

**INVITATION TO BID**

**SPECIAL EDUCATION IN DISTRICT SCHOOL BUS  
TRANSPORTATION**

**Westfield Public Schools  
59 Court Street, Room102  
Westfield, MA 01085**

**Bid No. SCH21-002**

**Shannon Barry, Interim Business Administrator  
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March 2021

WESTFIELD PUBLIC SCHOOL DISTRICT  
SPECIAL EDUCATION IN DISTRICT SCHOOL BUS TRANSPORTATION  
SPECIFICATIONS

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## Legal Notice

Westfield Public Schools invites sealed bids for “**Special Education In District School Transportation – Bid SCH21-002**” for a three-year contract. Bid specifications may be obtained by contacting the Business Office of Westfield Public Schools at 413-572-6553, [s.barry@schoolsofwestfield.org](mailto:s.barry@schoolsofwestfield.org) or [p.kotarski@schoolsofwestfield.org](mailto:p.kotarski@schoolsofwestfield.org) beginning **March 8, 2021 after Ten (10:00 O’clock) A.M.** All bids are to be sent to Westfield Public Schools, Business Office, 59 Court Street, Room 102, Westfield, MA and should be marked on the outside of the envelope “**Special Education In District School Transportation – Bid SCH21-002.**”

Bids will be received in the Business Office of Westfield Public Schools, 59 Court Street, Room 201 Westfield, Ma until **Two-Thirty (2:30) O’clock p.m. on Tuesday, March 23, 2021.** All bids must be received before that time in order to be considered. The clock located in the Business Office will be the sole determining factor of time.

Corporate Bidders must supply a copy of Clerk’s Certificate, with a corporate seal, of a directors’ vote granting authority to the person designated to submit a bid and enter into a contract on behalf of the corporation.

**Bids will be publicly opened and read aloud through a Zoom meeting on Tuesday, March 23, 2021 at Two-Thirty (2:30) O’clock p.m. Please contact the Business Office to obtain Zoom information.** Due to COVID restrictions, City Hall is closed to the public, therefore all bid packages must be submitted by mail or bidders must make an appointment to drop off the bid package at the Business Office. The City of Westfield is not responsible for on time arrival of bids sent via FedEx, UPS, USPS, or other carriers. The Purchasing Director for Westfield Public Schools reserves the right to accept or reject any or all bids.

The City of Westfield is an Affirmative Action Equal Employment Opportunity (M/F/H) employer which encourages utilization of minority and women-owned enterprises.

If additional information is needed, please contact the Business Office at (413) 572-6553 or the Transportation Office at (413) 572-6599.

**WESTFIELD PUBLIC SCHOOLS**

**INVITATION FOR BIDS**

**SPECIAL EDUCATION IN DISTRICT SCHOOL TRANSPORTATION**

**Bid No. SCH21-002**

**March, 2021**

Bid Proposal for Furnishing Special Education In District School Transportation Service  
for the School Children of the City of Westfield

**BID PROPOSAL AND CONTRACT**

To potential bidders:

The Westfield School Committee will award a contract to the lowest responsive and responsible bidder(s) for the provision of Special Education In District school transportation service for the school children of the City of Westfield for a three-year period commencing on July 1, 2021 and ending on June 30, 2024.

The contract for furnishing of scheduled transportation for all designated school children of Westfield, Massachusetts, shall include the furnishing of all services necessary and required, consisting of the following in general: fuel, transportation equipment, maintenance of equipment, operation, supervision, inspection, registration, licensing, insurance, and conformance to all applicable laws, rules, regulations of the Commonwealth of Massachusetts, Department of Motor Vehicles, the City of Westfield, and the School Committee of Westfield, Massachusetts.

To the Westfield School Committee:

The undersigned hereby agrees to enter into a contract with the Westfield School Committee containing the following terms and conditions upon acceptance of the following bid proposal.

**WESTFIELD PUBLIC SCHOOLS  
SPECIAL EDUCATION IN DISTRICT BUS TRANSPORTATION  
BID SCHEDULE**

Release of Invitation to Bid

**March 8, 2021**

Public Bid Opening - Virtual  
Westfield Public Schools  
59 Court St, Room 102

**March 23, 2021**

**2:30 P.M.**

Bid Award  
Westfield School Committee

**Within 90 Days**

**CURRENT CONTRACT INFORMATION  
(For Informational Purposes Only)**

The current contract period is for the period **July 1, 2016 through June 30, 2021**

**Current Contractor:** Lecrenski Brothers Incorporated

The Special Ed In District Transportation consists of the following:

**FY 2021 Bid Price:** 22 Buses @ \$364.81 per bus per day

**Current Live Mileage:** 964 miles per day

**Current Riders:** Approximately 320 students

**Field Trips & Summer Transportation:**

**In Town Trip/with monitor:** \$225 per trip  
In Town Trip/without monitor: \$200 per trip

**Out of Town:** \$4.00 per mile  
\$40.00 per hour waiting time  
\$25.00 per hour monitor cost

**Summer Transportation/Includes monitor:** \$81.77 per hour per bus

## **INSTRUCTIONS TO BIDDERS**

1. Carefully inspect all provisions of the bid package. Retain these and “Instructions to Bidders” for your reference.
2. Sign and return the “Bid Offer” forms and all forms listed on the checklist (Form 17) with the bid deposit required by Paragraph 9 below.
3. Bidders must submit total 3 year costs.
4. Bids must be submitted on forms provided by the Interim Business Administrator with the specifications. Erasures and/or other changes shall be initialed by the bidder.
5. The Interim Business Administrator may reject bids that are conditional, incomplete, have erasures/changes that are not initialed, or have other irregularities.
6. All bids must be sealed. All bids must be addressed to the Interim Business Administrator, Westfield Public Schools, 59 Court Street, Room 102, Westfield, MA 01085. Bid envelopes must be clearly marked with “ SPECIAL EDUCATION IN DISTRICT SCHOOL TRANSPORTATION – Bid No. SCH21-002.” Also, the date and time of the bid opening, as indicated on the “Invitation to Bid” should appear on the envelope. The School Committee, its officials and employees shall not be liable for premature opening of a bid not properly addressed and identified.
7. Any bid may be withdrawn by written request received prior to the day/hour bids are due.
8. A bidder may correct or modify a bid by written notice received by the Westfield Public Schools prior to the time and date set for bid opening. All bid modifications must be submitted in a sealed envelope clearly labeled “Modification No” and referencing the original bid. No bidder may withdraw its bid prior to the execution and delivery of the contracts unless no award has been made at the expiration of ninety (90) business days after the opening of the bids. All bid prices submitted in response to this Invitation for Bids must remain firm for ninety (90) business days after the opening of the bids.
9. Each bid shall be accompanied by a bid deposit in the form of a bid bond, certified check or cashier’s check drawn upon a responsible bank or trust company doing business in the Commonwealth in an amount of five percent (5%) of the bid, and shall be made payable to the Westfield Public Schools. Upon an award being made, all bid deposits other than the successful bidder’s shall be returned. If any successful bidder shall fail to execute the contract awarded and furnish a performance bond, insurance certificate and all other required documentation within the time limit specified, the School Committee may at its option determine that the bidder has refused to execute the contract and the bid deposit shall be forfeited as liquidated damages and the contract may be awarded to another bidder.



10. It is the intent of the School Committee to award a bid within 90 days of the bid opening. A contract will be executed when all documents (insurance certificates, performance bonds, etc.) are submitted in compliance with bid specifications.
11. Questions arising from any of the documents comprising this bid proposal must be submitted in writing by email ([s.barry@schoolsofwestfield.org](mailto:s.barry@schoolsofwestfield.org)) to the Interim Business Administrator, 59 Court Street, Room 102, Westfield, MA, 01085 by 9:00 a.m., March 22, 2021. No questions will be answered orally to any person requesting such. Copies of any questions and answers will be sent to all interested contractors by addendum. **The Westfield Public Schools has made every effort to have these specifications be fair for all vendors. If you have any questions concerning these bid specifications please notify the Interim Business Administrator. BIDDERS MUST RELY SOLELY ON THE TERMS OF THIS INVITATION FOR BID AND ANY WRITTEN ADDENDA THERETO.**
12. As the bid process continues, if an addendum must be given out it will be reviewed by the appropriate authorities and sent to all vendors on the original mailing list and all other vendors who have submitted a written request for bid specifications.
13. Award of the contract will be made to the responsive and responsible bidder submitting the lowest three (3) year total price for the period of 7/1/2021-6/30/2024.

Responsive bidders will be those that comply with the following:

1. Submit bid deposit as outlined in item 9 above;
2. Submit all completed Bid forms and required documentation as outlined on the Bid Checklist, Bid Form 17
3. Submit all materials by bid due date and time (March 23, 2021 at 2:30 PM).

