

**ATTLEBORO SCHOOL DEPARTMENT
ATTLEBORO, MASSACHUSETTS
SCHOOL BUS TRANSPORTATION SPECIFICATIONS**

I. GENERAL TERMS AND CONDITIONS

- 1.1 The specifications contained herein shall govern the providing of school bus transportation or other appropriate transportation for the following students during the three (3) school years beginning July 1, 2022, and ending June 30, 2025, with two one year renewal options:
- (1) Public and private students living within the City of Attleboro; grades Pre-K-I2;
 - (2) Special Education pupil/regular education mini-bus transportation.
 - (3) Title I Students, Specialized K Programs
 - (4) Local school activities of public school students.
 - (5) Out-of-City activities of public school students.
 - (6) Mid-day K transportation
 - (7) Elementary and Middle School late buses
 - (8) Summer school transportation; which will utilize the same bus price structure for the school year most recently completed.
- 1.2 The Contractor selected by the School Committee to provide such transportation shall enter into a written contract or contracts with the City of Attleboro to provide the transportation for a period of three (3) school years beginning with the first day of the school year in July 2022 and ending on the last day of the school year in June 2025. There will be two (2) one-year renewal options for the 2025-206 and the 2026-2027 school years. These specifications shall be incorporated in and made part of any such contract or contracts. No assignment of any contract in whole or in part shall be made by the Contractor without the express written approval of the School Committee.
- 1.3 The Contractor shall be required to carry students to and from whatever schools, public or private, the students are assigned and at the arrival and departure times designated in Appendix D, attached hereto and made a part hereof. It is understood that there may be changes in present routes due to the redistricting of students and for other reasons which are considered reasonable and necessary in the best interests of the City of Attleboro. The Contractor shall conform to all transportation rules, regulations and policies now in existence and to any and all reasonable changes or amendments in such rules, regulations and policies which the Committee may enact in the best interest of the

City of Attleboro. The Contractor shall submit to the Superintendent of Schools for the first school year, the bus routes and a list of drivers no later than the Friday of the first week of August. For the second and third school years and subsequent years such information shall be submitted by the Friday of the first week of August.

- 1.4 The Contractor shall be required to conform to the rates of wages as determined by the Commissioner of Labor and Industries of the Commonwealth of Massachusetts in accordance with the provisions of Chapter 71, Section 7A of the Massachusetts General Laws. Copy of such wage rates is attached and shall be applicable during the term of the contract.
- 1.5 All aspects of the Highway Safety Program, Standard I7 of the Federal School Bus Safety Standards that are in effect in the Commonwealth of Massachusetts shall apply to all contracts entered into by the Contractor and the City of Attleboro.
- 1.6 It is understood that in some schools there may be either double sessions or other unusual situations which result in differences in the scheduling of school times. It is recognized that such situations may result in changes in the agreed contractual costs of providing transportation to the schools involved. Such changes in costs shall be mutually negotiated. If an agreement cannot be reached, it is understood and agreed that the Contractor will relinquish all financial claims and other rights guaranteed to it with respect to the particular school or schools involved, and that the School Committee may seek new bids for the required transportation of pupils to the school or schools involved. The Contractor agrees to maintain services at the rate contained in its bid to this invitation for bids until such time that a new vendor has been retained to provide the services which are being disputed.
- 1.7 The Contractor shall be required to make provisions with the School Department to transport students on days designated as Early Release Days.
- 1.8 Each contract entered into shall be subject to a fuel adjustment clause. The Contractor shall complete the fuel adjustment clause set forth in Appendix A, attached hereto and made a part hereof. Please note that the School Department may require any and all reasonable documentation which is necessary to verify any fuel adjustment.
- 1.9 In the event the Contractor, for any reason other than an act of God, fails to adhere, perform, or comply with any of the terms or conditions of its contract or contracts, the contract will be subject to cancellation forthwith upon written notice to the Contractor of such termination. Actual written notice delivered in hand to the Contractor or mailed to its business address shall be considered sufficient written notice hereunder. In the event of cancellation of the contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another transportation Contractor, the original Contractor will be responsible for indemnifying the City of Attleboro contract including service for the duration of the term of the original contract notwithstanding whether or not the School Committee should require a performance bond. The Contractor shall be liable to the City of Attleboro for all damages and losses incurred by the City by reason of the Contractor's failure to perform the contract including additional costs which may be charged by any successor Contractor.

