filed with the Superintendent of Schools. No person operating a school bus in any way shall run it at a rate of speed greater than is reasonable and proper, having regard to traffic and the use of the way and the safety of the public.
- 5.9 The Contractor agrees that only persons of good moral character, and are exemplary of the type of person who should work with children will be allowed to operate school buses. The Contractor shall furnish the School Committee with a list of names of the drivers of the school buses and their accident records for the last three (3) years. The School Committee reserves the right to disapprove any driver at any time for any reason.
- 5.10 The Wrentham School Department and the Contractor shall periodically review all bus operators assigned to this contract to determine whether or not such operators are meeting regulations concerning bus drivers as outlined in Section 5. (Drivers and Other Contractor Personnel).
- 5.11 The Superintendent of Schools or his/her designee shall have complete authority over the Contractor in matters pertaining to the school transportation contracts.
- 5.12 The School Committee may authorize the presence of bus monitors to assist, but be subordinate to the driver on any and all school buses.
- 5.13 School bus drivers must observe the Wrentham School Department policy on responsibilities of school bus drivers, students and parents.

- 5.14 The Contractor shall provide the School Committee with a complete list of all employees who will operate or assist in operation of any vehicle for the Wrentham School Department. The Contractor will also notify the School Department of any change in personnel assigned to this contract at least seven days prior to implementation of such a change. The Wrentham School Committee reserves the right to reject any person assigned to this contract based on Criminal Offender Record Information (CORI) data.
- 5.15 The Contractor shall provide professional drivers fully licensed and trained in accordance with the laws of the Commonwealth of Massachusetts, the regulations of the Department of Education and the regulations of the Registry of Motor Vehicles. The required training shall be conducted throughout the year rather than in one or two sessions held only at the beginning of the school year. The Contractor must provide evidence of compliance with the drug testing required by the Federal Highway Administration regulations regarding the Commercial Drivers License (CDL).
- 5.16 Drivers shall be directly responsible to the Principals of the school they service for the reasonable conduct of the pupils they transport. Drivers are responsible for maintaining good order and discipline on their buses in accordance with school department regulations. Instances of improper conduct will be reported to the School Principal or his/her designated representative as soon as possible using forms provided by the Wrentham Public Schools.
- 5.17 Drivers may not deny transportation to any student assigned to their buses for any reason unless specifically authorized to do so by the School Principal or designated representative. Students will not be put off the bus by any driver. Drivers will drop off students only at their bus stop unless authorized by the School Principal to do otherwise.
- 5.18 No drivers who in the opinion of the School Committee or the Superintendent of Schools are unsuitable for such duty shall be employed. The School Committee or the Superintendent of Schools reserves the right to require the dismissal of such drivers. The Contractor shall promptly replace any driver so rejected and shall not be allowed additional time or compensation for completion of work affected by such rejection.
- 5.19 Liability for the Contractor's personnel while in the performance of duty under this contract shall be the responsibility of the Contractor. The School Committee shall not be held liable for any personnel in the employ of the Contractor.
- 5.20 To the maximum extent possible, the same driver will be scheduled to drive both the morning and afternoon runs of a particular route.
- 5.21 The Contractor and its drivers will uniformly require children, when leaving the bus and crossing the road to the opposite side, to pass in front of the bus, taking due caution with the traffic; and the driver will keep the bus standing with the door open so that the flashing lights will continue to operate until the children have reached the other side of

the road safely. The driver shall caution and make children aware of any approaching traffic from either direction.

#### VI. NUMBER OF PUPILS

6.1 The estimated number of students to be transported in the 2021-2022 school year under Proposal #1, Daily Transportation of Public and Private School Students, Grades K-6 is as follows:

Total

#### **Public Schools**

Elementary (gr K-6)

944

- 6.2 It is understood and agreed that the estimated number of days and the estimated number of students to be transported under any of the proposals set forth in these specifications are only estimates and that the Contractor will be paid only for the actual number of days that transportation is provided and for the eligible number of students as determined by the School Committee, to be transported on said days or, as the case may be, for the number of buses used to transport said eligible students. The Committee shall advise the Contractor of the number of students who are eligible for bus transportation under each of said proposals and the Contractor will work directly with the School Department transportation office for student assignments.
- 6.3 The following is the grade structure currently in effect in the Wrentham Public Schools:

Pre-School:

Delaney Elementary

Grades K-3 Elementary School:

**Delaney Elementary** 

Grades 4-6 Elementary School:

Roderick Elementary

#### VII, VIII & IX OTHER REGULATIONS

- 7.1 The Contractor shall comply with the provisions of Chapter 40, Section 4 of the Massachusetts General Laws, as amended, and with any additional legislation which is enacted governing school buses and/or school bus transportation.
- 7.2 The Contractor shall follow time schedules established by the School Committee and shall adhere to loading and discharge stops established by the Committee.
- 7.3 The scheduling shall conform to the opening of schools so that students will arrive at their respective schools no later than five (5) minutes before or fifteen (15) minutes

- earlier than the scheduled opening of school. Buses will not discharge students more than fifteen (15) minutes prior to the opening of school, unless otherwise directed by school administration to do so.
- 7.4 At the close of the school day, buses shall be at the assigned school no earlier than five (5) minutes before the scheduled dismissal time and no later than ten (10) minutes after the dismissal time. Buses will not depart until directed to by the supervising staff member.
- 7.5 Bus runs will not exceed fifty-five (55) minutes.
- 7.6 A special education student whose Individualized Educational Plan ("IEP") provides for transportation on a vehicle other than a regular transportation vehicle or a bilingual student requiring transportation shall not be transferred from one vehicle to another while being transported to and from school. If in the event an emergency situation arises school personal will assist with the transfer of students to a different transportation method.
- 7.7 Kindergarten students may be integrated with other elementary students when being transported to and from their assigned school. The Contractor will be responsible for mid-day kindergarten transportation on a daily basis when Kindergarten is in session. Kindergarten students will be assigned to seats in the front of bus whenever possible.
- 8.1 Buses will be expected to stop at convenient consolidated points on their designated routes. They will not be expected to stop at any point that will either create a safety hazard or delays in resuming motion.
- 8.2 It is the intent of the School Committee to limit the number of bus stops and the streets on which buses will travel without compromising student safety. In planning routes for implementation, the School Department will take this into consideration with the advice of the contractor.
- 8.3 Drivers shall take on and discharge students only at the scheduled pick-up and drop-off points. Bus stops shall be consolidated within each neighborhood, when safe to do so. If conditions warrant adding, deleting or changing the location of one or more pick-up or drop-off points, the Contractor shall submit its recommendations for such changes to the School Department for its approval.
- A student, with the prior written approval of the Principal provided to the bus driver, may be picked up and dropped off at different designated bus stop <u>along their regular route</u>.
- 8.5 The School Committee may grant transportation privileges for reasons of infirmity, physical handicaps, or safety as determined by the Superintendent of Schools or his/her designee to students who are not entitled to transportation under the provisions of Section 7.2 above.
- 8.6 The Contractor and the School Department will devise a program for the issuance of school bus passes if deemed necessary by the School Committee to insure that only eligible riders receive transportation.

- 8.7 The Superintendent's Office and School Principal shall be notified immediately of any accidents or breakdowns. The Contractor shall agree to make a detailed written report to the Office of the Superintendent of Schools within seventy-two (72) hours of any accident involving a school bus while operating for the School Department.
- 8.8 The School Department will provide a "Bus Behavior Report" which will be submitted by the driver to the respective School Principal on the day following the incident with a student. The school is then obligated to return a copy of the report to the transportation provider to indicate how the incident was addressed.
- 9.0 Any and all complaints from parents or students made to a driver relative to school bus transportation and any controversies with parents over transportation problems shall be reported by the driver to the Bus Company Terminal Manager who shall report the same to the appropriate school authority for investigation and disposition.
- 9.1 Every driver shall make a practice run in a bus of his/her route, without additional cost to the Town of Wrentham, prior to the first day of actually transporting students.
- 9.2 The Contractor will conduct an in-service program with the drivers to acquaint them with the proper procedures to follow in case of (1) brake failure, (2) bus stalling, (3) how to react to skids, (4) an accident, (5) driver and students' rules and regulations, (6) first aid, and (7) any other topics mandated by law.
- 9.3 No driver shall push another bus or allow his/her bus to be pushed by another bus while students are on either bus.
- 9.4 All drivers will maintain on their bus a route listing of all bus stops, directions, and students for the runs they are responsible for. All buses will carry a map and street directory of the Town which will be furnished by the Contractor. A backup copy of each route will be maintained by the Terminal Manager in the event a substitute driver is filling in for a regular driver. All drivers will have route directions for the route they are going to work prior to leaving the bus yard.

