

Maynard Public Schools

Invitation to Bid

Daily Regular Student Transportation

Bid No. 01-2024

Maynard Public Schools 3-R Tiger Drive Maynard, MA 01754 978-897-8251 Your participation is invited with regard to the above referenced bid. In order for your submission to be considered responsive, **this original document** must be delivered prior to the time and at the place indicated herein.

The Maynard Public Schools assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return the same to the bidder without notice.

Maynard Public Schools reserves the right to reject any and all bids, and to award a contract to other than the lowest bidder if, in its opinion, the lowest bidder is not the lowest "responsive and responsible bidder" (Section 5(g) of Chapter 30B), and to waive any informalities in the bidding, if it be in the public interest to do so (Section 5(f) of Chapter 30B).

A responsible bidder has the capability to perform the contract requirements and the integrity and reliability to assure good faith performance. A responsive bidder has met all requirements and submitted all documents required in this solicitation. <u>Prior performance will be considered in the determination of the bidder's responsibility</u>.

Award of this contract is subject to the approval of the School Committee, and shall be made subject to appropriation. Non-appropriation shall enable the School Committee to cancel the contract without penalty.

BUS TRANSPORTATION BID SCHEDULE

Bid Availability/ Monday, April 8, 2024

Release of Advertisement 10 AM

Voluntary Bidder's Meeting Tuesday, April 16, 2024

11AM

Last Day for Questions Friday, April 19, 2024

3PM

Public Bid Opening Monday, May 20,2024

Maynard Public Schools 2PM

Central Office Conference Room 3-R Tiger Drive

Bid Award By May 31, 2024

With the approval of the School Committee, Maynard Public Schools

Maynard, MA 01754

LEGAL NOTICE

INVITATION FOR BID SCHOOL BUS TRANSPORTATION

Maynard Public School District

Maynard Public School (MPS) District, with the authority of the School Committee, invites bids for the provision of School Bus Transportation beginning School Year 2024 - 2025 and running through School Year 2028 - 2029.

Bid specifications may be picked up at the Maynard School District, 3-R Tiger Drive, Maynard, MA 01754 on **or after 10AM, Monday, April 8, 2024** or downloaded from the Maynard Public Schools website or by emailing Wayne White, Business Manager, at wwhite@maynard.k12.ma.us after said time. If a potential bidder downloads the Invitation for Bids from the website, it is their responsibility to notify the District they have done so and provide contact information. Otherwise, Maynard is not responsible for any lack of communication of vital information to the potential bidder(s).

A voluntary bidders conference will be held virtually or in person on **Tuesday**, **April 16**, **2024 at 11AM**. Information will be sent to all interested parties prior to the conference.

Completed bids are to be received by Maynard Public Schools at its office, 3-R Tiger Drive, Maynard, MA 01754 **No Later Than 2PM, Monday, May 20, 2024** at which time all bids will be publicly opened and recorded. The time on the clock in the Maynard Public Schools Central Office will be considered the official time for these purposes. In hand deliveries shall be accepted only between the hours of 9:00 a.m. and 3:00 p.m. at the Office of the Business Manager.

All bids must be marked on the outside of the bidder's envelope "<u>BID- SCHOOL BUS</u>

<u>TRANSPORTATION: MAYNARD PUBLIC SCHOOLS 2024-2029</u>". No bid(s) will be accepted after the above-stated date and hour. MPS reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the best interest of the District to do so.

All bids are subject to the provisions of M.G.L. Chapter 30b. No bidder may withdraw its bid within thirty days after the date designated above for the receipt of bids. The contract shall be awarded to the bidder who submits the lowest total responsible and responsive bid for this academic five-year contract, and who is determined by the Superintendent and/or School Committee, to be the most capable and reliable in providing transportation to meet the needs of the students of the Maynard Public Schools

MAYNARD PUBLIC SCHOOLS DAILY REGULAR STUDENT TRANSPORTATION Bid Specifications

I. GENERAL CONDITIONS

A SCOPE OF WORK

- 1. The contract is for the furnishing of scheduled transportation for all designated school children of the Town of Maynard, MA, shall include the furnishing of all services necessary and required; consisting of but not limited to the following: transportation equipment, operators, inspection, registration, licensing, insurance, compliance with applicable Federal, State and local statutes, regulations and policies.
- 2. The Contractor shall furnish fully and properly licensed drivers to operate all buses used in carrying out the transportation services provided for under the terms of the Contract. All regular and substitute drivers shall have been qualified by a course of instruction in school bus operations in accordance with most recent regulations of the Registry of Motor Vehicles, Governor's Highway Safety Bureau and Department of Education.
- 3. The contractor shall provide transportation for each day school is in session. The school year is 180 days. The Contractor will be paid only for days that schools are actually in session and the cessation of sessions in any school or schools shall relieve the school department from payment for transportation for the day or days and the school or schools involved.
- 4. If an unforeseen circumstance, such as inclement weather, damage to school property, or labor strike causes cancellation of school and/or the need for transportation services, there shall be no payment to the Contractor until the resumption of services

B AWARD OF CONTRACT

1. Term of Contract

The period of the contract for student transportation is a total of Five (5) years. The initial contract will be for three (3) years (2024 -2027) with the option for two (2) additional one (1) year terms (2028 and 2029). The initial contract term will run from August 1, 2024 to June 30, 2027.

- 2) The contract shall be for a minimum of 180 days each school year during the period from August/September through June. The contractor will be paid only for days that schools are in session.
- This contract is subject to the annual approval of the School Committee and may be modified by the annual appropriation of adequate funding by the Town of Maynard.
- 2. Estimated Contract Value The estimate value of this contract is one million dollars (\$1,000,000).
- 3. Bid award The following factors will determine the manner in which the contract will be awarded.
 - The successful bidder shall be selected based upon the School a) Committee's determination of the lowest responsible and responsive bidder and who is determined by the Superintendent and/or School Committee, to be the most capable and reliable in providing transportation to meet the needs of the students of the Maynard Public Schools. The School Committee shall consider the total cost for the length of the contract (Total Five (5) Year Cost), the bidder's regular day public school transportation references, its compliance with the requirements set forth in this bid package (see Contract Bid Form Checklist), its financial stability, and evidence of its cooperation, professionalism and competence in working with municipal officials and others through this bidding process. The School Committee also reserves the right to consider its own experience with a bidder substantially as it would a third party reference. This Contract shall not be awarded to a bidder who is not properly equipped to undertake and complete the services required.
 - b) No contract will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to any Massachusetts municipality upon any debt or contract, or that is a defaulter to any obligation to any municipality or had failed previously to faithfully perform any previous contract with a municipality.
 - c) Bidders must present evidence, if requested, that they are fully competent and will have the necessary buses and facilities to fulfill the conditions of the contract.

- d) Each bidder must submit evidence of at least three years of successful experience as a school bus contractor.
- 4. A **RESPONSIVE** bid meets <u>all</u> of the following criteria:
 - 1) Answers all questions as required by this bid document.
 - 2) Includes all forms and certifications required by Section 1, D "Submission Requirements".
 - 3) Includes proper bid deposit.

C. CONTRACT DOCUMENT

- 1. The bidder to whom the award is made must enter into a written contract with the Maynard Public Schools within 10 days of notice of award.
- 2. The contract sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein and merges all prior discussions between them; neither party shall be bound by any definition, conditions, warranty or representation other than as expressly set forth in this Contract, or as subsequently set forth in writing signed by the parties to be bound thereby.
- 3. The contract document between the Maynard Public Schools and the Contractor will consist this bid document as well as the following:
 - 1) All submissions as required under Section D "Submission Requirements"
 - 2) Any addendum issued by the Maynard Public Schools relative to this bid
 - 3) Notification of Intent to Award
 - 4) Alternative Bid(s) Submission
 - 5) Any other documents by mutual agreement of the Maynard Public Schools and the successful bidder to the extent permitted by law.
- 4. The requirements set forth in these specifications shall be considered binding and a part of the contract with the successful bidder.

