

informed of and agrees to comply with pertinent Federal, State, and Municipal laws and ordinances, and rules and regulations in any manner affecting the services to be performed under this contract.

1.05 The Wellesley Public Schools is soliciting bids hereunder in order to comply with the provisions of

2.03 The successful bidder may not sublet, sell, transfer, assign, or otherwise dispose of any portion of the contract without express consent of the Wellesley Public Schools07rWellesley

or as soon as any needed rescheduling can be planned and publicized. A resulting increase in cost shall be on a Per Vehicle Basis (§2.10 A), unless otherwise mutually agreed upon.

A. Per Vehicle Basis:

Increases which result in an increase of one or more vehicles shall cause an increase in compensation. The compensation increase shall be calculated on the basis of the average sum billed per similar bus per day for the regular day service (exclusive of special run calculated charges). The exception to this compensation rate shall be for the case when a bus is being added which was previously taken away, and in this case, the money added is the money that was taken away.

2.11 The Contractor must supply an office mailing address and a local telephone number for the schools and the Director of Transportation through which the school department may make **IMMEDIATE** contact with the owner or his agent during the hours in which schools, busing hereunder, or the Transportation Office is in operation. The owner or his agent must be willing to appear for conferences with the School Committee and/or School Administrators as necessary and as requested.

2.12 Overnight parking for those buses that service the regular AM and PM portion of this contract for Wellesley Boston resident students will be provided at no additional charge by the Contractor. Such bus parking and/or storage must be located in an area so that any bus can reach a point of pickup, on its regular daily route, within twenty minutes.

The Town will provide in-town parking for those buses that service the regular AM and PM portion of this contract for Wellesley Boston resident students for in-town transportation needs. In the event that the current in-town parking arrangements are no longer available, a new location will be negotiated at the discretion of the Wellesley Public Schools.

The Contractor shall be responsible for maintaining the parking area in a clean and sanitary manner. Plowing of snow between the buses and in the immediate bus parking area shall be the responsibility of the Contractor. The fueling of the buses on Town property is prohibited. A field officer and a trailer will be required and must be located off of the pavement in the school bus parking area.

2.13 The successful bidder shall be responsible for prompt payment of all vehicle taxes due to the Town of Wellesley except where the vehicles may not be garaged with the Town of Wellesley. The Contractor shall provide the paperwork evidencing excise tax payment to the Director of

Contractor will assume the cost for any/all alternate transportation; such costs will be deducted from sums due or to become due to the Contractor. The School Administration must thoroughly investigate each incident and satisfy itself of Contractor error before making such deductions. Other remedies, such as those in sections 10.01 through 10.04, Remedy and Law, shall also remain available and operative. The intent of this section is to forcefully elicit timely transportation. The Wellesley Public Schools shall take into account unusual weather and traffic conditions that are

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2.15 The length of the school year is expected to be 180 days. Should transportation be required less than 175 or more than 185 days during the school calendar year the Contractor and the Wellesley Public Schools will establish charges for the less than 175 or more than 185-day period.

2.16 The Wellesley Public Schools will pay monthly for all services rendered under the contract upon the receipt and approval of invoices. Monthly invoices will list the number of buses, by day, by route and charges to be applied. Any additional charges will be noted separately by date, bus or route number, and the rate with the reason to be stated.

3.00 ABILITY TO PERFORM

3.01 The Wellesley Public Schools reserves the right to investigate the financial responsibility for any or all bidders to determine what assurance the Wellesley Public Schools may have of the

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4.00 EQUIPMENT

4.01 The anticipated number of buses required for regular AM and PM is 18 buses (4 buses for AM/PM METCO UHU o under section 4.04. Annually, the number of buses required for school transportation may vary.

4.02 All buses shall be constructed, equipped and maintained in conformance with all applicable laws, regulations, and rules of the Federal Government, State and Local Government and the Registry of Motor Vehicles. Chapter 90 of the General Laws of the Commonwealth of Massachusetts highlighted below:

1. Section 1: Definitions
2. Section 1A: School Bus Registration
3. Section 7A: Inspection of School Buses
4. Section 7B: Equipment and Operation of School Buses
5. Section 7C: Minimum Standards for Construction and Equipment of School Buses
6. Section 14: Precautions for Safety
7. Section 17: Speed Limits

Buses furnished must comply with the General Laws of the Commonwealth of Massachusetts and Massachusetts

All buses are subject to the approval of the Director of Transportation. The Contractor shall allow the Director of Transportation, School Committee, Superintendent of Schools and/or his designee proper access to garages and buses for the purpose of inspection of any and/or all vehicles. Buses that have been disapproved by the Director of Transportation for reasons of unsuitability, or non-conformity with the contract specifications, shall not be used in connection with this contract. The Contractor shall not be allowed extra time or compensation for the replacement of any vehicle that has been rejected by the Wellesley Public Schools or Registry of Motor Vehicle officials.