- 1.10 The Contractor must meet the requirements of all State laws and regulations relating to transportation of school pupils, as well as the regulations and other requirements of the Department of Education, the Registry of Motor Vehicles, Massachusetts State Police, and the School Committee.
- 1.11 The Contractor must understand and agree that this Contract exists to serve the citizenry, especially the public and private school students, of the City of Attleboro. Parents, students, and school department personnel must be treated courteously and with respect. Vulgar and disrespectful behavior on the part of the Contractor or any of its employees will not be tolerated. Such behavior on a continuing basis will result in termination of the contract and forfeiture of the Contractor's performance bond. The School Committee or the Superintendent of Schools has the authority to terminate the contract as a result of such behavior.
- 1.12 The Contractor must carry out all reasonable requests of the School Committee or its authorized representatives.
- 1.13 The buses engaged in the performance of this contract are to be used for transporting students to and from Attleboro Public/Private Schools on the days that the Attleboro Public Schools are in regular session. The Contractor acknowledges and agrees to ensure that its drivers understand that only Attleboro Public/Private School students may be transported in these school buses unless prior permission has been obtained. When buses are used for field trips, they may transport teachers and chaperones assigned by the schools as well as students. Violation of this procedure is cause for immediate dismissal of the driver.
- 1.14 The Contractor is required to provide the district accurate routing information on a quarterly basis in order for the district to be able to assure that routes are optimized and are the best configuration for serving the district.
- 1.15 The Contractor shall not assign or sublet the contract in cases which are prohibited by law. In cases which may not be prohibited by law, the Contractor may assign or sublet the contract, only if approved in writing by the School Committee, and the action is in full compliance with all applicable directives and laws.
- 1.16 Nothing in this bid will preclude the school department from using its own vehicles for student transportation purposes at any time during the term of this contract. The Contractor recognizes and agrees that it shall have no right to compensation in such an eventuality.
- 1.17 In all cases, tolls, parking fees and bus expenses will be paid by the Contractor.
- 1.18 The Contractor agrees to maintain an accurate master clock in the base of operations and will insure that each driver has and uses a dependable timepiece that is to be verified at regular intervals.

- 1.19 If the School Committee deems it necessary, it may require the Contractor to prove sufficient financial strength to carry out such a contract before making an award of bid. The Contractor will be required to obtain a performance bond equal to the full amount of the annual contract to be furnished at the Contractor's expense. If after successful experience, the School Committee reserves the right to cancel such performance bond if it is deemed in the best interest of the School District. Cost of the performance bond must appear on the cost to add or delete incremental sheet (Appendix C).
- 1.20 Development of routes is the responsibility of the Contractor, however the Contractor will work with the Attleboro Public Schools to develop the most efficient routes possible. The Contractor is encouraged to transport students in the most cost effective manner consistent with the attached school time schedules (Appendix D) and in accord with sections 7.4 - 7.6 of this document. Opening and ending time schedules at each school is the guide for Contractors to compute their routes. Any additional cost associated with extra time will be considered the responsibility of the Contractor once the bid has been accepted.
- 1.21 It is the responsibility of the Contractor to provide all necessary student safety training and evacuation drills required by law. The scheduling of such training will be coordinated by the contractor with School Principals and the Attleboro Police Department Safety Officer. Written confirmation of completion of the required drills will be provided to the District within 10 business days of the last drill completed.
- 1.22 The Contractor shall indemnify, defend and hold the City of Attleboro and the Attleboro School Committee harmless for any and all claims, loss, cost, expense or damage of any kind resulting from or arising out of performance of the contract by the Contractor, its officers, agents or employees.
- 1.23 No bids shall be accepted, nor contract awarded, to any Contractor whose performance on any previous contract with this or any other School Department has been determined to be unsatisfactory. Because of the magnitude of this bid the bidder must provide proof that he/she has been in the student transportation business for at least 3 years. The School Committee reserves the right to be the sole judge in this decision.
- 1.24 In the event of a strike or any other reason causing the interruption of services or operations, the School Committee has the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. If other transportation is not secured, deduction will be made from the monthly payment to the Contractor for each day of service not rendered. These deductions will be based upon 180 operating days.
- 1.25 All bus stops used in the performance of this contract will be stops established to maximize the efficiency of the bus routes in the City of Attleboro. The School Committee and the Superintendent of Schools or their authorized representatives reserve the right to change, add or remove bus stops. The Contractor has two days from the time of written notification to comply with these changes.