D. SUBMISSION REQUIREMENTS

- 1. The bid may be withdrawn or amended without prejudice between the time of the submission and the time of opening.
- 2. All bid amounts will be considered firm and may not be withdrawn for a period of no less than thirty (30) days from the date of opening, unless stated otherwise in the specifications.
- 3. Bid submissions must be made in a sealed envelope clearly marked "BID SCHOOL BUS TRANSPORTATION: MAYNARD PUBLIC SCHOOLS 2024-2029" AND RECEIVED NO LATER THAN 1PM, MAY 20, 2024. The Maynard Public Schools assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return the same to the bidder without notice.
- 4. Questions regarding the bid specifications must be submitted to the Business Manager, in writing, no later than Friday, April 19, 2024 at 3PM. Said questions shall be answered in writing and distributed to all bidders having picked up specifications, by addendum. All bidders shall acknowledge receipt of all addenda with their bid. Addenda will be issued by email to all known bid recipients. It will also be posted on the Maynard Public Schools website.
- 5. Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract and where applicable the corporate seal must be affixed. Bids "signed" by any manner other than described here may be considered non-responsive.
- 6. **Certificates of insurance** shall be submitted by the APPARENT LOW BIDDER within five (5) business days of receipt of a written request for the same from the Maynard Public Schools. Failure to provide certificates of insurance as described herein may result in loss of the bid deposit as liquidated damages. In addition, the Maynard Public Schools may deem a bidder as "not responsible" for all future School bids for a period of not less than twelve (12) months nor more than thirty-six (36) months for failing to provide said certificates.
- 7. A **performance bond** shall NOT be required for this bid submission.
- 8. A signed certificate of indemnification in accordance with Response Page D of this bid.

- 9. A signed **certification of payment of taxes** by the bidder. In accordance with Massachusetts General Laws, Chapter 62C, Section 49A, the bidder must certify under penalties of perjury that he/she has filed all state tax returns and pays all state taxes required under law. See Response Page C.
- 10. A signed **certification of non-collusion** by the bidder stating that the bidder has not colluded with any other party in the preparation and submission of their bid. Only the language provided shall be acceptable. See Response Page B.
- 11. Determination of Low Bid The responsive bid from a responsible bidder offering the lowest Five (5) year "Basic Service" bid <u>plus all options selected by the District</u> on Bid Response Page G.
- 12. Each Bidder shall include in its bid, a complete list of the entire current regular day home to school public school transportation contracts and all such contracts entered into within the last five years within the states of Massachusetts, Rhode Island, Connecticut, New Hampshire, Vermont and Maine. If vendor has no contracts within these six (6) states please provide complete list of the entire current regular day home to school public school transportation contracts and all such contracts entered within the last five (5) years in the United States. Said list shall include the name of the school system or owner, the owner's address, telephone number and the name of the contact person designated by the owner and that person's title or position. The references will demonstrate that during the past five (5) years, the contractor has provided safe and efficient school bus transportation services for schools which have needs similar to those of the Maynard Public Schools.

E. INSTRUCTIONS FOR SUBMITTING BIDS

The submission of a bid indicates that the vendor has read and is familiar with the attached specifications. Failure of any bidder to become familiar with the document shall in no way release any bidder from any obligations in respect to this bid.

- 1. Bid Forms
 - 1) Bids may be typed and submitted on this original document. All pages of this document must be returned in their original order.
 - 2) Response forms must be filled in completely and not contain any additions or alterations from the original specifications.

F. PRE-BID CONFERENCE

- 1. **A voluntary pre-bid conference is scheduled for Tuesday, April 16, 2024 at 11AM**. The meeting will be either virtual or in person. If it is in person, it will occur at the Maynard Public School Administration conference room which is located in the Fowler School at 3-R Tiger Drive, Maynard, MA. If the conference is virtual, a link will be forwarded to all that requested a copy of the bid. Vendors that request a copy of the IFB and provide contact information to the district, will be notified whether the conference is virtual or in person.
- 2. Attendance at the Pre-Bid conference VOLUNTARY.

G. BID SECURITY

- 1. Each bid must be accompanied by a bid security of ten thousand dollars (\$10,000.00)
- 2. The bid security must be a bid bond or cashier's or certified check drawn on a Massachusetts bank and made payable to the Maynard Public Schools.
- 3. The securities of all bidders, except that of the selected firm, will be returned within thirty (30) days of the award of the contract.
- 4. The bid security of the successful bidder will be held until such time as the contract is signed and the vendor submits an acceptable performance bond
- 5. Any bidder awarded the contract who fails to execute it under the terms and conditions set forth herein shall forfeit its bid deposit as liquidated damages to the School Committee.

H. RIGHTS OF THE AWARDING AUTHORITY

1. Inquiries

All inquiries shall be made via email

Inquiries shall be directed to the Business Manager:

Wayne White

Maynard Public Schools

3-R Tiger Drive

Maynard, MA

wwhite@maynard.k12.ma.us

- 2. Inquiries shall be submitted no later than Friday, April 19, 2024 at 3PM.
- 3. The Awarding Authority herewith reserves the right to reject any or all bids and reserves the right to waive any informalities in bids submitted, and to accept any bid in whole or in part and to award the contract as it deems to be in the best interest of the School Committee/Superintendent. In any event, the bid will be awarded in accordance with MGL Chapter 30b.
- 4. The School Committee reserves the right to review the financial stability of any and all bidders to assure the District of the bidder's financial ability to fulfill the terms and conditions of the contract over the entire term of the contract.
- 5. The second, third, fourth and fifth years of this contract are contingent upon the appropriation of funds. If funds required for said second, third, fourth and fifth years are not appropriated, this contract shall terminate at the end of the period for which funds have been appropriated and the Contractor's sole remedy shall be payment for services already performed and accepted by the School Committee as of the date of termination.
- 6. The School Department does not assume any responsibility for errors, omissions or misinterpretations which may have resulted in whole or in part from the use of incomplete bid documents to include addenda. The bidder shall immediately report to the Business Manager any ambiguity or inconsistency, which the bidder may discover upon examination of the bid document. The bidder shall submit any questions regarding intent or meaning in writing. The Business Manager shall arrange addendum which shall become part of the contract and specifications; all questions so received, and shall send a copy of addendum to all bidders. Unless such action shall have been taken by the bidder and approval obtained, the bidder agrees with the specifications as written and described. The School Department will not be held accountable for any oral instructions.

I. DEFINITION OF TERMS

1. "Contractor", except where the context otherwise requires, shall mean the corporation or person (s) responsible for the transportation of school children under the proposed contract or Contractor's agent(s).

- 2. "Contract Administrator" shall mean the Superintendent of Schools or other designee of the Superintendent of Schools
- 3. "Town" shall mean the Town Of Maynard, Massachusetts
- 4. "District" shall mean the Maynard Public Schools
- 5. "Cancellation of School" shall mean, cancellation of all buses to and from public schools, all field trips, and all athletic events unless otherwise notified by the Superintendent of Schools or their designee.
- 6. "Basic service" shall mean the provision of daily transportation of student between home and school, excluding transportation to and from athletic events and field trips.
- 7. "Bidder's Authorized Representative" shall mean the bidder's representative authorized to sign all Response Pages and execute a contract on behalf of the Contractor.
- 8. "Supplementary Services" shall mean all billable services, i.e., athletic trips, field trips, etc. which are not included in the Basic Service.

II. GENERAL CONTRACT TERMS

- A. TIME IS OF THE ESSENCE
 - 1. Time is of the essence in the performance of this contract.
 - 2. Buses shall be on the premises of the school building (s) or facilities to deliver pupils in the morning not later than five (5) minutes before the time set for the opening of school and not earlier than twenty (20) minutes before the time set for the opening of school.
 - 3. Buses shall be on the said premises to pick-up pupils in the afternoon not later that five (5) minutes before the time set for the close of school.
 - 4. While "time is of the essence", safety is the top priority of the Maynard Schools in the transportation of pupils.
- B. COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS & POLICY –

The Contractor shall comply With all By-Laws of the Town of Maynard, General Laws and Regulations of the Commonwealth of Massachusetts, Federal Laws and Regulations, and Interstate Commerce Commission Rules and Regulations and all regulations authorized by law, applicable to the provision of such contract.

C. PREVAILING WAGES

The Division of Labor and Industry have determined that prevailing wages are not applicable to this contract, refer to Exhibit A.

D. SUBCONTRACTORS

- 1. It is the preference of the School Committee to contract with one contractor for the completion of all provisions of this contract. In the event it becomes necessary to do so, however, the contractor may petition the School Department to be allowed to subcontract a portion of this contract to another firm. Any such subcontractor must be able to satisfy all terms and specifications of this contract and must be approved by the Maynard School Committee.
- 2. The Contractor's duties and obligations under this contract shall not be assigned or subcontracted to another party without the expressed written consent of the Contract Administrator.