- 4.03 All bidders must certify in the bid documents whether the vehicles are owned, to be purchased, leased, or to be leased, on the form provided.
- 4.04 Each bid should be based on using 77-passenger yellow, flat nose buses with front diesel engines. Bidders should state the name of the manufacturer and year of manufacture (see §4.08) on the form provided, if this information is known at the time of the bid. Otherwise, the bid will be considered on the basis of the minimum requirements of these specifications.
- 4.05 The Contractor is to submit a list to the Transportation Department before the first full week of transportation under this contract and before September 1st for each successor year under the contract.

Photocopy of Registration which should show (if not then otherwise inform):

Wellesley Public Schools Transportation office.

6.08 The Contractor is required to have a driver Substance Abuse Policy for the duration of the contract

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all times, comply with any and all such COVID Government Ord00090ch.1(an)4Anrn with4(ernt Or2(w2((ath))2(v

8.00 INSURANCE

8.01 At all times during the term of this contract, the Contractor shall keep in force insurance coverage as follows, with the Town named as an additional insured:

<u>General Liability</u>	<u>Minimum Insurance Limits</u>
Bodily Injury & Property Damage	\$1,000,000
Aggregate	\$3,000,000

<u>Automobile Liability</u>	<u>Minimum Insurance Limits</u>
Automobile	\$1,000,000

<u>Umbrella Liability</u>	<u>Minimum Insurance Limits</u>
Umbrella	\$5,000,000
Aggregate	\$5,000,000

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Coverage for all employees in accordance with Massachusetts General Laws

<u>Professional Liability</u>	<u>Minimum Insurance Limits</u>
Errors & Omissions	\$2,000,000
Aggregate	\$2,000,000

Coverage for Abuse & Molestation is included under Auto and General Liability policies. Such coverage must be in accordance with Massachusetts General Laws relating to school transportation.

8.02 The Contractor shall indemnify, defend and hold the Town of Wellesley harmless for any and all claims, loss, cost, expense, or damage of any kind resulting or arising from this contract by the Contractor, his agents, or employees.

8.03 The Contractor shall provide a certificate of insurance to the Director of Transportation prior to the start of the contract year and on each policy renewal date.

9.00 BILLING AND PAYMENT

9.01 Once monthly, the Contractor shall submit invoices to the Town. Invoices shall itemize and document all charges. Payment shall be due within thirty (30) days after the Town receives a

10.00 REMEDY AND LAW

- 10.01 In the event the Contractor is unable to furnish transportation temporarily, the Transportation Department is authorized to hire a vehicle or vehicles for such time is necessary, and the Contractor shall pay the cost of this emergency service. Nothing herein shall be construed to eliminate or diminish the obligation of the bonding company if any.
- 10.02 If Contractor fails to perform services or performs service in a manner which is not pursuant to the terms and conditions of this contract, Wellesley Pubic Schools may make any reasonable purchase or contract to purchase services in substitution for service due from the Contractor and may deduct the cost of any substitute contract or damages sustained by Wellesley Public Schools due to non-performance or non-conformance of services, together with incidental and consequential damages, from sums due or to become due.
- 10.03 If the damages sustained by Wellesley Public Schools, as determined by the Assistant

12.00 SEVERABILITY

12.01 This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of said clause and the rest of the agreement shall remain in force.

13.00 METCO TRANSPORTATION AND ADDITIONAL METCO SERVICES

13.01 The Wellesley METCO Director will hire bus monitors at their discretion and will be responsible for directing and supervising the bus monitors. The monitors will be responsible for maintaining order and enforcing safety rules. The monitors will be responsible for reporting discipline concerns and/or actions taken (§6.13) to Wellesley Public Schools. All monitors will be picked up at the first stop of their assigned route in the morning and dropped off at the last stop of their assigned route in the afternoon, on a daily basis.

13.02 If the Boston resident _____ /guardian is not at the bus stop for a particular student, the driver may transport the student to an alternate Boston location (TBD). Contractor will provide a quote for transportation to the alternate Boston location. This quote shall be the amount due to the Contractor should METCO guardian Lqh11(o)-5(na(ldu)3(war)fe)1ca12(ke)-3(n)3(())3(war-

- 14.02 Contractor will provide a quote for round trip transportation for students within Wellesley.
- 14.03 All requirements previously listed in this bid under sections 2.00 – 12.00 are applicable when bidding the additional Hunnewell Elementary School buses, with the exception of Section 2.15 which is replaced below.
- 14.04 The length of the school year is expected to be 180 days for the 2022-2023 school year. The length of need for 2023-2024 school year ending in February of 2024 is approximately 100 days. If construction is delayed, the extended option for the remainder of the 2023-2024 school year from March – June is up to approximately 80 days.

BID PROPOSAL CERTIFICATION

The undersigned, hereinafter called the bidder, having fully familiarized himself/herself with all of the bid documents, hereby agrees and declares:

1. That prices inserted cover all labor, materials, transportation, insurance and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M.G.L. Ch. 62C, sec. 49A, the bidder hereby certifies that the bidder has filed all State tax returns and paid all State taxes required under law.
- 3.