Responsible bidders will be those that meet the following criteria;

1. Contractor must have been in the school transportation business, for at least 5 years;
2. Contractor must have at least 2 current or former school bus contracts with at least 10 buses per contract;
3. Contractor must have demonstrated ability to acquire a bond or a letter of credit from a bank licensed to do business in Massachusetts;
4. Contractor must be able to demonstrate sufficient capacity and net worth to handle a contract of this size.

References (including performance for the Westfield Public Schools) will also be used to determine if a contractor is a responsible bidder.

14. Bidder must submit with the bid: a signed statement from their insurance company stating that the bidder will be able to obtain, for the life of this contract, the type and amounts of insurance as stated in 7.1.1.
15. The Westfield School Committee reserves the right to cancel this Invitation for Bids, to accept or reject any and all bids or any item(s) thereof, and to award the contract as the Westfield School Committee deems in the best interests of the Westfield Public Schools. The contract shall be awarded by the Westfield School Committee on the basis of the bid most advantageous to the City.

**SPECIFICATIONS**  
**FOR**  
**SPECIAL EDUCATION IN DISTRICT SCHOOL**  
**TRANSPORTATION**

**Westfield Public Schools**  
**59 Court Street, Room 102**  
**Westfield, MA 01085**

**Bid No. SCH21-002**

**Shannon Barry, Interim Business Administrator**  
**Pamela Kotarski, Director of Transportation & Business Support**

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**March 2021**

Specifications for Transportation  
of Westfield Public School Students

GENERAL PROVISIONS

**1. SCOPE**

- 1.1 These specifications are intended to describe the personnel, equipment and other conditions required in transporting school children under the jurisdiction and control of the Westfield School Committee.
- 1.2 Bidders must agree to provide for the Westfield Public School Committee the following service:
  - a. to transport special education students to and from Westfield High School, Westfield Technical Academy, Pathways, East Mountain Transitional Program, Westfield Intermediate School and Westfield Middle School, St Mary's, and all elementary schools;
  - b. to transport students to field trips on an as needed basis
- 1.3 Buses shall be operated to ensure that all students shall be on the premises of their school building by at least five (5) minutes prior to the scheduled starting time of that building. No student shall be dropped off prior to ten (10) minutes before the scheduled starting time of that building.

Buses shall also be operated to assure that all students are picked up at school within fifteen (15) minutes after the scheduled closing time of that building.

Exceptions to the above may be approved in writing by the Superintendent of Schools.
- 1.4 If, for any reason, said buses cannot be operated on any school day, the Contractor agrees to provide suitable insured transportation, in vehicles which comply with this bid document, in place thereof, without additional charge.
- 1.5 In the event the Contractor is unable to furnish transportation, the City of Westfield is authorized to hire substitute pupil transportation for such time as is necessary and the Contractor shall pay for the cost of this substitute service. The cost of such substitute service may be offset by the Committee against payments due the Contractor.
- 1.6 Current school hours (2020-2021 school year) are as follows:

<u>School</u>	<u>Starting Time</u>	<u>Closing Time</u>
Westfield High School Westfield Technical Academy East Mountain Transition	7:23 a.m.	1:56 p.m.
Pathways	8:00 a.m.	2:00 p.m.
Westfield Intermediate Westfield Middle School St. Mary's	8:00 a.m.	2:29 p.m.
All Elementary Schools	9:15 a.m.	3:15 p.m.

Changes to these times are not anticipated at this time, but the School Committee and/or its designee reserves the right to change the starting times and ending times as it deems to be in the best interest of the Westfield Public Schools. The Contractor agrees to modify the scheduling of bus service to accommodate such change at no additional cost.

- 1.7 The Superintendent or his/her designee shall have the authority to make such changes as he/she deems necessary in adjusting the number of buses, tiers, assignments of pupils, groups or routes, time and dates, or any other matters affecting the specific and unlimited right to eliminate, modify, add to, or revise any bus route in accordance with the needs of the School Department as determined by the Superintendent or his/her designee.

Such limitations or revisions may eliminate in total the daily compensation rate for any given bus(s). Such reductions shall be handled in accordance with the prices specified in Bid Form 2.

- 1.8 The contractor may elect to house the vehicles utilized in the performance of this contract outside of the School District. Buses must be housed within 30 minutes of the borders of Westfield.
- 1.9 The Contractor must have a telephone connection through which the School Department Offices may make immediate contact with the office between the hours of 6:00 a.m. to 4:30 p.m. on days when schools are in operation. The owner or Office Manager must be willing to appear for conferences with the Westfield School Committee, Superintendent or his designee, as necessary and requested.
- 1.10 The Contractor will house an antenna system for two-way radio(s). All vehicles will be equipped with two-way radios on a dedicated frequency to this contract, and a copy of the radio license will be provided prior to the execution of a contract. All radios will be regularly inspected and repaired as necessary.

Monitor and communication capability for the system shall be supplied to the Westfield School Department at no cost to the Westfield Public Schools.

- 1.11 The Contractor will be responsible for email accessibility and phone lines at the dispatching office to be utilized to transmit scheduling and routing changes, and for telephone communications. All costs associated with email accessibility and phone lines shall be at the Contractor's expense. All written route changes will be communicated through updated route sheets via email only.
- 1.12 The bidder shall provide written reports of bus counts showing the number of riders on each bus and each round trip and these are to be supplied when requested. These reports are to be compiled by the bidder and turned into the Transportation Director within one day of the request.
- 1.13 Subject to the approval of the Westfield School Committee, the Contractor has the right to subcontract all or any part of the contract provided the subcontractor satisfies all terms and specifications of the contract. Notwithstanding such subcontracting, the Contractor shall remain primarily liable for performance of the contract. All subcontracts are subject to the approval of the Interim Business Administrator.

## **2. DURATION OF THE CONTRACT**

- 2.1 This transportation contract shall be for a three (3) year period beginning July 1, 2021 and terminating June 30, 2024. Transportation shall be provided on all school days during this period. A school day is defined as each and every day of the school year, when the Westfield Public Schools are open and conducting classes for school children. For the purposes of this bid, a calculation of 180 days per year must be used. Should this number be decreased, a per day cost (calculated by price in bid form 2 divided by 180 days) will be used to reduce the cost of the contract.
- 2.2 Except where specifically limited by the contract, the bid price shall be construed to cover all costs incurred by the bidder to perform the work required by the contract.
- 2.3 The conditions of employment and Prevailing Wage Rates, as set forth by the Massachusetts Department of Labor and Industries, shall apply to all work performed under this contract. Certified payroll sheets must be submitted with all monthly invoices.
- 2.4 The contract will be awarded for a three-year period beginning July 1, 2021 and ending June 30, 2024. This contract is subject to yearly appropriation. In the event that funds are not appropriated this contract will be canceled.

- 2.5 If the school year is under 180 days as determined by the Department of Elementary and Secondary Education during a State of Emergency or COVID related closure, the price per day when transportation is not provided will be paid at 55% of the per diem rate for days transportation is not provided.

### 3. **EQUIPMENT**

- 3.1 Contractor shall furnish buses which must, among other things, meet the following requirements:

3.1.1 All buses and other vehicles shall be constructed, equipped, maintained, and operated in conformance with all applicable laws, regulations, and rules of the United States, the Massachusetts Registry of Motor Vehicles, the Massachusetts Department of Public Utilities, and the Massachusetts Department of Education, as applicable. These include, but are not limited to the following Sections of Chapter 90 of the Massachusetts General Laws:

1. Section 1: Definitions
2. Section 1A: School Bus Registration
3. Section 7A: Inspection of School Buses
4. Section 7B: Requirements as to Equipment and Operation of School Buses
5. Section 7C: Registrar May Establish Minimum Standards for Construction etc, of School Buses
6. Section 14: Precautions for Safety
7. Section 17: Speed Limit in Operation of School Buses

- 3.2 Buses to be used in performance of this Contract shall be no more than ten (10) years old (based on manufacture/model year on registration) or show more than 150,000 miles on its odometer at any time during this contract.

- 3.3 Buses shall be no less than the size generally known as a 20-passenger. Wheel chair vehicles will accommodate no less than 2 wheel chairs plus 9 additional passengers.

- 3.3.1 Vehicles used for wheel chair service must be equipped with wheel chair lifts complete with safety locks and other such safety devices as required by Massachusetts General Laws. Wheel chair vehicles shall be equipped with hydraulic chair lifts and tie downs installed to prevent the wheel chair from movement in any direction. All harnesses, safety belts and other equipment necessary to hold the rider securely will be provided by the contractor. The vehicle should be built in such a way that the monitor could stand upright when attending to the students. All equipment must meet the approval of the Superintendent of Schools or his/her designee and comply with all federal and state regulations.