E. HOLD HARMLESS

The Contractor acknowledges and agrees that it is responsible for all of its acts and doings of its employees and agents hereunder as an independent contractor: that it will indemnify and hold harmless the Town of Maynard from any and all loss, damages, costs, charges, expenses, and claims which may be made against the Town of Maynard, or to which the Town of Maynard may be subject, or to the Town of Maynard may be put by reason of any act, action, neglect, omission or default on the part of said contractor, or any of its agents or employees hereunder: and that it will defend any such actions or claims which may be made against said Town and will pay all such costs and expenses of defense including reasonable attorney fees, and the like fees and expenses incidental thereto, and that all the same will be paid to the Town upon demand therefore.

F. EMERGENCY RESPONSE TRANSPORTATION

The Contractor must enter into a Letter of Agreement with regards to Emergency Response Transportation with the Town of Maynard. Agreement shall be submitted on the attached form with bid.

1. Deductions

- 1) Failure to operate
 - (1) No payment shall be made for bus routes not operated during inclement weather or for any cause which is the responsibility of the contractor.

- (2) If the Contractor fails to provide transportation, he will forfeit the amount due for that transported service and shall pay the District any excess costs which the District incurs in order to obtain such transportation.
- A sum not to exceed 150% of the daily bus rate may be deducted from the monthly invoice for each route which the contractor fails to provide for any specified route or previously contracted trip without the previous, express consent of the School Department. This deduction will apply in any instance of "doubling up" on bus routes due to bus failure or a shortage of drivers

G. NON-PERFORMANCE

1. Failure to perform - If the Contractor shall fail to perform services or shall perform services in a manner which is not in conformance with the terms and conditions of this Contract, the Maynard School Committee may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor, and may deduct the cost of any substitute contract, or the damages sustained by the Maynard Public Schools due to non-performance or non-conformance of services, together with the incidental and consequential damages, from the monthly base payment, and may withhold such damages from sums due or to become due.

H. TERMINATION OF CONTRACT

- 1. Notice of Default The Maynard Public Schools may, by written notice to the Contractor, cancel this contract at any time if it is determined by the Maynard Public Schools that the Contractor has defaulted in the performance of this Contract, or has failed in any respect to provide the service with promptness and diligence or in the case of bankruptcy, receivership or a general assignment for the benefit of the contractor's creditors.
- 2. Reliability Repeated, chronic, and/or unexcused school bus lateness, as determined by the Maynard Public Schools, may be considered grounds for contract termination by the Maynard Public Schools.
- 3. The Maynard Public Schools reserves the right to declare this contract null and void by a thirty (30) day notice in writing, should it deem in its judgment that the Contractor is not fulfilling the terms of these specifications.

- 4. Refusal and/or failure of the Contractor to continue to provide the agreed services pursuant to the terms of this contract during this thirty (30) day termination notice shall give the Contract Administrator the right to withhold all payments due the Contractor and to apply said funds for the payment of any interim company providing services until another Contractor is selected.
- 5. In the event this contract is terminated pursuant to Sections H1 through H4 above, the Committee may make any reasonable purchase or contract to purchase services in substitution for services due from the Contactor and may deduct the cost of any substitute contract, or damages sustained by the Committee due to nonperformance or nonconformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

I. REMEDIES OF THE CONTRACTOR

If the Contractor claims any loss or injury resulting to it from any act, omission or neglect of the Maynard Public Schools, its agents or employees, other than a loss on unperformed or non-conforming services (for which the Maynard Public Schools and the Town shall in no event be liable), the Contractor shall, within seven (7) days of the occurrence, deliver to the Contract Administrator a detailed written statement of the loss or injury resulting therefrom.

- 1. No reimbursement shall be made to the Contractor unless the Contractor shall have delivered a written statement as required herein.
- 2. Failure to file such a claim within seven (7) days shall result in waiver of any such claim or claims.

J. PAYMENT

The Contractor shall submit a monthly invoice, on a ten (10) times per year basis, in duplicate, to the School upon completion of the work required by this contract for the month in question.

1. Payment of the amounts due under this Contact, as amended, shall release the Maynard School Committee and the Town of Maynard and their officers, employees, boards, commissions, committees, agents and representative, from any and all claims and liability in any way relating to the Contract or anything done in pursuance thereof.

2. No payment by the School to the Contractor shall be deemed to be a waiver of any rights of the Owner under this Contract or ratification by the Owner of any breach hereof by the Contractor

III. CONTRACTOR'S PERSONNEL

A DRIVERS

- 1. General Responsibilities of the Contractor
 - 1) The Contractor shall submit the names, addresses, social security numbers of drivers when requested by the Superintendent of Schools. The contractor must also screen all school bus drivers by means of conducting a criminal information search. The Contractor shall screen all school bus drivers by means of conducting a review of each drivers' personal driving record and license(s). Such reports are to be kept on file.
 - 2) The Contractor shall make provision for substitute drivers in the event of driver absences.
 - 3) The Contractor is solely responsible for ensuring that the regular and substitute drivers are informed of and fully understand all terms and conditions contained in this contract.

B. SCHOOL BUS DRIVERS

Must be screened by means of conducting a Criminal Offender Record Information (CORI) search to ensure that there is no reason to prohibit contact with children of school age. School Bus Drivers must comply with the Statewide Applicant Fingerprint Identification Services Program.

C. DRIVING RECORD REVIEW

School bus drivers shall be screened by means of conducting a review of each driver's personal driving record and license(s) to ensure a good safety record and that all licenses are valid and in compliance with all Massachusetts laws and regulations.

This documentation must be kept on file.

D. HEALTH

School bus drivers will pass a physical examination including a chest x-ray or tuberculin test conducted by a qualified physician who shall provide a written report that certifies that the employees can meet all the physical and physiological requirements of the position.

E. DRUG SCREENING

Notwithstanding the school to home and home to school exemption, the bidder Provides records that its drivers have tested negative for drug and alcohol use according to Department of Transportation regulations.

F. LANGUAGE PROFICIENCY

In the interest of maintaining the safety and well-being of each transported student, each operator must demonstrate sufficient English proficiency to provide assistance to students and to responding emergency personnel in the event of an emergency situation.

G. APPEARANCE & HYGIENE

All operators shall be properly attired at all times for the performance of the duties specified. This shall include clean clothing in good repair and evidence of good generally accepted personal hygiene. No person evidencing alcohol or drug usage shall be allowed to operate any vehicle under contract to the Maynard Public Schools.

H. PROFESSIONAL CONDUCT

There will be no smoking, eating, or drinking by operators while transporting students. Further, the use of profanity is not permitted.

I. IDENTIFICATION

A photo identification badge shall be worn at all times, prominently displayed, by each operator, identifying the wearer as an employee of the Contractor.

J. SAFETY

1. The contractor will be required to furnish any training or instruction for drivers at no additional cost. This would include any instruction as may be required by the Commonwealth or as requested by the School Department concerning safety procedures or the management of children.

- 2. The contractor must offer a safety program and provide the School Department with a copy of its drug/alcohol education program for its drivers.
- 3. The contractor will also conduct, with the assistance of the drivers, any student evacuation drills as may be required by state law.
- 4. All school bus drivers must have attended a Massachusetts Emergency Responder Training and Drill course sponsored by the Massachusetts Emergency Management Agency.

K. RESPONSIBILITIES & PROCEDURES

- 1. Whenever necessary for safety reasons or traffic flow, direction may be given to the drivers by the School Principals, Superintendent of Schools, Business Manager, or their authorized agents.
- 2. Every driver will comply with all applicable state laws, including the General Laws and the regulations of the Registry of Motor Vehicles applicable to school bus operators.
- 3. District policy (Exhibit C) is explicitly incorporated by reference as a part of this Contract. Same policy may be modified, appended or deleted in whole or in part at the sole discretion of the District.
- 4. Pre-trip inspection
 - 1) Pre-trip inspection and condition reports shall be performed in according to the regulations promulgated by the Registrar of Motor Vehicles and the Commissioner of Public Utilities.
 - 2) Operators shall perform pre-trip inspections of their buses and shall report promptly in writing to the contractor any defects or deficiencies discovered that may affect the safe operation of the bus or may result in its mechanical breakdown or safety-related failure
 - 3) All of the above written material shall be made available to the Superintendent of Schools within twenty-four (24) hours of a written request.

