

**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, 2024, and ending June 30, 2027 with the Town option to renew for two additional one-year periods:
- (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 2024 and ending on the last day of the school year in June 2027 with the Town option to renew for two additional one-year periods. 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 population of the Town of Wrentham does not meet the requirement under M.G.L. c71 §7A for towns with population greater than 16,000 to require payment of prevailing wages.
- 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.
- 1.9 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).
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- 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 14 regular size passenger buses with a minimum seating capacity of 71 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 12 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. Substitute/replacement busses must be clearly labeled with Wrentham Public Schools and the original bus number. This may be done by use of a magnet, piece of paper, window sign, or any other clearly identifiable method. This ensure all students, staff, and parents are clearly able to determine it is the proper bus and route they will be boarding.
- 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
 5. 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 2018 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 bidder shall provide and maintain throughout the term of this contract the Wrentham Public School District a Certificate of Insurance providing proof of insurance for type and coverage indicated herein and naming the Wrentham Public School District as an additional insured. The successful bidder must annually file a copy of these insurance policies with the District. All insurance companies shall be admitted Massachusetts companies. The coverage shall include the following:
- Worker's Compensation and Employers' Liability as required by the laws of the Commonwealth of Massachusetts.
 - General liability insurance of \$1,000,000 each occurrence and \$3,000,000 general aggregate.
 - Sexual Harassment/Molestation insurance for \$250,000 per incident
 - Automobile liability insurance bodily injuries and/or death, of \$1,000,000 per person and \$5,000,000 on each occurrence for bodily injury on each bus, and property damage coverage for each school bus with minimum limits of \$1,000,000 per vehicle and \$5,000,000 combined single limit.

- Umbrella liability should be carried in the amounts of \$5,000,000 per occurrence, \$5,000,000 products/completed operations, and \$5,000,000 general aggregate.

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 THERE WILL BE NO SMOKING BY DRIVERS, STUDENTS OR OTHER PASSENGERS ON THE SCHOOL BUS OR ON SCHOOL PROPERTY AT ANY TIME.
- 5.3 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.
- 5.4 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.
- 5.5 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 any passenger on the bus.
- 5.6 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 (21) 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.
- 5.7 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.
- 5.8 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.
- 5.9 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).
- 5.10 The Superintendent of Schools or his/her designee shall have complete authority over the Contractor in matters pertaining to the school transportation contracts.
- 5.11 The School Committee may authorize the presence of bus monitors to assist, but be subordinate to the driver on any and all school buses.
- 5.12 School bus drivers must observe the Wrentham School Department policy on responsibilities of school bus drivers, students and parents.
- 5.13 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.
- 5.14 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).

- 5.15 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.
- 5.16 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.
- 5.17 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.
- 5.18 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.
- 5.19 To the maximum extent possible, the same driver will be scheduled to drive both the morning and afternoon runs of a particular route.
- 5.20 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 2024-2025 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)

906

- 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

VII - 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. On a regular school day this means that busses must arrive between 8:05 a.m. and 8:15 a.m. Buses will not arrive to school more than fifteen (15) minutes prior to the opening of school, unless otherwise directed by school staff to do so. Bus route start times will be based on the arrival window as no bus shall be permitted to wait with a bus load of students off school ground.
- 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. Kindergarten students will be assigned to seats in the front of bus whenever possible.

VIII - OTHER REGULATIONS

- 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.
- 8.4 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 along their regular route.
- 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.

IX- OTHER REGULATIONS

- 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 contractor 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 Invoices for regular day contract services shall be billed at 1/10 of annual contract price from September to June. Bills shall be submitted by the Contractor at the end of every month, September through June, for services rendered on 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 three hundred dollars (\$300.00) 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 2024-June 2027 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 The bid must be accompanied by a signed Certificate of Non-Collusion (Attachment 3).
- 11.3 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.
- 11.4 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.
- 11.5 Each bidder that is organized as a corporation must complete and submit with its bid the attached Delegation of Authority form (Attachment 5).
- 11.6 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.
- 11.7 Attendance at the April 9, 2024 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 "2024-2027".
- 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

Attachment 1

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 the contract for transporting the public school children of the Wrentham Public Schools.

	July 2024 to June 2025	July 2025 to June 2026	July 2026 to June 2027
Daily Rate per Bus for Regular Routes as Described in Addendum 2:	\$	\$	\$
Annual Cost for 180 days x 14 buses	\$	\$	\$
Performance Bond cost	\$	\$	\$
Total Cost for Regular Routes and Performance Bond	\$	\$	\$

Total Three Year's Cost * \$

*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.