#### X. PAYMENT AND PENALTIES

- 10.1 The Contractor will be paid by the School Committee only for the actual number of days for which services are rendered in accordance with Chapter 41, Section 56, MGL. In the event of school closure, in excess of ten days, due to unforeseen circumstances declared an emergency by the governor and with such authorization from the governor and/or legislative branches to pay for services not rendered the district shall compensate the contactor up to fifty-percent of the daily rate cost per day. If the contractor seeks, additional funds in excess of fifty-percent said contractor shall have to provide full financial costs that include but are not limited to driver salary, excise tax, insurance, and any other factors included in a run rate.
- 10.2 Bills shall be submitted by the Contractor at the end of every month, September through June, for services rendered on contract days which include regular day transportation,

Kindergarten mid-day, field trips, and other requested transportation from the district. Payments made for services rendered shall be paid within two (2) weeks.

10.3 The Contractor will be subject to a penalty for the following contract violations: (1) early and/or late morning arrival times; (2) early and/or late afternoon arrival times; and (3) failure to comply with the no standee rule. A penalty will be imposed for such violations only after the School Committee or its designee has given the Contractor two (2) written warnings of the violation or violations. After the issuing of the second written warning, the Contractor will have ten (10) school days to correct the violation.

A penalty of one hundred dollars (\$100.00) a day will be imposed for each day that any such violation continues in effect after the giving of said written warnings and the expiration of said ten (10) day period without correction of the violation.

Note: It is understood that there may be unforeseeable conditions that alter the arrival times of buses in both the morning and afternoon such as detours, road construction, inclement weather, bridge closings, delays in loading buses at previous school pickups, and other similar conditions, which do not apply to 10.3 above.

#### XI. MINIMUM EVALUATION CRITERIA

The minimum evaluation criteria are the standards that will be used to evaluate whether the bid is "responsive" and to identify "responsible" bidders. The minimum standards for this bid are:

- 11.1 **BID SECURITY**: The bid must be accompanied by a cashier's check, a certified check, or a bid bond for 20% of the bid price for the school year July 2021-June 2024 and submitted with a letter of intent to provide a performance bond. The certified or cashier's check must be payable to the Wrentham Public Schools. All checks, except those of the three (3) lowest bidders will be returned within two (2) weeks after the opening of bids. The checks for the two bidders not awarded the contract will be returned immediately following the bid award. The check for the successful bidder will be returned when a contract is duly signed.
- 11.2 Each bid shall include the most current financial statement and balance sheet. The financial balance sheet should be put under separate cover and labeled "Financial Balance Sheet" with the Company Name. Financial Balance sheets will be used by the School Department only for verification of financial stability.
- 11.3 The bid must be accompanied by a signed Certificate of Non-Collusion (Attachment 3).
- 11.4 Each bidder must submit the names, addresses, telephone numbers and contact person from the last three (3) public school districts served by the bidder. It would be acceptable if there are only 1 or 2 reference districts as long as they have been serviced for more than 10 years.

- 11.5 Each bidder must submit a properly completed Statement of Compliance with Tax Law form (Attachment 4) and submit it as part of the bid package.
- 11.6 Each bidder that is organized as a corporation must complete and submit with its bid the attached Delegation of Authority form (Attachment 5).
- 11.7 Each bidder must submit either the Certificate of Insurance for the required insurance amounts or a statement from its insurance company stating that the bidder qualifies for and will be issued insurance sufficient to meet the requirements of this bid.
- 11.8 Attendance at the February 11, 2021 pre-bid conference is *mandatory* to qualify as a responsive bidder.