- 1.26 The Contractor will be required to provide the Business Office of the Attleboro Public Schools information necessary to complete required reports for the State of Massachusetts Department of Elementary and Secondary Education End of Year Report.
- 1.27 There will be no scheduled double runs of the same bus at the same school. For example, a bus cannot make an elementary school run and then be scheduled to return to the same school for a second run. A double run may be authorized by the Superintendent of Schools or his/her designee in the event of an emergency on an individual basis.
- 1.28 School Principals must be notified of changes in drivers, routes, bus stops, and any emergencies that arise which affect their schools. In addition, School Principals should be given notice in writing prior to changing routes or bus stops.
- 1.29 The Contractor will submit to the Superintendent of Schools not later the Friday of the first week of August of each school year a digital list containing the following information:
- a. Driver information: name, address, telephone number, date of birth, type of driver's license, license number including date of issuance and date of expiration, accident record for past three years
 - b. Current CORI checks on each driver hired by the Contractor
 - c. Bus number and route number
 - d. Bus information: manufacturer, model, capacity, date of manufacture, chassis serial number, registration number.
 - e. This listing must be updated and resubmitted with any new driver hired or any new piece of equipment employed to serve this contract
- 1.30 The School Department specifically reserves the right, at any and all times, to reject the use of any bus driver(s) in support of this contract. Each year of this contract is individually subject to the appropriation of funds. The contract will be canceled in total if no funds are appropriated or otherwise made available. The contract may be modified in part consistent with the amount of funds appropriated. The School Department has the sole discretion to make any and all decisions concerning whether or not funds are available to support any resulting contracts.
- 1.31 It is the intention of the Attleboro School Committee that one contract will be awarded for proposals 1-4. The award will be made to the lowest responsive and responsible bidder. Since only one contract will be awarded, all bidders must fully respond to each proposal (1-4) to be eligible for consideration. Any bid which does not fully respond will be deemed "non-responsive". No deviations of substance (rather than form) will be allowed. All bidders must tally Proposals 1-4 and enter them on the Master Bid Form found after Proposal 4.

- 1.32 Buses and mini-buses will be added or deleted to the contract at the price per day per vehicle as bid. Bidders must complete the incremental cost to add or delete sheet (Appendix C).
- 1.33 This contract shall incorporate a Fee for Service System and it is the intention of the Attleboro School Committee to provide the Fee for Service System for the duration of this contract.
- 1.34 The School Committee will be responsible for overseeing the operation of the fee for service transportation system and will coordinate with the contractor to insure a smooth, cost effective operation. The Contractor will provide the same scope of service to fee for service students as provided for eligible riders who are entitled to under School Committee Policy. The School Committee will assume the responsibility for collecting money, authorizing ridership for the fee for service transportation plan and providing an authorized list of fee for service riders no later than August 15 of each contractual year.
- 1.35 At no time will students be allowed to stand while the bus is moving.

II. EQUIPMENT

- 2.1 All buses shall be operated and equipped in accordance with the laws of the Commonwealth of Massachusetts, the regulations of the Massachusetts Department of Elementary and Secondary Education, the Registry of Motor Vehicles and the Massachusetts State Police. Amendments made thereto in effect at the time of the implementation of this contract and which shall be in effect during the term of this contract unless the vehicles are exempt under Chapter 90, Section 1. Buses shall be standard yellow, with standard 8-way blinking lights, stop arms, interior and exterior speakers and front bumper crossing bars.
- 2.2 The Contractor shall provide sufficient buses to comply with its respective proposals. It is estimated that 28 regular size passenger buses with a minimum seating capacity of 71 seats and 12 mini-buses with a minimum seating capacity of 29 seats will be required to fulfill the contract obligation. Bidders will use these numbers for the purpose of bid proposals. Projected numbers of buses could be as few as 24 and as many as 31. Projected numbers of mini-buses could be as few as 10 and as many as 13.
- 2.3 If for any reason the equipment described in Section 2.1 above cannot be operated on any school day, the Contractor shall provide suitable insured transportation in place thereof at no additional charge, and such equipment shall be acceptable to the Registry of Motor Vehicles and Massachusetts State Police and meet all State Inspection Requirements.
- 2.4 All buses shall be lettered **Attleboro Public Schools** on both sides and shall be clearly marked with bus numbers or route numbers as required by Massachusetts State Police or Registry of Motor Vehicles guidelines, laws or regulations. Lettering and numbering must be of sufficient size and clarity to clearly indicate applicable buses to both students and school personnel.