- 3.3.2 All buses (as used in these specifications) must have installed seatbelts, which **must** be used at all times by students. Car seats for children under five years of age will be provided by the parent.
- 3.4 Mileage reports for each vehicle subject to this contract must be given monthly in each contract year to the Director of Transportation.
- 3.5 If for any reason, a bus or buses cannot be operated on any school day, the Contractor agrees to provide suitable insured transportation in place thereof, at no additional charge.
- 3.5.1 In the event of a bus breakdown, Contractor must provide a replacement bus within thirty (30) minutes of the time of the breakdown.
- 3.6 Buses furnished must comply with the General Laws of the Commonwealth of Massachusetts and the rules and regulations of the Registry of Motor Vehicles relating to the transportation of public school children and provisions of the Federal Americans with Disabilities Act (1990) and the regulations promulgated thereunder.
- 3.7. Contractors shall see that all buses are kept at all times in a condition of cleanliness, interior and exterior, satisfactory to the Superintendent or his or her designee. The Superintendent of Schools or his/her designee may inspect buses for cleanliness at any time. If the current State of Emergency and COVID 19, or any pandemic, protocols remain in place during any portion or all of the contract term, the Contractor will be responsible for cleaning/disinfecting. The Contractor will provide the needed cleaning/disinfecting supplies, and PPE. No additional charges will be incurred by the district for cleaning/disinfecting time, supplies or PPE.
- 3.8. Each bid shall contain a detailed description on Bid Form 5 attached hereto for each bus to be furnished including the year of manufacture, make of body, current mileage, and pupil capacity. The School Committee and or its designee reserves the right to reject a bus or buses, with cause, from usage on a Westfield route at any time during the contract. An updated list will be submitted every August and at such time as changes are made in the vehicles assigned to the Westfield contract.
- 3.9. Failure to properly maintain buses in a manner satisfactory to the School District may result in termination of the contract. The bidder agrees to use only buses which have been carefully maintained and are in satisfactory operating condition, and to keep the buses in good working condition at all times, and to furnish all necessary fuel, oil, grease, tires, maintenance, and repairs throughout the entire period of this contract.



3.10 The School Committee and or its designee reserves the right to require, at Contractor's expense, a certificate at any time from a garage of the School Committee's choosing that the buses under this contract are in good order with respect to brakes, lights, horns, muffler, steering gear, windshield cleaners, doors, tires, windows, seats, and bodies and in any other respect. The School Committee and or its designee also reserves the right to inspect and examine the equipment at any time during the contract. The Contractor shall give assistance as requested by the School Committee or its designee.

3.8. Written reports of the condition of buses as determined at the time of Massachusetts Department of Transportation (Mass. DOT) inspections shall be presented to the Director of Transportation no later than three (3) days following the date of inspection. In addition, the contractor will send a written report detailing the resolution to any exceptions in the Mass. DOT report within ten (10) days. If a re-inspection is necessary, the report shall be forwarded as listed above.

Inspection records must be maintained by the Contractor at its site and may be reviewed by the School Committee and or its designee, at any time during the contract.

3.9. There shall be no substitution of buses without permission of the Director of Transportation for the duration of this contract except in the case of emergency breakdown; and then only for a period of time not to exceed thirty (30) consecutive days. All substitute buses shall be subject to all contract requirements. Written notice of such substitutions must be given to the Director of Transportation and are subject to his/her approval.

3.10. In carrying out the performance of the contract, the contractor is expected to maintain at least one (1) spare bus for each nine (9) buses contracted. Such buses shall comply with all provisions of the specifications.

3.11. Each bus shall prominently display an identification number printed in black, at least eight (8) inches high on all four (4) sides of buses. Such bus identification number must be put on the roof of the bus that are twenty-four (24) inches in height and in eight (8) inch stroke wide lettering so that buses may be identified from the air.

3.12. The owner's name will be painted (black) on each side of the bus-to the left of the door on the right side of the bus and opposite the driver's seat on the left side. The size of lettering for the route number will be at least eight (8) inches and will appear on all four sides.

3.13. "WESTFIELD PUBLIC SCHOOLS" shall appear in letters at least six (6) inches in size on both the driver and passenger sides of the bus.

- 3.14. All buses (including spare buses) must be equipped with a digital video recorder capable of recording both video and audio. The systems must be capable of storing video recordings for a period of three weeks before being erased. Any video requested by the administrators of the Westfield Public Schools or the Transportation Director must be made available within one school day. The Contractor must have the ability to email footage to the Director of Transportation. Each bus will have a posting in it indicating that audio and visual cameras are in use at all times.
- 3.15. Vehicles used to transport pupils shall not be used to display either inside or outside of the vehicle any advertisement, political or other, without the express authorization of the School Committee and or its designee.
- 3.16. All buses must be equipped with two-way radios. These radios will be used for emergency and for contact with Office Manager or School Department only.
- 3.17. Buses and drivers/monitors must be made available at no extra cost by the Contractor for state mandated evacuation drills, at the request of the School Department, at a mutually agreeable time.
- 3.18. **Emergency Evacuation Plan.** Successful Contractor shall agree to comply with the District's Emergency Evacuation Plan. This plan may require the evacuation of all Special Education students from all of its schools. In addition, a staff member will be assigned to each bus. In the event that the Contractor does not have sufficient vehicles to provide immediate transportation to all students simultaneously, Contractor will provide a plan, acceptable to the District, to obtain such vehicles required in an emergency situation. The cost, should the District elect to evacuate all students under this plan, either for an actual emergency or for an emergency evacuation drill, shall be included as the cost per hour per vehicle.
- 3.19. Buses must be available at all times for field trip transportation. (See Bid Form 3 for specifics.) Buses used for such trips must meet the same criteria as the regular fleet buses outlined above.
- 3.20. The Contractor agrees to make all buses to be used in the performance of the contract available for inspection by the School Administration one week prior to the start of each school year.

#### 4. **LIMITATIONS TO USE OF EQUIPMENT**

- 4.1 Vehicles used for pupil service, under the specific provisions of the Transportation Specifications shall be restricted to the transportation of school children authorized by the Superintendent of Schools and or its designee

according to the limits of these specifications. Students shall not be carried for pay or otherwise by private arrangements with parents while the bus is being used to fulfill the requirements of these specifications and any contract which might ensue from these specifications, unless so authorized by the Superintendent and or its designee in writing.

## 5. **DRIVER REQUIREMENTS**

- 5.1 The Contractor shall furnish fully and properly licensed drivers to operate any buses in carrying out the transportation services provided for under the terms of this contract. All information listed in the specifications for drivers shall pertain to substitutes, as well as regular drivers.

5.1.1 A copy of all drivers' licenses must be submitted to the Director of Transportation by August 15 of each contract year and throughout the year any time a new driver is employed.

- 5.2 All persons assigned as regular or substitute drivers/monitors must be acceptable to the Superintendent of Schools prior to the start of each school year. A list of all drivers/monitors must be submitted to the Director of Transportation, along with a signed criminal offender record release by each proposed driver/monitor no later than August 15th of each school year. Failure to do so will disqualify any proposed driver/monitor from operating a bus for the Westfield Public Schools.
- 5.3 The School Committee and or its designee reserves the right to accept or reject any and/or all drivers/monitors, if it is deemed in the best interest of the City of Westfield to do so. Further, the School Committee and or its designee reserve the right to require any operator to be physically examined at any time, at the expense of the Contractor, by a doctor of medicine selected by the School Committee and/or its designee.
- 5.4 The School Committee and/or its designee reserves the right to require the temporary or permanent removal from the Contractor's roster of drivers/monitors to be employed under the contract, for failure to maintain order and proper discipline among his/her passengers, or who shall operate his/her conveyance in a negligent or reckless manner, or who shall for any other reason be deemed unfit or unsuitable by the School Committee and or its designee.

The temporary or permanent removal of drivers/monitors from the Contractor's roster of drivers/monitors shall not relieve the Contractor of its responsibility to fulfill all the terms of the contract.

The Contractor agrees to comply with rules, regulations, and requirements of Chapter 90, Section 8A, General Laws of Massachusetts, and amendments thereto, in respect to the licensing of school bus operators.

- 5.5 As it is the intent of the School Committee to have the contractor provide professional drivers, evidence of the safety program used to meet the RMV requirements of eight hours of “in-service” training per driver per year must be provided annually. This program shall be in compliance with all state and local transportation requirements. Such training sessions are to be scheduled throughout the year, as it is not in the best interest of the schools or their students to have all the training hours provided in one or two lengthy sessions. Any other safety/training programs which the bidder uses (not necessarily limited to drivers), should also be included with the bid package.
- 5.6 Bidders must provide evidence that they have in place and are in compliance with all requirements for drug and alcohol testing, in accordance with the Federal Highway Administration regulations regarding Commercial Drivers’ License. The description of this program should list company policies regarding substance abuse and company procedures on drug testing. All drivers are to receive a copy of the Contractor’s policy on drug and alcohol testing; a copy of which is to be filed with the Director of Transportation annually. The School District reserves the right to review the results of drug and alcohol screenings and testing at any time and for any safety sensitive personnel providing services under this contract.
- 5.7 A thorough background check is required for all drivers, including driving record and Criminal History Records (CORI). The Contractor agrees to provide driver signed authorizations to allow the School Department to conduct CORI investigations. All drivers subsequently hired under this contract will also provide such reports and authorizations prior to their start date. The School Department will strive to submit and process the CORI requests in a timely manner. No driver or substitute driver may drive in Westfield until the CORI report has been submitted to and approved by the School Superintendent or his/her designee.