CERTIFICATE OF CORPORATE VOTE

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

TAX COMPLIANCE CERTIFICATION

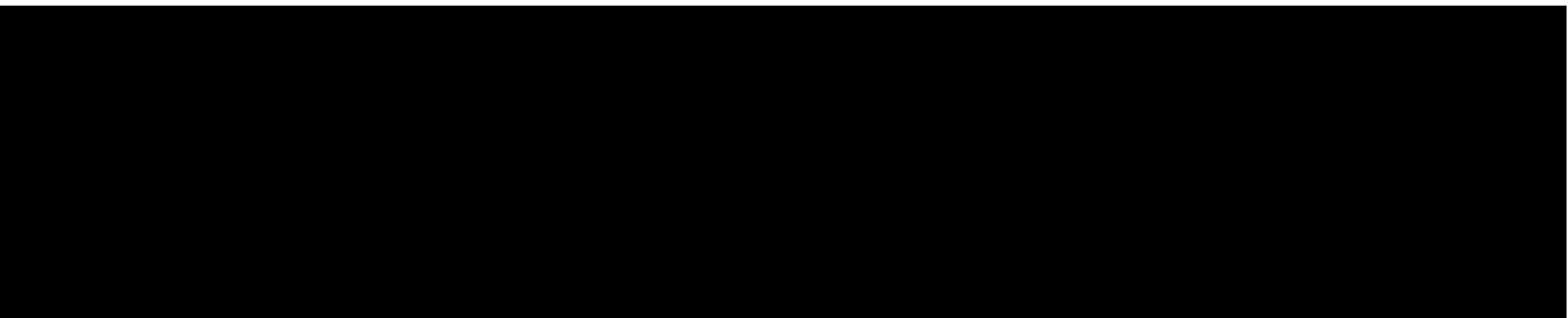
Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

PRICING SHEET HUNNEWELL SCHOOL
Cost for up to

Signature and Title of Company Official: _____

BID PROPOSAL FORM #2
LIST OF REFERENCES FOR LAST TEN YEARS

Name of School	Address(City, State)	# of Buses	Primary Contact(s)	Phone Number



CHECKLIST FOR BIDDERS (Reference Section in Invitation for Bid)

All forms provided in the bid packet must be used and cannot be revised or substituted for another document. If more than one copy is needed, it is ok to copy a bid packet form.

1. Submit one (1) original copy for each of the following. All forms must be completed. (\$1.07)
 - a. Bid Proposal Certification
 - b. Certificate of Corporate Vote
 - c. Tax Compliance Certification
 - d. Certificate of Non-Collusion
2. Submit one (1) original copy for each of the following, if applicable.
 - a. Pricing Sheet #1 School Transportation with completed Calculation Sheet
 - b. Pricing Sheet #2 Hunnewell School with completed Calculation Sheet
 - c. Pricing Sheet Alternate #1 Electronic School Bus with completed Calculation Sheet, Optional
3. Submit Bid Proposal Form #1: Equipment To Be Used.
4. Submit Bid Proposal Form #2: List of References for Last Ten Years. Include documentation indicating transportation services provided under a single contract for all district students, regardless of

CALCULATION SHEET FOR PRICING SHEET SCHOOL TRANSPORTATION TO BE DETERMINED AS
FOLLOWING FOR LOW BID AND MUST BE CALCULATED BY THE RESPONDENT:

PART I REGULAR AM AND PM TRANSPORTATION

1. ADD: From

PART III FOR ATHLETIC/ACTIVITY AND FIELD TRIP TRANSPORTATION

- 13. ADD: From Pricing Sheet #1 Section 3. A. the price per bus for year one + the price per bus for year two + the price per bus for year three + the price per bus for year four + the price per bus for year five.

- 14. MULTIPLY: The result of step 13 by 20.

- 15. ADD: From Pricing Sheet #1 Section 3. B. the price per bus for year one + the price per bus for year two + the price per bus for year three + the price per bus for year four + the price per bus for year five.

- 16. MULTIPLY: The result of step 15 by 3 and then MULTIPLY that result by 400.

- 17. ADD: The results of steps 14 and 16.

Total Projected Cost for In and Out of Town Athletics/Activity and Field Trip Transportation (in words and figures):

(Words)

CALCULATION SHEET: FOR PRICING SHEET #2 HUNNEWELL SCHOOL WILL BE DETERMINED AS FOLLOWS FOR LOW BID AND MUST BE CALCULATED BY THE RESPONDENT:

PART I: HUNNEWELL ELEMENTARY SCHOOL INTERNAL SWING SPACE

1. ADD: From Pricing Sheet #2 Section 1. the price per bus per day for the 2022-2023 SY + the price per bus per day for the 2023-2024 SY.
2. MULTIPLY: The above sum by 180 school days.
3. MULTIPLY: The result of step 2 by 6 buses per day.

THE RESULT IS THE MAXIMUM PROJECTED COST OF CONTRACTOR BID PROPOSAL PRICING SHEET #2 (in words and figures):

(Words)
(Figures) \$

CALCULATION SHEET FOR PRICING SHEET ALTERNATE # ~~ELECTRONIC~~ SCHOOL BUS (OPTIONAL) WILL BE DETERMINED AS FOLLOWS

PART III FOR ATHLETIC/ACTIVITY AND FIELD TRIP TRANSPORTATION

13. ADD: From Pricing Sheet Alternate #1 Section 3. A.