- 2.5 Each bus shall carry at all times the following equipment:
1. One set of flares
 2. One first-aid kit to include latex gloves
 3. One set wheel chocks
 4. One fire extinguisher
 5. Radio with fixed crystal frequency
 6. Any other equipment deemed necessary by the Commonwealth of Massachusetts.
- 2.6 The Contractor shall not use, at any time during the performance of this contract, a 71-passenger bus or 29 passenger mini-bus that manufacture's model year is not 2017 or newer at the start of the execution of this contract. All buses and vans shall be inspected by the Registry of Motor Vehicles, Massachusetts State Police, or a School Bus Inspection Station as outlined in accordance with Registry of Motor Vehicles regulations. The School Department may from time to time inspect all vehicles used in the transportation of school children and may reject any vehicle which does not meet such inspection, provided that no vehicle will be rejected if it has the approval of the Registry of Motor Vehicles and Massachusetts State Police. The criteria for rejection shall be, but shall not be limited to, mechanical reliability.
- 2.7 All buses shall have No Smoking Signs posted conspicuously.
- 2.8 All exposed metal shall be covered with padding approved by the Registry of Motor Vehicles and Massachusetts State Police.
- 2.9 All buses must be maintained in proper condition including interior and exterior cleanliness, shall be comfortable, well ventilated and heated. Repairs are to be made in a professional manner by skilled mechanics.
- 2.10 All motor vehicles shall be owned and/or leased and operated by the Contractor. All vehicles used in the performance of this contract are to be garaged in the City of Attleboro. For excise tax purposes, the Contractor will be required to register the "principal place of garaging" for each vehicle within the City of Attleboro.
- 2.11 The School Committee, the Superintendent of Schools, and their designated representatives shall be granted proper access to garages and buses to ascertain compliance with applicable provisions of this contract.
- 2.12 All buses, including spares, must be equipped with fixed crystal operable two-way radio capable of communicating from the farthest student pickup/drop off point to the main base station. This main base station will be staffed from 6:30 a.m. to 5 p.m. each day school is in session. Radio communications with a dedicated frequency unique to the transportation of students will be established and used. In addition, a radio communication station will be installed and maintained in the Office of the Bus Coordinator's Office and the Office of the Attleboro Police Department Safety Officer.

- 2.13 The Contractor will retain at least one (1) spare fully operational bus for every ten (10) required for regular service and one (1) spare mini-bus for every eight (8) mini-buses for the performance of the contract at no additional cost. In the event that service is interrupted on any route, for any reason, the Contractor must use a spare vehicle in order to service this contract. Such vehicle is to replace the bus that is out of service for maintenance, repair, or inspection only. Any school bus or van used to replace a breakdown must be able to reach the point of breakdown within 30 minutes of notification.
- 2.14 Buses which have been rejected by the School Committee or the Superintendent of Schools or his/her designee shall not be used to transport students. The Contractor shall promptly replace any bus so rejected and shall not be allowed extra time or compensation to complete work affected by such rejection.
- 2.15 The Contractor will be responsible for installing video camera systems supplied by the School Department into the bus fleet. The Contractor will also be responsible for removing all video equipment and returning them to the School Department at the end or termination of the contract. Each bus will be outfitted with quad-camera capabilities.
- 2.16 The Contractor will be responsible for installing a student attendance scan systems supplied by the School Department into the bus fleet. The Contractor will also be responsible for removing all scan equipment and returning them to the School Department at the end or termination of the contract. Each bus will be outfitted with a ZONAR ZPass system or equivalent.