M.G.L. c. 71, s. 38R as amended by H.B. 4307, s 7 requires schools to obtain state and national fingerprint-based criminal background checks for bus drivers according to the schedule provided by this law. Contractor will provide evidence of required fingerprinting as defined by the law to the School Department by August 1, 2021 to provide adequate time for the school to review.

- 5.8 Contractor shall see that all drivers have on file with the Contractor, a report made by a registered physician, that they are in sound physical condition capable of performing the duties of a school bus driver. The physical examination certificate must be submitted every 2 years, as required by law.
- 5.9 Driver training records and medical cards shall be maintained by the Contractor, and be available for review by the school administration upon request.

- 5.10 No smoking is allowed by driver or others aboard any vehicle or on School grounds covered by this contract at any time.
- 5.11 Drivers/monitors may be required to attend periodic School Department conducted meetings. This will include, but not be limited to, meetings regarding pupil disciplinary issues and scheduled meetings of the Transportation Department. Wages for drivers/monitors attending these meetings shall be paid by the Contractor at no additional expense to the School Department.
- 5.12 Drivers shall place an “EMPTY” placard in the rear window of the bus once bus has returned to the garage.
- 5.13 While driving regular routes, (home to school and school to home) drivers shall not be permitted to carry any person other than a school official, teacher, paraprofessional, bus monitor or driver in training while carrying pupils, unless so authorized by the Director of Transportation in writing.
- 5.14 All drivers/monitors are to become familiar with the Student Bus Disciplinary code, Bullying Policy and the School Committee’s Transportation Policy. Drivers must comply with all regulations set forth by the School Administration covering the conduct of pupils on the bus.
- 5.14.1 Drivers/monitors will not take disciplinary action against any child. Cases warrant such action should be reported on forms, provided by the Director of Transportation, to the principal of the respective school. Nothing herein shall prevent a driver/monitor from reprimanding a child for actions or behavior that might cause harm to himself or others. Drivers/monitors have no authority to remove a student from a bus or to deny transportation.
- 5.15 Drivers will not leave a bus unattended when children are in the bus. In an emergency the driver’s first concern must be for the safety of the children.
- 5.16 Drivers will not leave a vehicle while it is running for any reason. Vehicle must be shut down and properly secured on School property at all times. Drivers will observe “Idling Regulation” 310 CMR 7.11 at all schools unless actively picking up or dropping off students.
- 5.17 The Contractor will provide evidence that all drivers and monitors have completed First Aid Training. This will include First Aid training such as Red Cross First Aid, CPR training and Epi Pen training. All such training must be completed prior to the start of each school year and whenever there is a change in a driver or monitor during the school year. All costs for training shall be done at the Contractor’s expense.

- 5.18 Contractor and drivers shall not alter any bus stop or change the direction of any route without the prior written approval of the Director of Transportation.
- 5.19 Any and all complaints from parents or pupils made to driver relative to transportation are to be reported to the Contractor who will report same to the Director of Transportation for investigation and/or action.
- 5.20 Accidents: Each and every accident, after its occurrence, is to be reported by the driver to the Contractor as soon as possible thereafter, and the Contractor will notify the Director of Transportation. In all cases, this report is to be rendered orally to the Director of Transportation as soon as possible and no later than twenty-four (24) hours after the accident.
- 5.21 Unavoidable Delays: If any event or circumstance causes unavoidable delay or in any way interferes with the proper performance of a scheduled trip, the Contractor is to report the same to the school authorities immediately.
- 5.22 Breakdowns: In the event of a bus breakdown, contractor must provide a replacement bus within 30 minutes of the time of the breakdown. Failure to do so could result, at the discretion of the Superintendent, in a one hundred dollar (\$100) per route reduction in payment. All breakdowns must be reported to the Director of Transportation as soon as is safely possible.
- 5.23 School buses must be operated at all times by capable and competent personnel at safe and reasonable rates of speed as provided for in the General Laws of Massachusetts relating to the transportation of school children.
- 5.24 The School Committee and or its designee reserves the right to enforce any and all provisions of safety in the transportation of school children to and from school and on all school sponsored trips.
- 5.25 Drivers must be familiar with and have driven a route prior to actually transporting students on the route.
- 5.26 All drivers will be able to clearly communicate with students in English.
- 5.27 The Substitute Bus Drivers: Substitute bus drivers shall be pre-qualified for the routes driven to the maximum extent possible. This means that the Contractor shall operate with an available reserve of qualified substitute bus drivers. Such qualification for substitute bus drivers shall be established by having had prior experience with bus routes in the City of Westfield to the maximum extent possible and shall be familiar with all safety provisions.  
Substitute drivers shall be familiar with:
- a. current bus routes,
  - b. school locations and starting times, and
  - c. city streets.

Substitute drivers must meet all requirements stated for regular drivers.

- 5.28 Violations by a driver of these regulations, the rules and regulations of the School Committee, and/or the General Laws of the Commonwealth of Massachusetts will subject said driver to dismissal from employment under this contract upon the recommendation of the Superintendent of Schools or his/her designee. A driver's continued employment by the company or Contractor, however, remains at said company's or Contractor's discretion.
- 5.29 All buses shall be cleaned by sweeping or vacuum daily and will be maintained free of noxious odors and poisonous gases at all times.
- 5.30 At the end of each route, the driver shall walk to the back of the bus and inspect it for any items left on board and shall place an "Empty Bus" placard or sign on the rear window of the bus.
- 5.31 During school vacation periods, all buses will be thoroughly cleaned inside and outside, including all windows, weather conditions permitting. Under no conditions shall buses be operated when the operator's vision is impaired by conditions of the glass surface and the safety of school children would be in jeopardy.
- 5.32 It is agreed that risk occurs to a student's health and welfare and interrupts the educational process when a Contractor does not execute a route properly. Non-weather related early drop-offs at school, non-weather related late pick-ups at school, or not transporting at all or failing to provide services consistent with contract specifications may be assessed liquidated damages equal to the current daily rate for a bus for each and every incident(s). The Westfield Public Schools shall have the right to deduct these damages from amounts due the Contractor.

On the first occasion of not executing a route properly or performance that is not consistent with contract specifications the School Department may issue a verbal warning. On subsequent occasions the School Department may issue a written notification. After any written notification; any further instances may trigger the liquidated damages clause.

The School Department shall provide the contractor with written notice of the amount of and reasons for any damages assessed against their monthly payment. The contractor may appeal any liquidated damages to the School Committee.

## **6. SUPERVISOR REQUIREMENTS**

- 6.1 The Contractor shall designate by name and position a particular staff member (herein referred to as the Office Manager) who shall be on-site and be assigned

to carry out instructions submitted by the School Department. This Office Manager must be approved annually by the Superintendent of Schools or designee.

- 6.2 The Office Manager must be willing to appear for conferences with the Superintendent of Schools, the Interim Business Administrator, the Director of Transportation and/or the School Committee as necessary and requested.
- 6.3 The Office Manager must be a fully licensed school bus driver. The Office Manager may not be assigned to any route, but may, on an infrequent and intermittent basis, drive as a substitute driver. The contractor shall notify the Transportation Department at each such occurrence.
- 6.4 The Office Manager (or a designee approved by the School Department) must be available at various times, generally 3-4 days during the month of August to review/revise routes with the Transportation Department staff.

## 7. **INSURANCE**

- 7.1 The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage insurance as shall protect it, the Westfield Public Schools and the City of Westfield from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him and the amount of such insurance shall be as follows, with the City of Westfield named as a additional insured.
  - A. Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with Workers' Compensation Laws of the State of Massachusetts. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease-policy limit, \$100,000 each employee.
  - B. Automobile Liability:** \$1,000,000 combined single limit. Coverage extends to owned, hired and non-owned vehicles.
  - C. Commercial General Liability (CGL):** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include products and completed operations, contractual liability and personal injury.
  - D. Umbrella Liability:** \$5,000,000 combined single limit per occurrence providing excess limits over Employer's Liability, Automobile Liability and Commercial General Liability.
- 7.2 Cancellation or Non-Renewal Clause – The Contractor must furnish certification of insurance with a thirty (30) day cancellation or non-renewal clause for the above.



- 7.3 The certificate of insurance for all of the required insurance shall contain the following language: “No cancellation of or change of or revision or non-renewal in the insurance by the Insurer or the Insured, the existence of which insurance is evidenced by this certificate, shall be valid unless written notice thereof is delivered to the Interim Business Administrator, 59 Court St, Room 102 Westfield, MA, at least thirty (30) days prior to the intended date of cancellation, change or revision, by postage prepaid certified mail.”

Failure to provide and continue in force the required insurance shall be deemed a material breach of this contract and shall be cause for immediate termination thereof.