5. Permitted passengers

1) Only those persons authorized by the Superintendent of Schools or their designee shall be transported by the vehicle while performing contracted work.

- 2) No one but the operator shall occupy the driver's seat.
- 6. Unattended vehicles Operators shall not leave a bus unattended when children are in the bus, except that in an emergency, in the driver's judgment, he/she must leave the bus to attend the emergency. In an emergency, the operator's first concern must be for the safety of the children. Buses shall not move until all children are seated.
- 7. Completion of assigned routes The operator shall complete the assigned route for that vehicle. No additions or deletions to the scheduled stops may be made without permission of the Superintendent of Schools or their designee.
- 8. Enforcement of discipline
 - 1) Order on vehicles Drivers shall be responsible for order on the buses.
 - 2) The contractor and drivers will support the enforcement of appropriate rules for student behavior.
 - 3) Operators shall not take disciplinary action against any child. Cases which warrant such action shall be reported immediately to the Principal of the respective school.
 - 4) No pupil will be denied school transportation by a bus driver. Pupils are permitted to transport musical instruments on the bus.
 - 5) No pupil may be put off the bus prior to reaching the pupil's destination
 - 6) Nothing herein shall prevent a driver from reprimanding a child for action that might cause harm to himself or others.
- 9. Special needs Drivers must assist children with special needs as necessary in entering and exiting vehicles.
- 10. Fueling No fueling of the vehicles shall take place while the vehicle is occupied by passengers.
- 11. Reporting irregularities Operators shall report promptly all irregularities, accidents, or incidents by students or parents to the Field Service Supervisor/Dispatcher.

L. RIGHTS OF THE DISTRICT

- 1. Replacement of drivers The Maynard Public Schools has the right to require the contractor to not employ any particular driver or drivers for any of the routes included in this contract. The Schools will give forty-eight hours notice if it requires the replacement of any driver for any reason.
- 2. Maynard Public Schools may cause the immediate dismissal of any bus driver for reasons of carelessness, incompetence, or any other action that it feels impairs the safety and general well being of the students.
- 3. Medical Exams The Maynard Public School's right to require a a medical exam is for the purpose of determining the driver's capacity to perform the duties of a school bus driver. The Contractor shall require all regular and substitute drivers employed by it to have on file a report made by a physician licensed to practice in Massachusetts that he/she is in sound health and capable of performing the duties of a school bus driver
 - 1) The physical examination certificate must be obtained on or before August 1 of the first school (Contract) year and whenever any such bus driver's annual physical examination is performed subsequent to this date over the life of the Contract.
 - 2) Said certificate must be obtained before any route is operated by a bus driver.
 - 3) The Maynard Public Schools reserves the right to require any operator to be medically examined at any time, at the sole cost of the Contractor, by a physician selected by the District.

M. FIELD SUPERVISOR / DISPATCHER

- 1. Any school bus driven by the designated local supervisor will be equipped with an activated cellular telephone. The supervisor shall have the capability of communicating with each in-service school bus through the equipment specified in Section VII,D,3 "Communications".
- 2. The contractor shall maintain a phone number for its dispatcher or daily supervisor. The contractor will ensure that someone is available to answer this telephone between the hours of 6:00 a.m. and 5:00 p.m. each school day.

- 3. The Contractor must maintain an experienced Field Service Supervisor/Dispatcher, exclusively for Maynard Public Schools, with a vehicle, adequate telephone, and two-way radio service.
- 4. Further the Field Service Supervisor/Dispatcher shall be fully licensed for the driving of any of the school bus vehicles should the need arise.
- 5. The Field Service Supervisor/Dispatcher must be in attendance and on duty while any bus is engaged in "to and from" school runs.
- 6. The Field Service Supervisor/Dispatcher must be "on call" and available while any bus is engaged in field trips or athletic events.

N. RESPONSIBILITIES OF THE FIELD SERVICE SUPERVISOR

- 1. Confers with the Superintendent of Schools or their designee on schedules, bus stops, routes, safety matters, and emergencies.
- 2. Investigates and reports complaints, including service irregularities, behavioral problems, bus driver, student or parent incidents and accidents. Reports must be submitted in writing by the next school day to the Superintendent of Schools or their designee.
- 1. Confers daily over the telephone and once per week in person and when requested with the Superintendent of Schools or their designee.
- 2. Oversee proper use of two-way radio communication.
- 3. Develops cooperatively with the Superintendent of Schools or their designate the school bus routes and route schedules. The Superintendent of Schools or their designee reserves the right to rearrange, adjust, or combine routes and schedules when it is in the best interest of the Maynard Public Schools to do so.

O. SAFETY OFFICER

The Contractor shall have a designated safety officer on staff to assist the Maynard Public Schools should the need arise. This person may be asked to certify the safety of school bus stops or a practice that is in question regarding student safety.

P. ACCIDENT REPORTING

- 1. The contractor shall submit to the Contract Administrator written reports of all accidents in which the equipment pertaining to this contract is involved within twenty-four (24) hours of occurrence. All accidents, especially those involving personal injury or property damage, should also be called in to the School's Business Office immediately.
- 2. The Contractor shall immediately make a verbal report to the Superintendent of Schools or their designee in the event of an accident involving any vehicle or passenger. The verbal notification shall be followed by a written report, signed under penalties of perjury by the bus driver involved, within twenty-four (24) hours of the accident detailing the names and addresses of all involved, all circumstances leading up to the accident and the extent of injuries and damages. In addition, the Contractor shall include a copy of the official police report.

IV. VEHICLES & EQUIPMENT

A. AVAILABILITY

- 1. The Contractor is responsible for having at their immediate disposal sufficient additional buses to meet all regularly scheduled services, field trips, athletic events and vehicle breakdowns. Further, these buses shall meet all regular fleet specifications.
- 2. The Contractor shall make provisions for standby buses in the event of breakdowns.
- 3. Vehicles used in the performance of this contract shall be available on a thirty (30) minute notice to provide emergency evacuation of schools. Further, there must be sufficient backup vehicles available to respond to the scene of any breakdown within twenty (20) minutes of that breakdown. Backup or spare buses shall meet all regular fleet specifications. Failure to meet this specification will be penalized in accordance with Article 4.11.

B. GENERAL VEHICLE SPECIFICATIONS

- 1. It is anticipated that four (4) 71-passenger diesel engine buses equipped with automatic transmissions, two-way business band radios or cellular telephones are required to meet the regular daily transportation needs of this contract including kindergarten. The contractor shall also keep in reserve at least one bus which meets these specifications as they may be required to be brought into service in the event of the breakdown of a regularly used vehicle.
- 2. Priority use of vehicles- The Contractor agrees that the Maynard Public Schools shall have priority for the use of each vehicle utilized in the performance of the contract for any additional transportation needs which arise during the course of the contract period.

C. COMPLIANCE WITH APPLICABLE LAWS & REGULATIONS

Each vehicle must satisfy all laws and regulations of the General Laws of the Commonwealth of Massachusetts, the Registry of Motor Vehicles, and the Department of Public Utilities as they pertain to student transportation. Copies of all inspection reports must be submitted to the school committee within five days of the inspection.

- 1. If applicable laws and regulations change during the period of this contract, the contractor will change or modify the equipment to meet such standards at no additional cost to the school department.
- 2. All vehicles shall be constructed, equipped, maintained and operated in conformity with all applicable laws, regulations, and rules of the Commonwealth of Massachusetts and the Registry of Motor Vehicles.
- 3. Each vehicle used in the fulfillment of this contract shall be equipped in according to the most rigid standards applying to safety equipment called for under Commonwealth of Massachusetts law in effect regardless of the year of manufacture of the vehicle.

D. AGE OF VEHICLES

1) Buses to be used in performance of this Contract shall be no more than six (6) years since manufacture at the beginning of each year of this five-year contract, and have no more than one hundred twenty-five thousand (125,000) original miles at the beginning of each year of this five-year contract if they are diesel-powered.

2) Buses up to seven (7) years old may and with less than 125,000 miles be used at any time as spares or for auxiliary services.

E. SAFETY, MAINTENANCE & INSPECTION

- 1. Compliance with applicable laws, regulations and policies
 - a) Equipment changes mandated by the Federal, State, or local laws must be provided by the Contractor. Notification of such changes must be submitted in writing to the Superintendent of Schools within thirty (30) days prior to the law's effective date.