Attachment 2

BID FORM #2 SCHOOL BUS TRANSPORTATION SERVICES BID

Company Name: _____

Additional services:

Additional services	July 2024 to June 2025	July 2025 to June 2026	July 2026 to June 2027
Field trips and other school sponsored trips:	\$	\$	\$
Cost per mile	\$	\$	\$
Cost per hour, driver waiting	\$	\$	\$

Authorized Signature: _____

Name (Print): _____

Title: _____

Telephone: () _____ FAX () _____

E-Mail:

Date: _____

Non-Collusion Affidavit Form

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER State of

County of

(1) He is (owner, partner, officer, representative, or agent) of:

_____ that has submitted the attached bid.

(2) He is fully informed respecting the preparation and contents of the attached bid and of all circumstances respecting such bid.

(3) The undersigned certifies, under penalties of perjury, that this Bid 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.

(4) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, employees, or parties in interest, including this affiant.

(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission expires: _____

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 Corporation

Dated: _____

Authorized Official's Signature

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____

(Name of Corporation)

held on _____ it was VOTED that:

(Date)

(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)

Attachment 6

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:

Signature:

Date:

Attachment 7

CURRENT NUMBER OF BUSES AND TIERS

Total 71 Passenger Buses	14
Elementary School	1 tier
Middle School	0
High School	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.

Attachment 9
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 authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) *(date)*

At which all the Directors were present or waived notice, it was VOTED that,

(Name of Officer authorized to sign for Corporation)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____

_____ of the company, shall be valid and binding upon this company.
(Officer)

I hereby certify that I am the Clerk of the _____

That _____ is the 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.

A true copy,
ATTEST _____ Clerk
Place of Business _____
Corporate _____ Seal

NOTARY PUBLIC

_____, ss. _____ (month) _____ (day) _____ (year) _____

Then personally appeared before me the above-named _____, and proved to me through satisfactory evidence of identification, which was (personal knowledge of identity), (a current driver's license), (a current U.S. passport), to be the person whose name is signed on the documents and acknowledged to me that he/she signed it voluntarily for _____, for their stated purpose.

Notary Public

My commission expires _____ (month) _____ (day), _____ (year)
Middlesex, SS _____ (date) at _____ o'clock and _____ minutes _ .M. Book _____, Page _____.

Attest: _____
Register.

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: _____

Printed Name: _____

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. Upon the completion of the meeting, please fill out and send the document to

shepherds@wrenthamschools.org. 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.

<u>Facility</u>	<u>Contact Person</u>	<u>Title</u>	<u>Telephone Number</u>

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 – Fuel Adjustment Clause

WRENTHAM PUBLIC SCHOOLS

WRENTHAM, MASSACHUSETTS

Fuel Adjustment Clause

The District will consider a Fuel Escalation/De-escalation Clause Adjustment annually for each fiscal year on January 15th of each year with a formula based upon the published index of US EIA New England Diesel Retail (On-Highway) Prices. No change in compensation will be made unless the alteration is more (or less) than 20% of the base price.

This bid is based on a gasoline price of \$_____ per gallon and a diesel price of \$_____ per gallon and will be hereinafter referred to as the "Base Price of Fuel".

The Contractor agrees to maintain accurate and complete records relative to the use of fuel by each of its Wrentham Public School Pupil Transportation Vehicles. These records and all information requested by the district shall be made available prior to the awarding of any fuel adjustment.

Fuel consumption rate is seven (7) miles per gallon. Total daily mileage to and from school is based on each route. On the first Friday of each month, the AVERAGE INCREASE/DECREASE PERCENTAGE from the BASE PRICE is computed as index of US EIA New England Diesel Retail (On-Highway) Prices divided by the BASE PRICE minus one (1). The AVERAGE INCREASE/DECREASE COST is computed by subtracting the BASE PRICE from the month's index of US EIA New England Diesel Retail (On-Highway). 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 (20%), 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/ TITLE:

COMPANY (Name, Address):

TELEPHONE:

DATE:

APPENDIX B – Add/Delete a Bus

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: _____
Date: _____

WRENTHAM, MASSACHUSETTS

Time Schedule/Official School Hours

It is understood that the following school sessions for September 2024 - June 2027 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: School District Transportation Policies & Procedures

WRENTHAM PUBLIC SCHOOLS

WRENTHAM, MASSACHUSETTS

EEA - STUDENT TRANSPORTATION SERVICES

The major purpose of the school district's transportation services is to aid students in getting to and from school in an efficient, safe, and economical manner.