- 7.4 Bodily Injury – Contractor agrees to pay for and carry insurance for and to further indemnify and hold harmless the District for any and all judgements and awards which shall become legally obligated because of bodily injury, including but not limited to sexual assault by a Contractor’s employee, sustained by any person and caused by accident arising out of the ownership, maintenance or use, including loading and unloading of insured motor vehicle. The purpose of the afore stated sentence is to specifically impute liability for such acts, including sexual assault, by an employee of the Contractor to the School Bus Contractor and not the District.
- 7.5 Prior to August 1<sup>st</sup> of each year of the contract, the Contractor shall deposit with the Interim Business Administrator certificates from its insurer to the effect that the insurance policies required in the above section have been issued to the Contractor together with the entire insurance policy together with copies of all endorsements thereto. Insurance for the first year of this contract is due at signing of the contract.
- 7.6 Contractor agrees to indemnify and hold the Westfield Public School Committee and the City of Westfield and each of their respective officers, employees and agents harmless from and against any and all costs, loss, expenses, liability, damages or claims for damages of any kind including attorneys fees and costs of defending any action, on account of any injury or damage done to buildings, property, or any person, firm, corporation or association and on account of any injury, including death, to any person arising or resulting from the services provided under the contract documents or from any act, omission or negligence of the Contractors, their agents or employees. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the Contractor under the contract.

8. **PERFORMANCE BOND OR SECURITY:**

- 8.1 The contractor shall furnish a Performance Bond equal to 25% of the annual contract for the first year of the contract and each year thereafter. Such bond shall be maintained in full force and effect without lapse from year to year within the contract period. If the contractor does not provide appropriate bonding in a timely manner it will be grounds for termination.

The surety is to be issued by a bonding company satisfactory to the School Committee and have a place of business in Massachusetts. Bonds shall be in the usual form and satisfactory to counsel for the School Committee. The cost of such Performance Bond shall be paid by the Contractor.

Bidder(s) must submit with the bid:

- a. A binder from a Bonding Company, **NOT** an insurance agent, certifying that the Bonding Company shall issue a Performance Bond to the bidder in the amount required by this bid document. The Bonding Company must be registered with the Office of the Insurance Commissioner to do business in the Commonwealth of Massachusetts.

**OR**

- b. A list of the type and/or amount of Surety proposed to be deposited with the Committee, i.e., saving account, cash, negotiable security or stock, etc.

Each bond or letter of credit shall be renewed by July 1 annually for the appropriate amount each year. The School Department must have in its possession the bond renewal prior to the expiration of the preceding bond. The liability of the Contractor in case of default of this contract is not limited by this paragraph and the Westfield School Committee and the City of Westfield reserves all rights to recover for such liability.

9. **AUTHORITY FOR VEHICLE/TRIP ADJUSTMENTS**

- 9.1 A scheduled trip may be cancelled by the Superintendent or Designee by notifying the contractor orally or in writing as soon as possible on or before the day on which the particular trip is scheduled. There shall be no charge for trips cancelled.
- 9.2 If a scheduled trip (athletic or co-curricular) is cancelled with less than one hour notice, the contractor shall be paid one hour of driver time at the driver rate in effect at that time.

9.3 **CHANGES IN THE NUMBER OF VEHICLES REQUIRED:**

- a. During the course of the contract, Westfield Public Schools may require fewer vehicles. If this becomes necessary, the Contractor will be compensated at a rate based on a cost per bus as specified in the original contract. If the elimination occurs between June 30 and September 1 of any contract year, there will be no compensation for the eliminated vehicles.
- b. If additional vehicles become necessary, the Contractor must furnish the desired vehicle within thirty (30) days of written notice by the Westfield Public Schools. Compensation will be at the price specified in Bid Form 5.

9.4 When a bus is eliminated the daily compensation rate shall be handled in accordance with the prices specified in Bid Form 2.

10. **EVIDENCE OF ABILITY TO PERFORM:**

- 10.1 It is the purpose of the School Committee not to award a contract to any bidder who does not furnish evidence satisfactory to the School Committee that it has the ability and experience in School Bus Transportation Services, that it has sufficient capital, that it has available through ownership or lease duly licensed school buses of the number, type, year and passenger accommodation specified, and that it employs trained and duly licensed school bus drivers to enable it to perform the work to the satisfaction of the School Committee.
- 10.2 The School Committee and or its designee reserves the right to interview and examine any Bidder before the awarding of a contract in order to determine the ability of the Bidder to perform such contract properly.
- 10.3 Bidders shall submit pertinent information relating to personnel and facilities, to establish the degree of ability to perform the transportation agreement, by providing a statement as to, but not necessarily limited to, the information listed on Bid Form 6, Business Experience.
- 10.4 Bidders may be required to further submit the following pertinent information:
  - 10.4.1 A balance sheet and a statement of profit and loss prepared and certified by the bidder's certified public accountant reflecting financial status for each of the two (2) previous years.
  - 10.4.2 A bank credit letter of reference.

10.4.3 Accident reports for the previous three (3) years prepared and certified by and submitted directly to the Superintendent's office by the Insurance Carrier.

10.5. The School Committee reserves the right to investigate the financial responsibility of any and all bidders to determine their responsibility under the contract. It further reserves the right to withhold the awarding of any contract under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or net worth to execute the completion of the contract in accordance with the prescribed requirements, specifications and conditions of the Bid.

10.6. In addition to the foregoing information, the School Committee shall be entitled to rely on any additional information which it reasonably believes to be reliable in evaluating the ability of the bidder to perform its obligations under this contract.

## 11. **CONDITIONS FOR PAYMENT**

11.1 The Contractor shall bill monthly at the conclusion of transportation requirements for that month. An itemized invoice, per day cost x number of buses, x number of days shall be submitted along with a copy of certified weekly payroll sheets. Payment will be rendered within 45 days of receipt of invoice.

11.1 Should the Contractor be unable or unwilling to transport pupils on any school day during the term of any contract, whether because of breakdowns, motor difficulties, unsafe buses, negligence on the Contractor's part, strikes, riots, acts of God, or any other reason, then the daily compensation rate shall not be paid to the Contractor for such school days.

11.2 No assignment or subletting of the Contract, or work, nor assignment of money due or to become due shall be made without the written consent of the Interim Business Administrator. This shall include the School Committee's approval to transfer the contract should the Contractor be sold to another company.

11.3 No compensation shall be due or made by the Interim Business Administrator for performance which does not conform to the requirements of this bid document.

11.4 Calculations and/or invoicing for fuel adjustments must be made monthly. The final invoice for each year must be received prior to June 30 of that school year or the Contractor will forfeit any payment due.

## **12. CONDITIONS FOR TERMINATION OF THE CONTRACT**

- 12.1 Should the Registry of Motor Vehicles refuse to approve the Contractor or the Contractor is unable or unwilling or fails to comply with the applicable regulations and statutory provisions of the Commonwealth of Massachusetts, then the School Committee in its discretion shall have the right to terminate this contract and to exercise any or all remedies available to it including enforcing the Contractor's performance bond.
- 12.2 If the Contractor due to its own negligence is unable, unwilling or otherwise fails to timely transport all the scheduled students present on any route for three (3) days, then the School Committee in its discretion shall have the right to terminate this contract and to exercise any or all remedies available to it including enforcing the Contractor's performance bond.
- 12.3 If the Contractor shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, or if an assignment of the contract be made without the consent of the School Committee or if the Contractor ceases to exist as a corporation in good standing with the Massachusetts Secretary of State or the Massachusetts Department of Revenue, the School Committee in its discretion shall have the right to terminate this contract and to exercise any or all remedies available to it including enforcing the Contractor's performance bond.
- 12.4 Termination of insurance policies or performance bond requirements, specified in Article 7 and 8 of these specifications, during the period covered in these specifications shall be a breach of contract and the School Committee in its discretion shall have the right to terminate this contract and to exercise any or all remedies available to it including enforcing the Contractor's performance bond.

## **13. ASSUMPTION OF LOSS AND LIABILITY**

- 13.1 The Contractor agrees that it shall pay for or cause to be paid for all labor performed or furnished, all materials used or employed in the performance of the work under this contract, and all rental or hire of appliances and equipment employed in such work.
- 13.2 Any property of the Westfield Public Schools or the City of Westfield damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition by the Contractor at its expense, and the materials and workmanship used must be first class in every respect. In the event of the failure of the Contractor to make such repairs promptly to the satisfaction of the Superintendent, the School Committee may at its discretion direct that such repairs be made, that the cost of such repairs be charges against the Contractor,

and that any sum of money due the Contractor be applied to meet the cost of such repairs.

- 13.3 The Contractor is retained solely for the purpose and to the extent set forth in this agreement. During the term of this contract the Contractor's relationship to the Westfield Public Schools and the City of Westfield shall be that of an independent Contractor. The Contractor shall have no capacity to involve the Westfield Public Schools or the City of Westfield in any contract nor to incur any liability on the part of the Westfield Public Schools or the City of Westfield.