2. General Maintenance

- a) The contractor will maintain all vehicles in good working order and at a cleanliness level acceptable to the School Department. The contractor will pay for all needed repairs and operating expenses.
- b) Vehicles shall be thoroughly swept out on a daily basis and shall be free of dirt and debris at the beginning of each run. Vehicles shall be washed on the outside once a week, weather permitting, including windows and on the inside to the extent necessary to provide a clean and sanitary vehicle. Vehicle shall be maintained free of noxious odors and poisonous gasses at all times.
- 3. Heat and Ventilation All vehicles must be heated and provided with proper ventilation.
- 4. All wheels of every vehicle will be pulled at least once each school year for inspection of brake linings, bushings, lubrications, and general condition.
- 5. Seats All seats (meaning to include seat bench, seat back and rear cushioning) and barricades installed in the vehicle, including driver's seat shall be equipped with non-flammable seat coverings which shall be kept in good repair in accordance with the seat cover manufacturer's specifications. Seats shall be constructed using foam padding of the lowest degree of flame support and smoke generation available.
- 6. Body Work Should a vehicle assigned to service Maynard Public Schools be in need of body repair, this unit will be taken out of service until such repairs are completed.

7. Stop arms - Each vehicle must be equipped with a left mounted, retractable stop arm incorporating two stroboscopic flashing lights.

8. Communications

- 1) Availability All vehicles used in the performance of this Contract shall be equipped with two-way business band radios. The radio communications equipment shall be fully operational and the Contractor's base station equipment must be operated by an individual for whom this task is their principal responsibility whenever work is performed under this contract.
- 2) Back up Spare radio equipment must be available and maintained to ensure that all buses have working two-way communication with dispatchers.

F. IDENTIFICATION OF VEHICLES

- 1. Vehicle identification Each vehicle shall be clearly labeled by an identification number approximately six inches in height on each side, one in the rear and one in the front of the bus on the "passenger's" side of each school bus vehicle in a conspicuous manner.
- 2. Route identification Each school bus vehicle shall display the route number that it is operating in a conspicuous manner with high contrast letters and numerals not less than six (6) inches in height one each side and one in the rear

G. VIDEOTAPING EQUIPMENT (Is Highly Preferred)

- 1. Each vehicle normally used to provide Basic Services shall be equipped with video taping equipment. Said equipment shall be designed specifically for this intended purpose by an industry recognized manufacturer
- 2. The video monitoring system shall have the capability to be operated in such a manner that the bus is being monitored at all times, regardless of whether or not the bus is in motion
- 3. The video surveillance system should capture both the driver's view of the road and an interior view of the bus so that all occupants can be seen.
- 4. The video must be maintained and available to the District for at least 30 days after the date it was recorded

H. GARAGING OF VEHICLES

Contractor assumes all responsibility and liability for the garaging of said vehicles. The Town of Maynard has no garaging facilities available.

I REPLACEMENT VEHICLES

If a bus or buses cannot operate on any school day, the Contractor will provide suitable insured transportation which complies to these specifications at no additional charge to the Town of Maynard.

J. REPORTING

- 1. Bidder will complete the attached form disclosing equipment maintenance and safety information.
- 2. Copies of the inspection reports prepared by Massachusetts Registry of Motor Vehicles personnel regarding the contracted vehicles during the required "School Bus" inspections shall be forwarded to the Superintendent of Schools or their designee no later than ten days following the date of the inspection.
- 3. Vandalism The Contractor must report all cases of vandalism in writing to the Superintendent of Schools or their designee within twenty-four (24) hours of the event. Interior and exterior damages shall be repaired immediately. The Contractor shall assume all costs for repairs due to vandalism or other causes. The Contractor may attempt to recover losses for vandalism from private parties by working through the school representative and the Police Department.

K. RIGHTS OF THE DISTRICT

- 1. Certification of mechanical integrity The Maynard Public Schools reserve the right to require a written certificate at any time from a garage of its choosing that any or all buses provided for service under this contract are in good working order with respect to brakes, lights, horns, mufflers, steering gears, windshield washers, doors, tires, windows, bodies, suspension, and in any other respect.
- 2. Inspection by District The School Department reserves the right to have its authorized agents inspect any bus used to fulfill this contract for the purposes of accepting or rejecting the proposed use of that vehicle.

Rejection of Vehicles - The Maynard Public Schools reserve the right to reject at any time - during the life of the contract any bus offered for service under this contract which the Superintendent of Schools or their designee deems to be unsafe, unfit, and/or not in compliance with the stipulations of the contract.

3. Penalties - The Maynard Public Schools reserve the right to effect unannounced inspections by a person(s) he/she deems qualified, of the Contractor's equipment or vehicles at any time during the life on this contract: no school bus vehicle(s) found to be out of compliance with this contract shall be used to transport pupils under the contract. For each incident where one or more vehicles required to perform school busing under this contract are found to be out of compliance with this contract subsequent to an initial written warning by the Maynard Public Schools, the Contractor may be penalized one hundred (\$100.00) dollars.

V. INSURANCE

A. THE CONTRACTOR SHALL KEEP IN FORCE

At all times on each bus and/or motor vehicle liability insurance in the amount stated in the notice of contract award including \$5,000,000.00, including bodily injury limits of \$1,000,000.00 per incident and property limits of \$5,000,000.00. Workers' Compensation insurance must also be maintained at statutory limits.

B. CERTIFICATES

- 1. The Contractor will provide the School Committee with an annual certificate demonstrating that the insurance is in force.
- 2. The Contractor will provide the Superintendent of Schools with an annual certificate naming the Town of Maynard as an additional insured on the liability policy and demonstrating that the insurance is in force.
- 3. The Contractor shall submit to the Superintendent of Schools or their designee certificates of insurance containing the following language: "No cancellation of, or change, or revision in, the insurance by the Insurer or the Insured, the existence of which Insurance is evidenced by the certificate(s), shall be valid unless written notice thereof is given to the Superintendent of Schools or their designee and the Maynard School Committee at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid and evidenced by a 'return receipt'."

C. FILING OF POLICIES

The Contractor shall file a copy of the insurance policies required to be carried by it under this contract with the Superintendent of Schools or their designee by September 1st of each school year during the period of the contract.

VI. PRICE FLUCTUATION -

- A. This clause will apply only when the base price increases or decreases more than \$0.75 per gallon variation from the base price of fuel noted above the monthly price of Ultra-LowSulfur Diesel (15ppm and under) for the New England area as posted by the U.S. Energy Information Administration (EIA) www.eia.gov. It is agreed that if, during the term of the contract, the monthly price of fuel increased or decreased by more than \$0.75 per gallon above or below the base price, then the District will reimburse to the Contractor the difference calculated at the end of each month or the adjustment will be made by the contractor on the monthly invoice in the case of a fuel decrease.
 - Price change will be determined on the first business day of each month using the below referenced index and once determined shall remain fixed for the entire month. Compensated charges or credits will be based only on the cost of fuel in excess of the \pm \$0.75 per gallon limit.
- B. Base Price -The base price of diesel fuel at the time of the bid shall be established on August 1st of the first contract year. A \$0.75 threshold will be applied.
- C. Calculations For the calculation of this clause, the following factors have been determined:
 - 1. Total daily mileage = 150 live miles per day
 - 2. Average miles per gallon = 8 miles/gallon
 - 3. Days = number of school days in the month
- D. Documentation Should it become necessary to enlist the above measure, the vendor will forward to the Superintendent of Schools, or his designee, a copy of this report that will verify the additional expense.
- E. Vendor will include appropriate documentation that establishes the above fuel cost

VII. ROUTES & SCHEDULES

A. GENERAL CONDITIONS

- 1. Scheduling Routes are to be scheduled so that buses do not arrive at a school more than 15 minutes before the normally scheduled opening, nor may they leave at dismissal time until directed to do so by authorized school personnel.
- 2. The contractor must assist the School Department in the establishment of routes and time schedules for regular daily transportation of students.
- 3. The School Department has the right to review and if deemed necessary revise the projected routes prior to their being finalized and published.
- 4. At any other point of time that the contract is in effect and it is found to be necessary to modify said school bus route schedules to provide safe, efficient student transportation service, such modifications will be made.
- 5. In the event that such changes become a reality, the contractor will provide the school department with a revised transportation schedule that will include updated information.
- 6. The contractor may not change school bus routes without the permission of the School Department.