#### XII. PRICE

- 12.1 The prices submitted for award of this contract will be based on the first three years of the contract. Prices for Proposals 1-2 will be totaled for each of the first three years and will become the basis for determining the overall lowest bid price.
- 12.2 The contract will be awarded to the responsive and responsible bidder providing the lowest overall price for school bus service as submitted on Proposals 1-2 and determined by totaling the submitted prices for Proposals 1-2 for the three years of this contract "2021-2024".
- 12.3 The successful bidder(s) agree to enter into a contract with the School Committee within thirty (30) days of the date of the award. If required, the performance bond must be delivered to the Superintendent of Schools within twenty-one (21) days of the date of the award.
- 12.4 The following attachments are provided to assist each bidder in preparing a fair and equitable bid. All information shown are estimates:

Attachment 6 Statement of Understanding

Attachment 7 Current number of buses and tiers

Attachment 8 Current bus routes

12.5 The Contractor shall specify and breakout the unit price per vehicle associated with the transportation of mid-day kindergarten students. If the School Committee feels it is in the best interest of the school department to reconfigure the kindergarten program or a portion thereof, the School Committee is to receive the credit associated with the deletion of this service at the unit price per day as quoted by the Contractor. Price must be entered on add/delete sheet (Appendix B).

#### BID FORM #1 SCHOOL BUS TRANSPORTATION SERVICES BID

The undersigned understands that the Wrentham School Committee shall award the contract to the lowest responsive and responsible bidder as contemplated herein; however, the undersigned also understands that the Wrentham Public Schools reserves the right to waive any formalities and to reject any and all bids or any part thereof, and/or accept any bid or part thereof, if, in its sole discretion, it deems it in the best interest of the Wrentham Public Schools to do so. The undersigned represents that he/she has read, understands, and agrees to the Bid Specifications associated with this bid. The undersigned also represents that this proposal is made in good faith, without fraud, collusion or connection of any kind with any other bidder for same work.

Company Name:

| Street Address:  |                           |                           |                           |  |
|--|---------------------------|---------------------------|---------------------------|--|
| City, State Postal Code  |                           |                           |                           |  |
| The proposed contract amounts for the life of children of the Wrentham Public Schools. | the contract for trans    | sporting the public s     | chool                     |  |
|  | July 2018 to June<br>2019 | July 2019 to<br>June 2020 | July 2020 to<br>June 2021 |  |
| Daily Rate per Bus for Regular Routes as Described in Addendum 2:                      | \$                        | \$                        | \$                        |  |
| Annual Cost for 180 days x 16 buses  | \$                        | \$                        | \$                        |  |
| Performance Bond cost  | \$                        | \$                        | \$                        |  |
| Total Cost for Regular Routes and Performance Bond                                     | \$                        | \$                        | \$                        |  |
| Total Three Year's Cost *  |                           |                           | \$                        |  |

\$

<sup>\*</sup>Note: in any given year during the contract term, the number of buses required by the District may increase or decrease. Any increase/decrease will be at that year's per bus rate as listed above.

#### **BID FORM #2 SCHOOL BUS TRANSPORTATION SERVICES BID**

| Company Name:   |                           |                           |                          |
|---|---------------------------|---------------------------|--------------------------|
| Additional services:                                  |                           |                           |                          |
| Additional services                                   | July 2018 to June<br>2019 | July 2019 to<br>June 2020 | July 2020 t<br>June 2021 |
| Daily Rate per Bus for<br>Mid-day Kindergarten Routes | \$                        | \$                        | \$                       |
| Field trips and other school sponsored trips:         | \$                        | \$                        | \$                       |
| Cost per mile   | \$                        | \$                        | \$                       |
| Cost per hour, driver waiting                         | \$                        | \$                        | \$                       |
|   |                           |                           |                          |
| Authorized Signature:                                 |                           |                           |                          |
| Name (Print):   |                           |                           |                          |
| Title:  |                           |                           |                          |
| Telephone: ( )  | FA                        | X ( )                     |                          |
| E-Mail:   |                           |                           |                          |
| Date:   |                           |                           |                          |

### Non-Collusion Affidavit Form

| NON-COL             | LUSION AFFIDAVIT OF PRIME BIDDER State of   |
|---------------------|---|
|                     | County of   |
| (1) He i            | s (owner, partner, officer, representative, or agent) of: that has  |
| subr                | mitted the attached bid.  |
|                     | s fully informed respecting the preparation and contents of the attached bid of all circumstances respecting such bid.  |
| mad<br>pers<br>pers | undersigned certifies, under penalties of perjury, that this Bid has been e and submitted in good faith and without collusion or fraud with any other on. As used in this certification, the word "person" shall mean any natural on, business, partnership, corporation, union, committee, club or other inization, entity, or group of individuals. |
| taint<br>part       | price or prices quoted in the attached bid are fair and proper and are not ed by any collusion, conspiracy, connivance or unlawful agreement on the of the bidder or any of its agents, representatives, employees, or parties in test, including this affiant.   |
| (Sig                | nature) (Title)   |
| Subscribed          | and sworn to before me this day of, 20  |
| Notary Pub          | My Commission expires:  |

# Attachment 4 TAX-COMPLIANCE CERTIFICATION

Tax-Compliance Certification.