#### **14. REMEDIES OF THE SCHOOL COMMITTEE**

- 14.1 If the Contractor fails to perform services, or perform services in a manner which is not in accordance with the terms and conditions of this contract, the School Committee may make any reasonable purchase or contract to purchase services in substitution for service due from Contractor, and may deduct the cost of any substitution contract, or the damages sustained by the School 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 to become due.
- 14.2 If damages sustained by the School Committee as determined by the Superintendent, exceed sums due or to become due, the Contractor shall pay the difference to the School Committee upon demand.
- 14.3 The Contractor agrees that if it is determined at any time by the School Committee that the Contractor has substantially violated any of the provisions of this contract, the School Committee may terminate this contract at any time. Any such determination may be based on default in performance, nonconformity of performance, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or a general assignment for the benefit of the Contractor's creditors which impairs the value of service under this contract.
- 14.4 The School Committee reserves the right to amend the contract in accordance with paragraph 14.3 hereof.
- 14.5 The contractual obligation of the Westfield School Committee after the initial year of the contract is contingent on the availability of appropriated funds. Consequently, the contract may be terminated by the Committee or the Contractor should the City of Westfield fail lawfully to appropriate sufficient funds to pay its obligations pursuant to the contract.
- 14.6 The contract may be mutually terminated by both parties in writing.

## **15. LAWS AND PUBLIC POLICY**

- 15.1 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 such clause.
- 15.2 The Contractor shall keep itself fully informed of, and agrees to comply with all pertinent federal, state and municipal laws, ordinances, rules and regulations in any manner affecting the services contemplated by this contract.
- 15.3 The Contractor shall procure all applicable permits, licenses and approvals necessary for the performance of services under this contract at Contractor's expense.

## **16. EMERGENCY / EARLY CLOSINGS / DELAYED OPENINGS**

- 16.1 Adequate provisions shall be taken by the Contractor for service to the Westfield Public Schools in the performance of the regular bus run at times other than those scheduled, which may be required by emergency closing due to changing weather conditions, early dismissals, late dismissals, delayed openings, curriculum days, or other reasons deemed necessary by the Superintendent of Schools, at no additional cost.

## **17. ROUTE SCHEDULE**

- 17.1 The Transportation Director will provide details of the bus routes, the schedule of such routes and the names of the students riding on such routes for all regularly scheduled transportation. These routes will contain directions for transporting students to and from school. The length or duration of individual routes, direction of travel, location of pupil pickup points, and number of riders may vary during the period of this Transportation Contract.

## **18. SCHOOL DAYS**

- 18.1 Transportation is to be provided in accordance with these provisions of the Transportation Specifications. However, in the event that changes in the duration of the school day or the starting and dismissal times of any of the schools are made, the Contractor will be required to provide service according to any modified school day plan, until such time as the normal school pattern can be re-established. No increase in the daily compensation rate shall be made, should this situation occur, nor shall a decrease in the compensation rate be made in the event that the modified school day plan requires fewer miles of daily driving for a vehicle.
- 18.2 The Westfield Public Schools shall operate on an anticipated 180-day class schedule. The District reserves the right to alter this schedule, up or down, or to

reschedule class days for whatever reason as may be considered necessary by the School Committee. The Contractor should note that at various times throughout the year the calendar might require half-day release or late start days. Transportation is to be provided in accordance with the provisions of the transportation specifications. In the event that changes in the duration of the school day or the starting and dismissal times of any of the schools are made, the contractor will be required to provide service according to the modified school day plan, until such time as the normal school pattern can be re-established. No increase in the daily compensation rate shall be made, should this situation occur, nor shall a decrease in compensation rate be made in the event that the modified school day plan requires fewer miles of daily driving for a vehicle.

- 18.3 In the event of a Force Majeure which results in closure of the school district for a period of ten (10) or more consecutive days, the Westfield School Committee, in its sole and exclusive discretion, shall have the right and option to suspend Contractor services for the period of such closure by written notice of such suspension of service from the Westfield School Committee, or the Superintendent acting on behalf of the Westfield School Committee, to the Contractor which notice shall, in the discretion of the Westfield School Committee, be retroactive to the first date of such closure. Force Majeure shall be deemed to mean acts of God, or other events beyond the control of the Westfield School Committee that could not have been both reasonably foreseen and prevented by the Westfield School Committee acting on its own. For these purposes, such acts or events shall include unusually severe weather affecting student or staff ability to travel to school or presenting a danger for student or staff to be present in school or causing damage to school grounds, buildings or facilities, floods, hurricanes, tornadoes, epidemics, pandemics, local health emergency or illness prevalent in the Westfield Public School District, wars, riots, strikes, lockouts or other industrial disturbances, protest, demonstrations declaration of emergency and/or executive order of the President of the United States or the Governor of Massachusetts or the Mayor for the City of Westfield, or order of any court of competent jurisdiction which could not have been both reasonably foreseen and prevented by the Westfield School Committee acting on its own. For purposes of this section, any declaration of emergency and/or executive order of the President of the United States or the Governor of Massachusetts or the Mayor for the City of Westfield, or any order of any court of competent jurisdiction shall be deemed beyond the control of the Westfield School Committee and not reasonably foreseeable or preventable by the Westfield School Committee acting on its own.



## **19. ROUTE DETAILS**

- 19.1 The Westfield Public School Department expects to operate twenty-two (22) buses during the 2021-2022 school year. The twenty-two (22) buses will travel approximately 964 miles per day and transport approximately 320 students.

The daily mileage is calculated from the first pickup to arrival at the school; including the return trip in the afternoon.

Specific route descriptions are not provided as part of these specifications. Bid prices must be based on the estimated daily mileage listed above.

Substantial changes in the daily mileage (i.e. increases or decreases exceeding 15%) will be prorated.

- 19.2 The Superintendent and/or designee reserves the right to make changes in routes during the contract period. When changes are made that either increase or decrease route mileages, the following rules shall apply:

It is agreed that the term “mileage” (for purposes of the bid and contract) means the total miles traveled daily by the Company’s buses in providing transportation to and from schools for pupils authorized to so travel but shall not include any mileage incurred in traveling without passengers, from the end of one route to the beginning of another route or in traveling from the Company’s garage to the beginning of a route or from the end of a route to the Company’s garage. Any changes to this contract which result in changes in mileage shall be prorated.

## **20. FIELD TRIPS, AND SUMMER TRANSPORTATION**

- 20.1 The Westfield Public Schools may need school bus transportation for field trips. The Contractor agrees to furnish such transportation whenever requested at the rates set forth in their accepted bid on Bid Form 3. Payments for services provided under this paragraph shall be paid within forty- five (45) days of receipt of an itemized invoice and certified payroll sheets.

- 20.2 Miles for billing purposes shall be “live miles” (i.e. miles when students are on the bus). Miles from the garage/parking location to a pickup/drop-off point are not billable miles. Mileage charges must not include driver time costs, which are billable separately.

- 20.3 The Westfield Public Schools may need transportation for summer programs. The Contractor agrees to furnish such transportation whenever requested at the rates set forth in their accepted bid on Bid Form 3. Payments for services

provided under this paragraph shall be paid within forty-five (45) days of receipt of an itemized invoice and certified payroll sheets.

## **21. ADJUSTMENT CLAUSE**

21.1 **FUEL ADJUSTMENT CLAUSE:** The monthly cost of the contract will be adjusted based upon the price of fuel established at the time of the bid (Base Price). The index to be used in these calculations will be the Lower Pioneer Valley Educational Collaborative (LPVEC) petroleum price web site page. From the index, the price posted for unleaded gasoline, spot market Boston, unbranded Ethanol Low shall be used. From the index, the price posted for diesel fuel, spot market for New Haven Low shall be used.

A fuel adjustment will be calculated using the following information:

An average of 8 miles per gallon will be used for the buses described in this bid specification.

Mileage of this bid specification. Only live mileage is to be used for this calculation.

The base price per gallon is \$1.8480 (gasoline) and \$1.9646 (diesel) which was determined by the Spot Market price for gasoline/diesel fuel as documented by the Lower Pioneer Valley Educational Collaborative Fuel Consortium for February 26, 2021. Fuel for school buses is exempt or rebated from Federal excise tax.

Calculations must be forwarded **monthly** to the Director of Transportation on the form provided on Bid Form 16 of the bid specifications. Adjustments will be made only when the average monthly price varies from the Base Price by +/- \$.10. The adjustment for decreases or increases shall be made based on the arithmetical price to four decimals as published. Calculations are subject to review and approval by the Director of Transportation.