B. POSTING OF ROUTES

A copy of specific bus routes shall be maintained in each vehicle for ready reference by the operator.

C. THE CONTRACTOR SHALL PROVIDE

- 1. If requested by the School Department, written reports of the number of students riding on each school bus monthly. This information shall be forwarded to the Contract Administrator. The report will include, by location, the average number of students transported by school bus during that time period.
- 1. A final year-end report that compiles this data, if requested, will be provided each year that this contract is in effect.
- 2. This data should be forwarded to the Superintendent of Schools' office by June 30 of that school year.

D. BREAKDOWS: COVERAGE & SUBSTITUTIONS

- 1. Combining routes prohibited Drivers shall not under any circumstances combine bus routes of a driver not being available or a bus breakdown without the expressed permission of the Principal of the school involved and/or the Superintendent of Schools or their designee.
- 2. Provisions for coverage The Contractor shall make provision for substitute drivers in the event of driver absences. The Contractor shall make provisions for standby buses in the event of breakdowns.

3. Communications

- a) In the case of bus breakdowns, the driver or Contractor shall communicate by telephone and/or two-way radio to the school involved, the Administrative Office, and the local police department, the nature of the breakdown and the exact location of the disabled vehicle.
- b) Further, the Contractor shall make known to the Principal(s) of the school(s) involved and/or the Superintendent of Schools or their designee and the local police department the arrangements being made to rectify the situation and what delay (if any) will be incurred. If the Contractor is unable to service a particular route in a timely fashion, adjustments and/or penalties will be made in accordance with Article 4.11. If no substitute bus service is arranged, a prorated deduction will be made to the contract price.

E. Regular Day Transportation

- 1. School Needs Projections
 - a) MAYNARD HIGH SCHOOL,

1 TIGER DRIVE @ GREAT ROAD

GRADES: 9-12 PROJECTED ENROLLMENT: 305

HOURS IN SESSION: 7:45 A.M. - 2:05 P.M.

It is projected that four (4) 71-passenger buses averaging ten (10) miles round- trip daily will be required for the regular daily transportation.

b) FOWLER MIDDLE SCHOOL,

3 TIGER DRIVE @ GREAT ROAD

GRADES: 4-8 PROJECTED ENROLLMENT: 475

HOURS IN SESSION: 8:05 A.M. - 2:25 P.M.

It is projected that four (4) 71-passenger buses averaging eleven (11) miles round-trip daily will be required for the regular daily transportation.

c) GREEN MEADOW ELEMENTARY SCHOOL,

5 TIGER DRIVE @ GREAT ROAD

GRADES: K-3 PROJECTED ENROLLMENT: 410 HOURS IN SESSION: 8:30 A.M. – 2:50 P.M.

It is projected that four (4) 71-passenger buses each averaging eleven (11) miles daily round-trip will be required for the regular daily transportation.

d) There is an **early release** schedule in effect during the school year. The schools will have approximately 24 such days and will be dismissed at:

Maynard High School – 10:55 a.m. (see School Calendar),

Fowler Middle - 11:15 a.m., and

Green Meadow - 11:45 a.m. The early release schedule may change without notice.

e) The School Calendar for the 2024-25 school year may be found in Exhibit D.

F. LATE BUS

Additional Alternate (1) bid to the base transportation bid.

Please provide separate pricing.

- 1. 2 late bus scenarios shall be submitted.
 - 1) Up to 2 buses, 5 days a week, for students in grades 4 through 12 at 3:30pm at the Fowler School with limited stops.

2) Up to 2 buses, 3 days a week for students in grades 4 through 12 at 3:30 at the Fowler School with limited stops.

Please list your pricing per bus per day for each option.

G. ADDITIONAL ALTERNATE (2) BUS OPTION

As we anticipate an increase in bus ridership, please provide an alternate separate quote for an additional bus (fifth bus) that we may use for the full school year if the number of students requesting a bus requires it.

Format pricing in the same manner as used for the base bid.

H. ATHLETIC TRIPS

1. Needs projections –

During the sports seasons, athletic buses are required each week for after school athletic trips. There are days when one or two buses may be required, but most days require only one bus. Schedules are available and will be provided to the on-location supervisor in advance of each session. Some of the towns/schools in our athletic district include Assabet, Ayer, Bromfield, Clinton, Groton-Dunstable, Littleton, Tahanto, and West Boylston.

2. Alternate vehicles –

Due to the small size of many of the athletic teams, the contractor may bid to provide buses other than the 71-passenger buses specified above. The use of any such bus must have the specific approval of the Maynard School Department. Approximately 100 athletic trips are scheduled each school year.

I FIELD TRIPS

The number of field trips varies from year to year, but might average one per week in the fall and spring. Trips are normally scheduled so that the students leave the school after the normal opening time and return for regular dismissal, so that buses and drivers are available for the regular daily runs. Approximately 40 field trips are scheduled each school year.

J. PRACTICE RUNS

All drivers will practice driving their routes two (2) times in the week preceding the start of school in September each school (contract) year. During the school year, any new driver (to a particular route) will practice driving a route two (2) times within the preceding week before they are allowed to transport children on that route if such a driver change is foreseen more than twenty-four (24) hours in advance of such a driver change. There shall be no charges for these practice runs.

All driver changes will be documented in writing by the Contractor starting at what time the Contractor was notified of the necessity for a driver change.

K. RIGHTS OF THE DISTRICT

- 1. The Maynard School Department reserves the right to contract both athletic and school field trip transportation with other vendors if found to be in the best interest of the School Department. This provision will be implemented in the event that the selected contractor is unable to provide required service at specified hours
- 2. The Superintendent of Schools or their designee shall have the authority to make such changes as are deemed necessary in adjusting routes, times, buses, and dates, requiring special vans for wheelchairs or any other matters affecting the specific individual needs of the students such as severity or type of handicap, age, fatigue, medication, or discipline. Said changes shall be implemented within five (5) school days or at a later time with the District's approval.
- 3. The Superintendent of Schools or their designee has authority to cancel or delay or early release the opening and closing of schools for any reason, e.g. inclement weather, power outage and building damages. There shall be no additional charges for cancellations, delays or early release.
- 4. Cancellation The Superintendent of Schools or their designee may cancel a field trip or athletic event for any reason by notifying Contractor one (1) hour prior to the departure time at no cost to the Town of Maynard.

VIII. EMERGENCY RESPONSE AGREEMENT

See Attachment 1 - Letter of Agreement - Emergency Response Transportation.

IX. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

A. KNOWLEDGE OF APPLICABLE LAWS, REGULATIONS & POLICIES

The contractor will be responsible for the knowledge of and compliance with all appropriate laws and regulations which may govern the transportation of children under this contract, including School Department policies promulgated by the Maynard School Committee which may change from time to time (see exhibit C).

B. STUDENT EDUCATION

The vendor will develop and provide a student school bus safety program that will be presented at the elementary level at least two times each school year. Such programs will be scheduled with that building's principal. This program will include the model radio-operated school bus.

- 1. The Contractor must offer a safety program and provide the Maynard Public Schools with a copy of its drug/alcohol education program for its drivers.
- 2. Safe riding training Twice each school year (September and April) all public and private students shall be instructed in safe riding practices and participate in evacuation drills. The Contractor shall provide adequate buses and instructors at no cost to the Town of Maynard for the safety programs.
- C. The vendor will supply a representative to attend several scheduled meetings throughout the school year where student transportation will be highlighted. The School Department reserves the right to select the individual that will address such organizations.

D. STATISTICAL REPORTING

The Contractor shall submit any information required to complete Massachusetts Department of Education reports.

E. PUBLIC RELATIONS

The Contractor shall cooperate with the Maynard Public Schools in establishing and maintaining a good public relations program with the community and the news media so that any pertinent information materially affecting contracted school bus transportation services can be quickly and effectively disseminated to the public.

X. ADDITIONAL CONTRACT TERMS

A. STATE LAW PREVAILS

This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause or Article which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause.

B. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the services embraced in this contract.

C. SEVERABILITY

In the event that any Article or paragraph of this contract is invalid, the remainder of the contract shall continue in force and effect so long as the contract still expresses the intent of the parties.