Pursuant to M.G.L. c.62C, S49A, 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  | proposal |
|--------|------------|-----------|-------------|----------|
|        |            |           |             |          |
|        |            |           |             |          |
|        |            |           |             |          |
|        | Company or | Corporat  | ion         |          |
| Dated: |            |           |             |          |
|        |            |           |             |          |
|        | Authorized | Official  | 's Signatur | ۵        |

### CERTIFICATE OF AUTHORITY

| At a duly authorized meeting of the Board of Directors of the      |
|--|
| (Name of Corporation)  |
| held on it was VOTED that:   |
| (Name) (Officer)   |
| of this company, be and he/she hereby is authorized to execute     |
| contracts and bonds in the name and on behalf of said company, and |
| affix its corporate seal hereto; and such execution of any         |
| contract or obligation in this company's name on its behalf by     |
| such   |
| under seal of the company, shall be valid and binding upon this    |
| company.   |
| A True Copy,   |
| ATTEST:  |
| TITLE:   |
|  |
| PLACE OF BUSINESS:   |
| DATE OF THIS CONTRACT:   |
| I hereby certify that I am the clerk of the                        |
| that is duly elected   |
| of said company, and that the above vote                           |
| has not been amended or rescinded and remains in full force and    |
| effect as of the date of this contract.                            |
| (Clerk)  |

#### STATEMENT OF UNDERSTANDING

The undersigned assures that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work; that he has informed himself in full in regard to the "INFORMATION AND INSTRUCTION TO BIDDERS", and other information attached to this proposal. Also he has made his own examinations and estimates and from them makes this proposal. Also that he is in full knowledge that all of the aforementioned information and other materials attached to this proposal shall become part of the contract. The undersigned understands that the Wrentham School Committee reserves the right to waive any informalities, or reject any and all bids or any part thereof, and/or accept any bid or part thereof which are in the best interest of the Wrentham Public Schools and the Town of Wrentham.

With the above understanding, the undersigned proposes to furnish to the Wrentham Public Schools bus transportation for public schools, and to comply in all respects with said specifications for the sum or sums stated.

| Company: Business Address: |
|----------------------------|
| Telephone:                 |
|                            |

Date:

Signature:

### **CURRENT NUMBER OF BUSES AND TIERS**

| Total  | 71   | Passenger | Buses | 16 | Ô    |
|--------|------|-----------|-------|----|------|
| Elemer | ntar | ry School |       | 1  | tier |
| Middle | e Sc | chool     |       | 0  |      |
| High S | Scho | ool       |       | 0  |      |

# Attachment 8 **BUS ROUTE INFORMATION**

Please call Business Manager, Shannon Shepherd at 508 384-5430, x-4030 or shepherds@wrenthamschools.org for electronic copies of the current and prior year bus routes.

#### **Certificate of Corporate Vote**

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

| At a duly author                       | ized meeting of the Bo                                    | ard of Directors of t                                | he  |         |
|--|---|--|---|---------|
|  |   | held o   | n ,   |         |
| (/\                                    | lame of Corporation)                                      |  | (date)  |         |
| At which all the                       | Directors were present                                    | t or waived notice, it                               | was VOTED that,   |         |
| and behalf of sai<br>contract or oblig | be and hereby is authord company and affix it             | ts corporate seal ther<br>s name on its behalf       | tracts and bonds in the nateto, and such execution of by such (Officer)                                     | of any  |
| I hereby certify that I an             | n the Clerk of the  |  |   |         |
| That                                   |   | is   | the duly elected  |         |
| amended or rescinded a                 | of sand remains in full force                             | aid company, and that<br>e and effect as of the      | at the above vote has not be date of this contract.   | oeen    |
|  |   |  |   |         |
| Place of Business<br>Corporate         |   | lan1   |   |         |
| Corporate                              | 5   | cai  |   |         |
| NOTARY PUBLIC, ss                      | (month)   | (day)  | (year)  |         |
| through satisfactory evidence          | e of identification, which we port), to be the person who | vas (personal knowledge<br>ose name is signed on the | , and proved to<br>of identity), (a current driver's<br>documents and acknowledged<br>their stated purpose. | 3       |
|  |   |  | Notary Public   |         |
| My commission expires<br>Middlesex, SS | (month)<br>(date) at                                      | (day),<br>o'clock and                                | (year)<br>minutesM. Book  | _, Page |
|  |   |  |   |         |
| Attest:                                |   | Registe  | r.  |         |