The school district may contract for transportation services. The School Committee will award contracts on a competitive bid basis. Bus contractors, 7D contractors and school districts, who will be held responsible for the safe operation of school buses, will comply with all applicable state laws and regulations, including but not limited to:

1. Specifications for school bus design and equipment
2. Inspection of buses
3. Qualifications and examinations of bus drivers
4. Driving regulations
5. Small vehicle requirements, if applicable
6. Insurance coverage
7. Adherence to local regulations and directives as specified in bid contracts

The Superintendent, working with the bus contractor and other appropriate administrators, will be responsible for establishing bus schedules, routes, stops, and all other matters relative to the transportation program.

SOURCE: MASC – Updated 2022

LEGAL

REFS.: M.G.L. 40:5; 71:7A, B and C; 71:37D; 71:48A; 71:68; 71:71A; 71B:4; 71B:5; 71B:8; 74:8 A; 76:1; 76:12Bi; 76:14

EEAE - SCHOOL BUS SAFETY PROGRAM

The safety and welfare of student riders will be the first consideration in all matters pertaining to transportation. Safety precautions will include the following:

1. Students will be instructed as to the proper procedure for boarding and exiting from a school bus and in proper and safe conduct while aboard.
2. Emergency evacuation drills will be conducted at least twice a year to acquaint student riders with procedures in emergency situations.
3. All vehicles used to transport students will be inspected periodically for conformance with state and federal safety requirements.
4. Classroom instruction on school bus safety will be provided.

SOURCE: MASC - Updated 2022

LEGAL REFS.: M.G.L. 90:7b as amended by Ch. 246 Acts of 1986 M.G.L. 90:1 et seq.; 713:2; 713:7L Highway Safety Program Standard No. 17

EEAEA - BUS DRIVER EXAMINATION AND TRAINING

The School Committee will reserve the right to approve or disapprove persons employed by the bus contractor to drive school transportation vehicles.

1. Courteous and careful drivers will be required.
2. Each driver will file with school officials a medical certificate and proof of freedom from tuberculosis.
3. Only persons who are properly licensed by the state and have completed the driver training program will be permitted to drive school buses.
4. The contractor will furnish the School Committee with a list of names of drivers and their safety records for the last three years.
5. The contractor will notify school officials as soon as possible of any change of bus drivers.

SOURCE: MASC – Reviewed 2022

LEGAL REFS.: M.G.L. 90:7B; 90:8A; 90:8A ½

EEAEA-1 - DRUG AND ALCOHOL TESTING FOR SCHOOL BUS AND COMMERCIAL VEHICLE DRIVERS

The District shall adhere to federal law and Department of Transportation regulations requiring a drug and alcohol-testing program for school bus drivers and commercial vehicle drivers. Such testing will be conducted for five different situations: pre-employment, randomly, following an accident, following an authorization to return to duty, and upon reasonable suspicion that a driver is under the influence of alcohol or using drugs.

The District will comply with Department of Transportation protocols regarding the collection and testing necessary to establish whether alcohol or drugs are present in the driver's system, and regulations will be established for the steps to be taken in the event that test results are positive.

This program shall comply with the requirements of Federal law and regulations. The Superintendent or designees shall adopt and enact procedures consistent with the federal regulations, defining the circumstances and procedures for testing.

SOURCE: MASC - NEPN Code updated 2022

LEGAL REFS.: 49 U.S.C. sec. 2717 et seq. (Omnibus Transportation Employee Testing Act of 1991) 49 C.F.R. Part 40 Procedures for Transportation Workplace and Drug and Alcohol Testing Programs 49C.F.R. Part 382 Controlled Substance and Alcohol Use and Testing 49 C.F.R. Part 391 Qualification of Drivers

EEAEC - STUDENT CONDUCT ON SCHOOL BUSES

The School Committee and its staff share with students and parents/guardians the responsibility for student safety during transportation to and from school. The authority for enforcing School Committee requirements of student conduct on buses will rest with the Principal/Assistant Principal.

To ensure the safety of all students who ride in buses, it may occasionally be necessary to revoke the privilege of transportation from a student who abuses this privilege. Parents/guardians of students whose behavior and misconduct on school buses endangers the health, safety, and welfare of other riders will be notified that their students face the loss of transportation privileges in accordance with regulations approved by the School Committee.

SOURCE: MASC - Updated 2022