D. CONTRACT IN ENTIRETY

The contract sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein and merges all prior discussions between them; neither party shall be bound by any definition, condition, warranty or representation other than as expressly set forth in the contract, or as subsequently set forth in writing signed by the parties to be bound thereby.

Exhibit A

Labor & Industries Letter RE Prevailing Wages

Prevailing wage schedule for Wage Request number :20240221-063 External Inbox

pwa@noreply.mass.gov

This Official Notice is sent in response to your request for the Department of Labor Standards (DLS) to determine the rate of pay for school bus drivers to be included in the upcoming school bus transportation contract.

Under G.L. c.71,s7A, DLS is required to set the rate for school bus drivers when the municipal population equals or exceeds 16,000. According to the most recent data published by the U.S. Department of Commerce, Bureau of the Census, the total population for your contract does not equal or exceed 16,000. Therefore, in this case, no rate of pay can be set by DLS.

A copy of this Notice should be made available to all prospective bidders to affirm that no rate of pay can be prescribed in accordance with G.L.c. 71, s.7A

THIS IS A SYSTEM-GENERATED EMAIL. PLEASE DO NOT REPLY TO THIS EMAIL. TO CONTACT DLS REGARDING PREVAILING WAGE MATTERS PLEASE CALL: 617.626.6953

Exhibit BSupplementary Transportation Billing Form

Date of #	#of Buses	Origination	Destination Pickup Time Retum Ti	Pickup Time Retum Time	Retum Time	Standing Total Time	Total Mileage	Charge S S S S S S S S S S S S S S S S S S S	Driver Initial
								V V V V V V	
								v v v v	
								v v v v	
								V V V	
								S	
								S	
								1	
								\$	
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								\$	
								\$	
								\$	
								\$	
					Total:			\$	
Department Head Approval	ad Approv	al							
Account Line to be Charged (school use):	be Charge	d (school use):							

Exhibit C

Maynard Public Schools School Bus Policy



Maynard Public Schools

XI. 3R Tiger Drive, Maynard MA 01754

STUDENT TRANSPORTATION SERVICES

Replaced Maynard School Committee Policy #311

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, in accordance with the General Laws of the Commonwealth of Massachusetts.

The school district will contract for transportation services. The District will award contracts on a competitive bid basis. Bus contractors and taxi contractors, 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
- Insurance coverage
- 7. Adherence to local regulations and directives as specified in bid contracts

The Superintendent and/or their designee, 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

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; 74:8A; 76:1; 76:12Bi; 76:14

CROSS REF.: EEAA, Walkers and Riders

EEAA-P: Walkers and Riders

XII. NOTE: For additional information, refer to <u>Guidelines to School Transportation Services in Massachusetts</u>, published by the Department of Education in 1975.

ADOPTED: 10/1/20

File: EEA

Exhibit D 2024-25 School Year Calendar

Maynard Public Schools

		(19 days)												
		J٤	ıly'	24				January '25						
Su		Tu	W	Th		Sa	2024-2025	Su		Tu	W	Th		Sa
	1	2	3	4	5	6					1	2	3	4
7	8	9	10	11	12	13		- 5	6	7	8	9	10	11
14	15	16	17	18	19	20	Green Meadow School, 5 Tiger Dr. (978) 897-8246	12	13	14	15	16	17	18
21	22	23	24	25	26	27	Fowler School, 3 Tiger Dr. (978) 897-6700	19	20	21	22	23	24	25
28	29	30	31				Maynard High School, 1 Tiger Dr (978) 897-8891	26	27	28	29	30	31	
							Student Services Office, 3R Tiger Dr (978) 897-2138							
	(2 S	days	s - 4	Tida	y)		Superintendent's Office, 3R Tiger Dr (978) 897-2222	(15 days)						
	- 4	∖սք	jusi	t '24	,				F	ebr	uar	y '2	5	
Su	M	Tu	W	Th	<u>_F_</u>	Sa	STARTING/END DATES	Su	M	Tu	W	<u>Th</u>	F	Sa
				1	2	3	Aug 26 Teachers Return (PD)							1
4	5	6	7	8	9	10	Aug 27 Teachers Professional Development Day	2	3	4	5	6	7	8
11	12	13	14	15	16	17	Aug 28 Hirst day of school for Grades K-12	9	10	11	12	13	14	15
18	19	20	21	22	23	24	Sep 3 First day for Preschool	16	17	18	19	20	21	22
25	26	27	28	29	30	31	Jun 10 Last day for Preschool & Kindergarden *	23	24	25	26	27	28	
							Jun 17 Tentative Last day of school Grades 1-12 *							
		(20 (days)			* last day subject to change due to snow days			(21	days)	l		
	Se	pte	mb	er'	24		May 30 MHS Seniors' Last Day			Mai	rch	'25		
Su	М	Tu	W	Th	F	Sa	Jun 25 185th day	Su	М	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	Jun 30 Potential Contingency Days							1
8	9	10	11	12	13	14		2	3	4	5	6	7	8
15	16	17	18	19	20	21	NO SCHOOL - HOLIDAYS, VACATIONS,	9	10	11	12	13	14	15
22	23	24	25	26	27	28	FULL DAY STAFF PROFESSIONAL DEVELOPMENT	16	17	18	19	20	21	22
29	30						Aug 30 Labor Day Weekend	23	24	25	26	27	28	29
							Sep 2 Labor Day	30	31					
		(22	Davs	()			Oct 14 Indigenous Peoples' Day			(17	days	١		
				r '2	4		Nov 5 Election Day - Teacher Professional Day	April '25						
Su	М	Tu	W	Th	F	Sa	Nov 11 Veterans' Day	Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5	Nov 27 - 29 Thanksgiving Break			1	2	3	4	5
6	7	8	9	10	11	12	Dec 23 - Jan 3 Winter Break	6	7	8	9	10	11	12
13	14	15	16	17	18	19	Jan 20 Martin Luther King, Jr. Day	13	14	15	16	17	18	19
20	21	22	23	24	25	26	Feb 17 - 21 February Break	20	21	22	23	24	25	26
27	28	29	30	31			Apr 21 - 25 Spring Break	27	28	29	30			
				٠.			May 26 Memorial Day				- 00			
	/16 9	3 - 1	7 T	days	1		Jun 19 Juneteenth			/21	days)			
	•			er "			Please see back for observances				ay "			
Su			W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa
Juli		10			1	2	EARLY RELEASE Days - LAST YEAR	- Ju	177	10		1	2	3
3	4	5	6	7	8	9	Sep 13 Early Release - All Schools	4	5	6	7	8	9	10
10	11	12	13	14	15	16	Sep 27 Early Release - All Schools	11	12	13	14	15	16	17
17	18	19	20	21	22	23	Oct 18 Early Release - All Schools	18	19	20	21	22	23	24
24	25	26	27	28	29	30	· · · · · · · · · · · · · · · · · · ·	25	26	27	28	29	30	31
24	20	20	21	20	29	30	Oct 25 Early Release - All Schools (GM & FS Conferences)	25	20	21	20	29	30	31
							Dec 6 Early Release - All Schools			44.0				
		(15 days) Dec 13 Early Release - All Schools (12 days) December '24 Jan 31 Early Release - All Schools June '25												
					24		Jan 31 Early Release - All Schools							
Su	M	Tu	W	Th	F	Sa	Feb 7 Early Release - All Schools	Su	M	Tu	W	Th	- F	Sa
1	2	3	4	5	6	7	Mar 14 Early Release - All Schools (GM Conferences)	1	2	3	4		(6)	7
8	9	10	11	12	13	14	Apr 11 Early Release - All Schools	8	9	10 چئينور	11	12	13	14
15	16	17	18	19	20	21	Mar 28 Early Release - All Schools	15		£173		19	20	21
22	23	24	25	26	27	28	May 9 Early Release - All Schools (and MHS Prom)	22	23	24	25	26	27	28
29	30	31					May 16 Early Release - All Schools (Sr. Project Day)	29	30					

School Committee Meetings are held twice a month. See https://www.maynard.kl.2.ma.us/page/school.committee for more information.