## Attachment 10 **Assurance of Nondiscrimination Compliance Form**

The undersigned certifies that he/she does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap in any of the following areas:

Recruitment, hiring, upgrading, promotion, whether for full-time or part-time employment, consideration for demotion, transfer, layoff or hiring,

Rates of pay or any other form of compensation and changes in compensation,

Job assignment and seniority status,

Granting and returning from leaves of absence, available maternity/paternity leave, or any other leave,

Fringe benefits available by virtue of employment,

Selection and financial support for training, and other related activities, and selection for tuition assistance,

Any other term, condition, or privilege of employment.

| Signature:    | <br> |
|---------------|------|
| Printed Name: | <br> |
| Company:      |      |
| Date:         |      |

# PROOF OF VISITATION

Proposers must visit the Wrentham Public Schools' virtual meet for the purpose of attending a mandatory pre-bid meeting. The meeting will be held virtually due to the Coronavirus pandemic. Upon the completion of the meeting, please fill out and send the document to <a href="mailto:shepherds@wrenthamschools.org">shepherds@wrenthamschools.org</a>. This document will be electronically signed and returned to you to include in your proposal packet

Note: This PROOF OF VISITATION sheet must be included with the proposal.

DATE \_\_\_\_\_\_

PROPOSER/COMPANY REPRESENTATIVE

SCHOOL SIGNATURE OF SCHOOL OFFICIAL

Wrentham Public Schools

## Attachment 12 REFERENCE LIST FORM

All bidders are required to submit with their bid a list of all CONTRACTS, where they have performed contract operations and maintenance services within the past five (5) years.

The list must include the name of the facility, name of a contact person, and their title and the contact person's telephone number.

| Facility | Contact Person | Title | Telephone Number |
|----------|----------------|-------|------------------|
|          |                |       |                  |
|          |                |       |                  |
|          |                |       |                  |
|          |                |       |                  |
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|          |                |       |                  |
|          |                |       |                  |
|          |                |       |                  |

#### Agreement to Furnish School Bus Transportation

The undersigned agrees to furnish school bus transportation for the Wrentham School Committee as specified in the Wrentham Public Schools bid specification, "Transportation of School Pupils: Town of Wrentham", after notification of the acceptance of this proposal. The undersigned offers the following information as to the buses which will be used to execute this contract:

| How long have                             | e you been in the sch           | ool bus transp     | ortation busine       | ess?years.                    |
|---|---------------------------------|--------------------|-----------------------|-------------------------------|
| How many sch                              | nool buses does the             | company own        | or lease?             |                               |
| With what Sch<br>(1)<br>(2)<br>(3)<br>(4) | nool Departments are            | you now unde       | er contract?          |                               |
| List all School contract first).          | Department Transpo              | ortation contrac   | cts held by you       | in the last ten years (latest |
| School Dept                               | Number of Pupils<br>Transported | Number of<br>Buses | Length of<br>Contract | Reason for<br>Termination     |
|   |                                 |                    |                       |                               |
|   |                                 |                    |                       |                               |
|   |                                 |                    |                       |                               |

| List any formal legal action pertaining to School transportation contracts involving you in the last ten years, (If none, write "NONE"). Identify all parties involved.       |
|---|
|   |
| List any "quasi-judicial" action involving you relating to school transportation contracts within the last ten years, (If none, write "NONE"). Identify all parties involved. |
|   |

#### APPENDIX A

#### WRENTHAM PUBLIC SCHOOLS

#### WRENTHAM, MASSACHUSETTS

#### Fuel Adjustment Clause

The BASE PRICE of motor fuel for the operation of school busses during the term of the contract shall be based on the "Boston Low Dealer Tank Wagon" opening price for regular gasoline and/or diesel fuel as posted in the Journal of Commerce as of Monday July 5, 2021. Any increase or decrease from the base price shall be used to determine the FUEL ADJUSTMENT except that no change in compensation will be made unless this alteration is more than ten percent (10%) plus or minus of the base price. Payment to the contractor shall be increased or decreased monthly according to the following method of computation:

FUEL CONSUMPTION RATE is seven (7) miles per gallon

TOTAL DAILY MILEAGE TO AND FROM SCHOOL see

On the first Friday of each month, the AVERAGE INCREASE/DECREASE PERCENTAGE from the BASE PRICE is computed as BOSTON LOW DEALER TANK WAGON PRICE divided by the BASE PRICE minus one (1)

The AVERAGE INCREASE/DECREASE COST is computed by subtracting the BASE PRICE from the month's BOSTON LOW DEALER TANK WAGON PRICE

MONTHLY MILEAGE is the TOTAL DAILY MILEAGE multiplied by the DAYS OF OPERATION during the PRECEEDING month

GALLONS ALLOWED PER MONTH is MONTHLY MILEAGE divided by seven (7) MPG

If the AVERAGE INCREASE/DECREASE PERCENTAGE is more than plus or minus ten percent (10%), the FUEL ADJUSTMENT is computed by multiplying the GALLONS ALLOWED PER MONTH by the AVERAGE INCREASE/DECREASE COST

Invoices for FUEL ADJUSTMENTS shall include the above computations

| SIGNATURE: |
|------------|
| COMPANY:   |
| TITLE:     |
| ADDRESS:   |
| TELEPHONE: |
| DATE:      |

#### **APPENDIX B**

#### WRENTHAM PUBLIC SCHOOLS

#### WRENTHAM, MASSACHUSETTS

#### Add or Delete a Bus

| Incremental cost to add a full size bus                                  | \$ |  |
|--|----|--|
| Incremental savings to delete a full size bus                            | \$ |  |
| Cost for Performance Bond for first year of contract                     | \$ |  |
| Cost for mid-day kindergarten transportation per bus                     | \$ |  |
| This pricing will not be used to determine the lowest price for this bid |    |  |
| Company:   |    |  |
| Authorized Signature:  |    |  |

#### **APPENDIX C**

#### WRENTHAM PUBLIC SCHOOLS

#### WRENTHAM, MASSACHUSETTS

#### Time Schedule/Official School Hours

It is understood that the following school sessions for September 2021 - June 2022 are:

**Delaney Elementary** 

8:20 am - 2:45 pm

Roderick Elementary

8:20 am - 2:45 pm

Early Release Times

8:20 am - 11:30 am

#### APPENDIX D

#### WRENTHAM PUBLIC SCHOOLS

#### WRENTHAM, MASSACHUSETTS

#### **BUS DRIVER REGULATIONS**

From: School Committee Policy Statement of the Wrentham Public Schools, Policy ECA

- 1. The contractor must obtain and keep on file statements that all drivers, regular or spare, have complied with all requirements of the Commonwealth of Massachusetts, the Registry of Motor Vehicles, Department of Education, and Federal Department of Transportation pertinent to transportation of pupils, relative to the licensing and health of school bus drivers, including physical and driver examinations. A copy must also be filed with the superintendent of schools.
- The contractor must file with the superintendent of schools the names, addresses, and telephone
  numbers of all bus drivers who will operate a bus or buses, before the opening of schools in
  September of each year, and see that the above requirements are completed.
- 3. Smoking in a bus is prohibited.
- 4. Drivers will not leave a bus unattended when children are in the bus. In an emergency the driver's first concern must be for the safety of the children.
- 5. Chapter 90, Section 7–B (4) as amended. Each school bus shall be operated by a person twenty–one years of age or over who is licensed under Section 8–A, etc.
- 6. Chapter 90, Section 7–B (3) all doors shall be kept closed while the bus is in motion. (5) No fueling shall take place while any school bus is occupied by passengers.
- 7. Chapter 90, Section 17. No person shall operate a school bus at a rate of speed exceeding 40 m.p.h. while actually engaged in carrying children, except on limited access highways where the posted speed limit is the allowable standard.
- 8. The superintendent has the right to withdraw or revoke the approval of any driver.
- It will be a condition of employment that each driver must carry out the policies of the Wrentham School Committee.

#### Requirements of the Contents of the School Transportation Vehicle

A copy of the vehicle route should be placed in each bus prior to the beginning of school. Emergency numbers such as police, school, garage, hospital, etc., must be posted in each bus. Drivers are expected to keep their buses clean at all times.