**WESTFIELD PUBLIC SCHOOLS SPECIAL EDUCATION IN DISTRICT  
TRANSPORTATION BID  
JULY 1, 2021 – JUNE 30, 2024  
BID NO. SCH21-002**

**BID FORM 1**

**BIDDER REGISTRATION FORM**

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

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

\_\_\_\_\_

**Person Authorized To Sign on Behalf of Company:**

**Name (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

WESTFIELD PUBLIC SCHOOLS  
 SCHOOL BUS TRANSPORTATION CONTRACT  
 SPECIAL EDUCATION IN DISTRICT TRANSPORTATION  
**THREE-YEAR CONTRACT**

**Bid Form 2**

**Rule for Award:**

One contract for all regular routes, field trips and summer buses will be awarded to the responsive and responsible bidder with the lowest grand total price.

**Prices based on estimated Twenty-Two (22) Buses Per Year**

	Per Bus Cost	Daily Rate	Annual Cost	Additional Cost Per Mile *
2021-2022	_____	_____	_____	_____
2022-2023	_____	_____	_____	_____
2023-2024	_____	_____	_____	_____
<b>Total 3 Year Cost</b>		_____		

\* Cost per mile will be used for increases / decreases exceeding 15%, as specified in the Route Detail sheet.

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Print Name - Title

WESTFIELD PUBLIC SCHOOLS  
SCHOOL BUS TRANSPORTATION CONTRACT  
SPECIAL EDUCATION IN DISTRICT TRANSPORTATION  
**THREE-YEAR CONTRACT**

**Bid Form 3**

**Rule for Award:**

One contract for all regular routes, field trips and summer transportation will be awarded to the responsive and responsible bidder with the lowest grand total price.

---

**Field Trips & Summer Buses**

The Westfield Public Schools estimates that we will require approximately 50 field trips. These trips are estimated to require 500 miles of travel and 100 hours of waiting time. It is further estimated that Westfield Public Schools will require approximately 25 days of in-town summer school transportation (estimated 10 buses).

Bidder should be aware that these are estimates only, and do not guarantee an annual revenue. Payments will be based on actual trips and detailed invoices.

Miles for billing purposes shall be “live miles” (i.e. miles when students are on the bus). Miles from the garage/parking location to a pickup/drop-off point are not billable miles.

Waiting time charges will be from the time the bus is requested for pickup until they depart the school and when they arrive at their destination (children exit bus) until they depart the destination (children get back on the bus). Travel to and from garage site is not included.

Invoices will include a copy of the driver’s trip report. Driver’s trip report will include the following information:

Start Mileage  
End Mileage

Start Wait Time  
End Wait Time

Contractor must have at least three (3) vehicles and drivers available at any time outside of home-to-school or school-to-home times for these trips.

The Contractor agrees that all school bus drivers assigned to these trips shall know and be fully informed as to the safest and most economical route to reach the destination of each and every trip.

In-town trips: Contractor must supply a flat rate for all in-town trips, which should be based on 20 passenger buses and wheelchair bus

**IN-TOWN TRIPS:**

**\*Actual miles can vary**

**Year 1-2021/2022:**

Flat Charge: \_\_\_\_\_

Price per trip \_\_\_\_\_ x 50 trips (approx.) = \_\_\_\_\_ Total Cost Year 1

**Year 2-2022/2023:**

Flat Charge: \_\_\_\_\_

Price per trip \_\_\_\_\_ x 50 trips (approx.) = \_\_\_\_\_ Total Cost Year 2

**Year 3-2023/2024:**

Flat Charge: \_\_\_\_\_

Price per trip \_\_\_\_\_ x 50 trips (approx.) = \_\_\_\_\_ Total Cost Year 3

**Three-Year Total:** \_\_\_\_\_

**OUT-OF-TOWN TRIPS:**

<p><b>Year 1-2021/2022:</b> Price per mile: _____ x 500 miles = _____ Cost Price per hour of waiting time: _____ x 100 hours = _____ Cost</p> <p><b>Year 1-2022/2023:</b> Price per mile: _____ x 500 miles = _____ Cost Price per hour of waiting time: _____ x 100 hours = _____ Cost</p> <p><b>Year 1-2023/2024:</b> Price per mile: _____ x 500 miles = _____ Cost Price per hour of waiting time: _____ x 100 hours = _____ Cost</p> <p style="text-align: center;"><b>Three-Year Total:</b> _____ Total Cost</p>
--

**SUMMER TRANSPORTATION:**

**Estimated need:** 10 buses for 25 days per year.

<p><b>Year 1-2021/2022:</b> Cost per bus per day: _____ x 10 buses x 25 days = _____</p> <p><b>Year 2-2022/2023:</b> Cost per bus per day: _____ x 10 buses x 25 days = _____</p> <p><b>Year 3-2023/2024:</b> Cost per bus per day: _____ x 10 buses x 25 days = _____</p> <p style="text-align: center;"><b>Three-Year Total:</b> _____ Total Cost</p>
---

<p><b>THREE-YEAR GRAND TOTAL FROM FORM 2 &amp; FORM 3</b></p> <p><b>TOTAL from Form 2 = \$</b> _____</p> <p><b>TOTAL from Form 3 = \$</b> _____</p> <p><b>GRAND TOTAL = \$</b> _____ <i>(Sum of Form 2 &amp; 3)</i></p>
---

WESTFIELD PUBLIC SCHOOLS  
SCHOOL BUS TRANSPORTATION CONTRACT

**Bid Form 4**

**STATEMENT OF BUSINESS EXPERIENCE AND ABILITY TO PERFORM**

---

Company Name

1. How long have you been in the school bus transportation business?  
\_\_\_\_\_years.
  
2. How many 20 passenger school buses do you own at present? \_\_\_\_\_  
How many other buses do you own at present? \_\_\_\_\_
  
3. What School Department (s) in Massachusetts are you under contract with?  
(List the number of 20 passenger buses committed to each contract)  

<u>School Department</u>	<u>Phone #</u>	<u># of Buses</u>	<u>Exp. Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
  
4. State office personnel and facilities, telephone numbers, maintenance staff and facilities, and other facilities which bear upon ability to provide transportation as requested in these specifications.  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. State plan for the location and garaging of the buses which will provide transportation services to the Westfield Public Schools.  
  
\_\_\_\_\_  
\_\_\_\_\_



WESTFIELD PUBLIC SCHOOLS  
 SPECIAL EDUCATION IN DISTRICT  
 SCHOOL BUS TRANSPORTATION CONTRACT  
**Bid Form 5**

List all vehicles including spares to be used to fulfill this contract if awarded:

Note: If bus(es) are not currently owned, note such with an \* next to the Bus # and describe the vehicle you anticipate purchasing.

Bus #	Make of Body	Make of Chassis	Mfg. Yr.	Max Seat Capacity	Current Mileage	Current Condition
1	_____	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____	_____
9	_____	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____	_____
11	_____	_____	_____	_____	_____	_____
12	_____	_____	_____	_____	_____	_____
13	_____	_____	_____	_____	_____	_____
14	_____	_____	_____	_____	_____	_____
15	_____	_____	_____	_____	_____	_____
16	_____	_____	_____	_____	_____	_____

Bus #	Make of Body	Make of Chassis	Mfg. Yr.	Max Seat Capacity	Current Mileage	Current Condition
17	_____	_____	_____	_____	_____	_____
18	_____	_____	_____	_____	_____	_____
19	_____	_____	_____	_____	_____	_____
20	_____	_____	_____	_____	_____	_____
21	_____	_____	_____	_____	_____	_____
22	_____	_____	_____	_____	_____	_____

**SPARE BUSES:**

Bus #	Make of Body	Make of Chassis	Mfg. Yr.	Max Seat Capacity	Current Mileage	Current Condition
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

**BID FORM 6**

**ASSURANCE OF NON-DISCRIMINATION COMPLIANCE**

The undersign 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, layoff, or hiring.
- Rates of pay or any other form of compensation and changes 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.

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BID FORM 7**

**AUTHORIZATION FOR RELEASE  
OF REFERENCE INFORMATION**

**NAME**

**PROPOSING BIDDER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

I hereby authorize \_\_\_\_\_ to release any and  
(Reference – do not fill in)

All information regarding our transportation performance.

Furthermore, I agree to hold \_\_\_\_\_, both  
(Reference – do not fill in)

Personally and severally, harmless from any liability associated with the provision of this reference information.

The reference information provided will be confidential and used exclusively for the purpose of evaluating the bidder's proposal to provide school bus transportation.

A photo static copy of this authorization is acceptable with the same authority as an original.

**NAME OF AUTHORIZING OFFICIAL:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZING OFFICIAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BID FORM 8**

**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.

Typed name of person authorized to bind

the Corporation or Company \_\_\_\_\_

Signature and Date \_\_\_\_\_

Name of Corporation or Company \_\_\_\_\_

Bidder's Signature \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_

**BID FORM 9**

**TAX COMPLIANCE CERTIFICATION**

Pursuant to MG c. 62C, S49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigns knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. \*

Contractor \_\_\_\_\_

-----  
\*\*Signature of Individual or  
Corporate Contractor (Mandatory)

-----  
\*\*\*Contractor's S.S. Number  
or FID Number (Voluntary)

By: -----  
Corporate Officer (Mandatory, if applicable)

Date: -----

- The provision in the Attestation relating to child support applies only when the Contractor is an individual.
- Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.
- Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, S 49A.