Approved by School Committee on 1/11/2024

Response Page A

Bid Submission Check List:

Bidder is registered as having attended pre-bid conference
One original signed bid includes all pages (50 pages)
Bid surety for ten thousand dollars (\$10,000.00) in form of bid bond, cashier or certified check
List of Massachusetts schools presently or previously under contract
Signed certificate of non-collusion (Response Page B)
Signed certificate of tax compliance (Response Page C)
Signed indemnification (Response Page D)
Completed and signed Assurance of Non-Discrimination (Response Page E)
Completed and signed School Transportation Bid Non-Default Certificate (Response Page F)
Signed and completed Pricing page (no blank spaces - Response Page E)
Signed and completed Emergency Response Agreement (Attachment 1)
Signed and completed Student Transportation Bid Form (Attachment 2).
Signed and completed Student Transportation Equipment Maintenance and Safety Information (Attachment #3).

Response Page B

CERTIFICATE OF NON-COLLUSION

School Committee Maynard Public Schools c/o Business Manager 3-R Tiger Drive Maynard, MA 01754

The applicant hereby certifies that under penalties of perjury at the conclusion of the application to bid that there have been no substantial changes in its financial position or business organization other than those changes noted within the application since the applicant's most recent prequalification statement and that the bid to be made will be in all respects bona fide, fair and made without collusion or fraud with any other person. "Person" here means any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

Signature:	
Name:	
Company Name:	
Telephone:	

Response Page C

CERTIFICATE OF TAX COMPLIANCE

Pate:
ursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), the undersigned acting on behalf f the Contractor certifies under the pains and penalties of perjury that, to the best of the undersigned knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to exes, reporting of employees and Contractors, and withholding and remitting child support.
ompany Name:
treet Address:
ity/Town, State, Zip:
elephone Number:
SN# or FID#:

Response Page D

Indemnification

The Contractor acknowledges and agrees that it is responsible for all of its acts and doings of its employees and agents hereunder as an independent contractor: that it will indemnify and hold harmless the Town of Maynard from any and all loss, damages, costs, charges, expenses, and claims which may be made against the Town of Maynard, or to which the Town of Maynard may be subject, or to the Town of Maynard may be put by reason of any act, action, neglect, omission or default on the part of said contractor, or any of its agents or employees hereunder: and that it will defend any such actions or claims which may be made against said Town and will pay all such costs and expenses of defense including reasonable attorney fees, and the like fees and expenses incidental thereto, and that all the same will be paid to the Town upon demand therefore.

Signature of Authorized Representative:	
Print Name:	
Title:	
Company Name:	•
Address:	

Response Page E

ASSURANCE OF NON-DISCRIMINATION COMPLIANCE

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, national origin, handicap, age or sex, in any of the following areas:

	Recruitment, hiring, upgrading, promotion, whether for full-time or part-time employment, consideration for demotion, transfer, lay-off, or hiring.
	Rates of pay or any other form of compensation and change in compensation.
	Job assignments and seniority status.
	Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
	Fringe benefits available by virtue of employment, whether or not administered by the recipient.
	Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
	Employer-sponsored activities, including social or recreational programs.
	Any other term, condition or privilege of employment.
BIDD	ER (COMPANY) NAME:
Name	(Print):
TITLI	Ξ
SIGN	ATURE
DATE	

Response Page F

SCHOOL TRANSPORTATION BID NON-DEFAULT CERTIFICATE

The undersigned certifies under penalties of perjury that the corporation or company submitting this bid has not defaulted nor been terminated for cause on any contract in Massachusetts in the last five (5) years.

BIDDER (COMPANY) NAME:	
TYPED NAME OF PERSON AUTHORIZED TO SIGN	
TITLE	_
SIGNATURE	-
DATE	

Response Page G

		Pri	cing		
		Per Bus Per Day	·s*		
		\$ 3 Million I			
		Grades Per Bus Per Day		vs	
				, ~	
Basic Services 2024/25		\$			
Basic Services 2025/26		\$			
Basic Services 2026/27		\$			
Basic Services 2027/28		\$			
Basic Services 2028/29		\$			
Total Base Bid	! :	\$			
Athletic Trips 2024/25	\$		\$		Minimum Chg \$
Athletic Trips 2025/26	\$	Per Hour	\$	Per Mile	Minimum Chg \$
Athletic Trips 2026/27	\$	Per Hour	\$	Per Mile	Minimum Chg \$
Athletic Trips 2027/28	\$	Per Hour	\$	Per Mile	Minimum Chg \$
Athletic Trips 2028/29	\$	Per Hour	\$	Per Mile	Minimum Chg \$
Field Trips 2024/25	\$	Per Hour	\$	Per Mile	Minimum Chg \$
Field Trips 2025/26		Per Hour	\$		Minimum Chg \$
Field Trips 2026/27	Φ	Per Hour	\$		Minimum Chg \$
Field Trips 2027/28	\$	Per Hour	\$	Per Mile	Minimum Chg \$
Field Trips 2028/29	\$	Per Hour	\$		Minimum Chg \$
Gas Price Index	\$				
*In any given year during t number of regular route bu			Public Sch	nools may need to inc	rease or decrease the
Signature of Authorized Re	presentative	:			_
Print Name:					_
Title:					

Maynard Local Emergency Planning Committee (hereinafter "MLEPC") and

Attachment #1

LETTER OF AGREEMENT EMERGENCY RESPONSE TRANSPORTATION

	(hereinafter the "Company) agree that:
1.	The MLEPC will, in the event of an emergency, request the Company to provide vehicles and vehicle operators and/or crews to assist in the emergency evacuation of schools, day care centers, nursing homes, and other designated facilities, as well as special needs and general population determined to be transportation dependent.
2.	MLEPC will, in the event of an emergency, notify the Company of the need for its services according to established procedures and in order of preference listed below.
3.	The Company will provide emergency assistance transportation in the event of a request from MLEPC.
4.	MLEPC may provide emergency response training to vehicle operators and other emergency evacuation personnel of the Company, and the Company understands that it will be asked to participate in such training, and occasionally in emergency evacuation drills and exercises.
5.	The Company will make the vehicle operators and other emergency evacuation personnel aware of the Company's commitment to provide vehicles and vehicle operators in the event of an emergency evacuation. The Company's vehicle operators and other emergency evacuation personnel will participate in emergency response training, and may participate in occasional drills and exercises.
6.	It is understood that the Company's drivers will be compensated at their regular pay rate for their participation in training. It is further understood that the Company shall absorb the cost for driver training and any cost incurred in response to an actual emergency or an exercise.
7.	The Company will notify MLEPC of any changes in available resources or contact person information. (Send to Maynard Local Emergency Planning Committee, c/o Maynard Fire Department, Maynard, MA 01754)
Cor	mnany Name
Ow	npany Name:
Ma	iling Address:
	·
CC	ONTACT PERSONS (In order of preference):
1.	Telephone (D):
	Beeper:
2	T-11 (D).
2.	Telephone (D):
	(N):

Letter of Agreement (continued) Dispatch Location # of Vehicles Type/Capacity # of Drivers Each Vehicle of Vehicles Available Available Private line _____ Hz Radio Communication: Freq TX Hz Est. # of vehicles with drivers available during normal business hours: *EMT *EMT *EMT *EMT Vehicle Type 1 Hour 3 Hours 30 minutes 2 Hours **TOTAL** Est. # of vehicles with drivers available outside of normal business hours: *EMT *EMT *EMT *EMT Vehicle Type 1 Hour 2 Hours 30 minutes 3 Hours **TOTAL** * ESTIMATED MOBILIZATION TIME (EMT) - Defined as the time between the company's receipt of request to mobilization and the time vehicles and drivers are expected at their assigned plan location and ready to provide assistance. **MLEPC** COMPANY Signature: Signature:

Attachment #2 MAYNARD PUBLIC SCHOOLS STUDENT TRANSPORTATION BID FORM

Name of firm:
In business under this name since:
Business Address:
Type of ownership:
Owner/President:
Local Office:
Local Telephone Number:
Local agent and title:
Currently held transportation contracts in Massachusetts:
Name and Address of firm which will provide performance bond:
Name and Address of insurance company and agent:
Included with this bid is the following information:
Information on our drug/alcohol testing and education program
A copy of the base diesel fuel price as of May 1, 2024

Attachment #3

MAYNARD PUBLIC SCHOOLS STUDENT TRANSPORTATION BID FORM

EQUIPMENT MAINTENANCE AND SAFETY INFORMATION

MAINTENANCE FACILITY LOCATION:
STAFFING:
CAPABILITY:
DESCRIPTION: Preventative Maintenance Program
DESCRIPTION: Training and Safety Programs for Drivers
OTHER PROGRAMS:
Signature
Title
Company
Business Address