#### Supervision of Riders

Bus drivers are responsible for the safety of children riding to and from school. Although discipline on buses is a driver responsibility, the main job is to drive the bus safely and in accordance with rules and regulations.

#### General

- 1. Pupils transported in a bus are under the authority of and directly responsible to the driver of the vehicle.
- Continued disorderly conduct or persistent refusal to submit to the authority of the driver is sufficient reason for a pupil to be denied transportation on a bus.
- No vehicle driver can require any pupil to leave the vehicle before such pupil has reached his/her destination, except in cases of emergency.
- 4. A bus cannot be put in motion until all pupils are seated.

- 5. No bus can stop to load or discharge pupils except at regularly designated stops, except in cases of emergency.
- 6. No pupil can engage in unnecessary conversation with the driver while the vehicle is in motion.
- 7. Smoking in a bus is prohibited.
- 8. No persons should be allowed to occupy a position in a bus that interferes with the vision of the driver to the front, to either side of him, or through the mirror to the rear, or with the operation of the vehicle.
- 9. Nothing can be thrown within the vehicle or out the windows.
- 10. The drivers shall be at all times courteous and exemplary in speech and action before said children.

#### **Discipline**

Nothing herein shall prevent a driver from verbally reprimanding a child for action that might cause harm to self or others. Any violations of the rules and regulations for student behavior on school buses must be reported at the end of each trip to the principal, associate principal or assistant principal. The action taken should be reported to the driver so the driver knows what action has been taken. However, under <u>no</u> circumstances shall a driver remove a child from a school bus. Guidelines for appropriate disciplinary measures are to be reviewed each year by drivers (see ECA:E).

- Drivers must not remove a child from a bus as a disciplinary measure, except at the child's designated bus stop.
- 2. Drivers must not touch a child, except to assist them or to render first aid.
- 3. Bus drivers have no authority to appoint students as bus monitors and must not do so. If repeated misbehavior problems arise, they may take any or all of the following actions:
  - a. Report each incident to the designated authority
  - b. Request that the school principal or designee board the bus and talk to the students
  - c. Require individual passengers to sit in the front seats so they can be observed
  - d. As a last resort, bring the bus back to school
- 4. Extreme cases of misbehavior on the bus or at bus stops should be reported to the school principal. Extreme discipline procedures are as follows:
  - a. Stop the bus at the edge of the road. Turn off ignition
  - b. Set emergency brake
  - c. Separate the fighters (if applicable)
  - d. Send two children to call the school official
  - e. The school official will decide how to get the children home
  - f. As a last resort, call the police to come to the scene
- 5. Suspension of a pupil from riding the bus must be administered by the proper authority, usually the school principal.
- 6. School principals will administer punishment when rule infractions are reported. Reports must be prompt, and punishment should be administered as soon as possible after it has been reported.

#### **Accidents**

In spite of all precautions, the possibility of accidents cannot be entirely eliminated. Drivers should be trained so, if and when accidents do occur, they know how to meet the emergency. The following procedures are recommended to drivers:

- 1. Stop the bus at the edge of the road.
- 2. Turn off the ignition.
- 3. Keep calm, and never lose your temper. Do not argue or try to place the blame for the accident.
- 4. Set out reflective triangles.
- 5. Make pupils as safe and comfortable as possible, moving them to a safe and comfortable location if necessary.
- 6. Under no condition allow children to proceed home by begging rides or walking.
- 7. If necessary, send two responsible pupils for the type of help needed.
- 8. Notify school officials and the police.
- 9. Get the names and addresses of all persons involved in the accident and all witnesses.

#### In accidents involving injury, the following procedures should be observed:

- 1. Do not move injured persons unless absolutely necessary and then only when the extent of the injury has been determined and such movement is deemed safe.
- 2. Keep onlookers away from the injured.
- 3. Keep injured persons lying down to prevent fainting and shock.
- 4. Give first attention to persons who appear to have stopped breathing or who are bleeding excessively.
- 5. Keep the patient warm, comfortable, and promote an ease of mind in any way possible.
- 6. Send a responsible person to call a physician or ambulance, giving information concerning location of the accident and the injured person, the nature and possible extent of injuries, and the supplies available at the scene of the accident, as well as what first aid is being given.
- 7. Avoid allowing the patient to see the injury.

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