**BID FORM 10**

**NON COLLUSION**

As per Chapter 30B, Section 10, any person submitting a bid or a proposal for the procurement of disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

**The undersigned certifies under penalties of perjury that his bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word : “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**BID FORM 11**

**TERMINAL LOCATION**

To be completed by all Bidders:

State your plan for the garaging and maintaining of the buses to be used for this contract.  
Please identify the address, if known.

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Submitted by: \_\_\_\_\_

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

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



**BID FORM 12**

**STATEMENT OF UNDERSTANDING**

The undersigned assures that this bid is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work; that he has informed himself in full in regard to the "INFORMATION AND INSTRUCTION TO BIDDERS", and other information attached to this bid. Also he has made his own examinations and estimates and from them makes this bid. Also that he is in full knowledge that all of the aforementioned information and other materials attached to this bid shall become part of the contract.

The undersigned understands that the School Committee reserves the right to waive any informalities, or reject any and all bids or any part thereof, and/or accept any bid or part thereof which are in the best interest of the School District.

With the above understanding, the undersigned proposes to furnish TRANSPORTATION OF STUDENTS to the Westfield Public School District and to comply in all respects with said specifications for the sum or sums stated.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**BID FORM 13**

**EMERGENCY EVACUATION PLAN**

Successful Contractor shall agree to comply with a future District Emergency Evacuation Plan consistent with the requirements of the “No Child Left Behind Act”. This plan may require the evacuation of Special Education In District students from all of its schools to a designated off-site location.

Total enrollment at the District schools is 320 students. In addition, a staff member will be assigned to each bus.

In the event that the Contractor does not have sufficient vehicles to provide immediate transportation to all students simultaneously, Contractor will provide a plan, acceptable to the District, to obtain such vehicles required in an emergency situation.

The cost, should the District elect to evacuate all students under this plan, either for an actual emergency or for an emergency evacuation drill shall be:

\$ \_\_\_\_\_ per hour per vehicle

Signature: \_\_\_\_\_

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

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

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

**BID FORM 14**

**NOTARIZED SIGNATURE**

I (We) hereby swear that this bid is made without the knowledge of or collusion with any other person, firm, corporation, or agent submitting a proposal for furnishing said service, and that only the following persons are interested with the undersigned in making this bid:

**NAME OF BIDDER**

**CORPORATE ADDRESS**

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Post Office Address:

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

\_\_\_\_\_  
\_\_\_\_\_

**THIS MUST BE ACCOMPANIED BY A CERTIFIED VOTE AUTHORIZING THE SIGNER TO SIGN ON BEHALF OF THE BIDDER.**

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
, NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

**BID FORM 15**

**ROSTER OF BUS DRIVERS/MONITORS**

To be submitted prior to start of school annually. Attach and submit copies of CDL licenses, school bus driver certificates, medical cards, driver/monitor record checks, and CORI authorizations to the Director of Transportation in a sealed envelope prior to August 1 annually.

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Name \_\_\_\_\_

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WESTFIELD PUBLIC SCHOOLS  
 SPECIAL EDUCATION IN DISTRICT  
 SCHOOL BUS TRANSPORTATION BID  
**BID FORM 16**  
**MONTHLY FUEL ADJUSTMENT CLAIM FORM**

Base Price February 26, 2021 – LPVEC Collaborative:

Spot Market Price – Diesel    \$1.9646  
 Spot Market Price – Gas        \$1.8480

Average LPVEC Price - \_\_\_\_\_ to \_\_\_\_\_    \$ \_\_\_\_\_  
 (Diesel)                      1<sup>st</sup> date of month    last date of month    Average for Month

Average LPVEC Price - \_\_\_\_\_ to \_\_\_\_\_    \$ \_\_\_\_\_  
 (Gas)                              1<sup>st</sup> date of month    last date of month    Average for Month

**Monthly Average for diesel must be over \$2.0646 or under \$1.8646 to qualify for adjustment claim. If the average is over or under calculate the adjustment below.**

**Monthly Average for gas must be over \$1.9480 or under \$1.7646 to qualify for adjustment claim. If the average is over or under calculate the adjustment below.**

- A. Base Price Minus Monthly Average Price = Gross Differential
- B. Total Daily Route Mileage/Miles per Gallon of Vehicle (8) = Gallons Used Per Day
- C. Number of Days Transported for the current month

If the Total Fuel Adjustment for the month is a negative, the Contractor will issue an invoice to the Westfield Public School Department in that amount.

If the Total Fuel Adjustment for the month is a positive, the Contractor will issue a credit invoice to the Westfield Public School Department in that amount.

**THIS FUEL ADJUSTMENT FORM MUST BE FORWARDED ON A MONTHLY BASIS.**

**Westfield Public Schools  
Special Education In District  
School Bus Transportation Bid  
BID FORM 17**

**CHECKLIST**

- \_\_\_\_\_ Required Performance Bond Binder/Type of Surety
- \_\_\_\_\_ Bid Deposit
- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Signed Clerk's Certificate (Corporate Vote)
- \_\_\_\_\_ Bid Form 1: Bidder Registration Form
- \_\_\_\_\_ Bid Form 2: Cost Sheet
- \_\_\_\_\_ Bid Form 3: Field Trip and Summer Costs
- \_\_\_\_\_ Bid Form 4: Statement of Business Experience
- \_\_\_\_\_ Bid Form 5: Description of Equipment to be used
- \_\_\_\_\_ Bid Form 6: Non-Discrimination Compliance
- \_\_\_\_\_ Bid Form 7: Authorization for Release of Reference Information
- \_\_\_\_\_ Bid Form 8: Non-Default Certificate
- \_\_\_\_\_ Bid Form 9: Tax Compliance Certification
- \_\_\_\_\_ Bid Form 10: Non Collusion
- \_\_\_\_\_ Bid Form 11: Terminal Location
- \_\_\_\_\_ Bid Form 12: Statement of Understanding
- \_\_\_\_\_ Bid Form 13: Emergency Evacuation Plan
- \_\_\_\_\_ Bid Form 14: Notarized Signature
- \_\_\_\_\_ Bid Form 15: Roster of Drivers
- \_\_\_\_\_ Bid Form 16: Monthly Fuel Adjustment Claim Form
- \_\_\_\_\_ Bid Form 17: Checklist

**WESTFIELD PUBLIC SCHOOLS – TRANSPORTATION BID**

**EVALUATION CRITERIA**

**Bidder:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Responsive:           **Yes** \_\_\_\_\_           **No** \_\_\_\_\_

Responsible:           **Yes** \_\_\_\_\_           **No** \_\_\_\_\_

**Total Contract Cost** \$ \_\_\_\_\_

**Low Bid**                   **Yes** \_\_\_\_\_           **No** \_\_\_\_\_

**Submittals:**

**Complete**  
**Yes    No**

<b>Form 1 – Bidder Registration Form</b>	-----	-----
<b>Form 2 – Cost Sheet</b>	-----	-----
<b>Form 3 – Field Trips and Summer Costs</b>	-----	-----
<b>Form 4 – Statement of Business Experience</b>	-----	-----
<b>Form 5 – Equipment Description</b>	-----	-----
<b>Form 6 – Non- Discrimination Compliance</b>	-----	-----
<b>Form 7 – Release of Reference Information</b>	-----	-----
<b>Form 8 – Non-Default Certificate</b>	-----	-----
<b>Form 9 – Tax Compliance Certification</b>	-----	-----
<b>Form 10 – Non Collusion</b>	-----	-----
<b>Form 11 – Terminal Location</b>	-----	-----
<b>Form 12 – Statement of Understanding</b>	-----	-----
<b>Form 13 – Emergency Evacuation Plan</b>	-----	-----
<b>Form 14 – Notarized Signature</b>	-----	-----
<b>Form 15 – Roster of Drivers</b>	_____	_____
<b>Form 16 – Monthly Fuel Adjustment Claim Form</b>	_____	_____
<b>Form 17 – Checklist</b>	_____	_____
<b>Certificate of Insurance</b>	-----	-----
<b>Bid Deposit</b>	-----	-----
<b>Required Performance Bond Binder/Type of Surety</b>	-----	-----
<b>Signed Corporate Vote</b>	_____	_____





**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS**

**Prevailing Wage Rates**

**As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Westfield Public Schools

**Contract Number:**

**City/Town:** WESTFIELD

**Description of Work:** Transportation for regular & SPED students.

**Job Location:** Westfield

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>School Bus</b>						
Athletic/Field Trips/Extra-Curricular (Waiting Time Only-Westfield) <i>SCHOOL BUS - 448/LBI-WESTFIELD</i>	06/30/2016	\$18.00	\$-	\$0.00	\$0.00	\$18.00
School Bus Driver <i>SCHOOL BUS - 448/LBI-WESTFIELD</i>	06/30/2016	\$23.00	\$-	\$0.00	\$0.00	\$23.00

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.