III. INDEMNIFICATION AND INSURANCE

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

Motor Vehicles and with the City Clerk as required by Massachusetts General Laws, Chapter 40, Section 4.

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

IV. TIME SCHEDULE

- 4.1 All proposed routes, time schedules, and mileage must have the approval of the Superintendent of Schools or his/her designee. These shall be submitted by the Contractor to the Superintendent for his/her approval no later than the Friday of the first week of August in the first year of the Agreement and by the Friday of the first week of August in the second and third year of the Agreement and any subsequent years. The Contractor will be responsible for submitting the routes electronically for publication in the local newspaper and will pay to have any corrections made if required. Fee for Service routes/stops will be included as part of the route information for the local paper.
- 4.2 After a route has been established, changes are subject to the approval of the Superintendent of Schools or his/her designee. The School Committee reserves the right to approve all stops and routes. The number of stops shall be consolidated whenever possible.
- 4.3 The schedule of school hours is listed in Appendix D as established by the School Committee. The Committee reserves the right to adjust such hours, without penalty, if it is in the best interest of the District.

V. DRIVERS AND OTHER CONTRACTOR PERSONNEL

- 5.1 The Contractor shall file a written statement with the Superintendent of Schools by September 1 of each of the contract years, indicating that each driver has been examined by a registered physician and found to be in sound physical condition, and capable of performing the duties of a bus driver. A similar statement will be filed for each new driver who is hired by the Contractor.
- 5.2 THERE WILL BE NO SMOKING BY DRIVERS, STUDENTS OR OTHER PASSENGERS ON THE SCHOOL BUS OR MINI-BUS OR ON SCHOOL PROPERTY AT ANY TIME.
- 5.3 Drivers will, at all times while in the presence of children, be courteous and exemplary in speech, actions and dress. No roughness, bad or vulgar language is to be tolerated by any party. The conduct of pupils on the buses shall conform to school regulations. Student behavior is expected to be consistent with student handbook.

- 5.4 DRIVERS WILL NOT LEAVE THE BUS UNATTENDED WHEN CHILDREN ARE IN THE BUS. In an emergency, the driver's first concern must be for the safety of the children.
- 5.5 Drivers will not take direct disciplinary action against any child. Cases that warrant such action shall be reported at once to the Principal of the school. Drivers will abide by whatever regulations the School Committee may issue from time to time concerning the conduct of drivers and pupils. Nothing herein shall prevent a driver from taking reasonable action (either through physical restraint or verbal warning) to deter or prevent a child from behavior that might cause harm to him/herself or any passenger on the bus.
- 5.6 The following MUST be adhered to at all times:
- (a) All doors shall be kept closed while the bus is in motion.
 - (b) Each school bus shall be operated by a person twenty-one (21) years of age or over who is properly licensed to drive a school bus.
 - (c) No fueling shall take place while any bus is occupied by passengers.
 - (d) No bus or mini-bus is to move while students are standing.
- 5.7 The speed and method of operation of school buses shall be such as to insure a high degree of safety for the students. The Contractor shall agree that all drivers will attend such conferences as requested by the School Committee and which are offered locally by the Department of Public Utilities or the Police Department with regard to school bus safety. All drivers shall complete all courses required by the Department of Public Utilities, and evidence of this shall be filed with the Superintendent of Schools. No person operating a school bus in any way shall run it at a rate of speed greater than is reasonable and proper, having regard to traffic and the use of the way and the safety of the public.
- 5.8 The Contractor agrees that only persons of good moral character, and are exemplary of the type of person who should work with children will be allowed to operate school buses. The Contractor shall furnish the School Committee with a list of names of the drivers of the school buses and their accident records for the last three (3) years. The School Committee reserves the right to disapprove any driver at any time for any reason.
- 5.9 The Attleboro School Department and the Contractor shall periodically review all bus operators assigned to this contract to determine whether or not such operators are meeting regulations concerning bus drivers as outlined in Section 5. (Drivers and Other Contractor Personnel).
- 5.10 The Superintendent of Schools or his/her designee shall have complete authority over the Contractor in matters pertaining to the school transportation contracts.
- 5.11 The School Committee may authorize the presence of bus monitors to assist, but be subordinate to the driver on any and all school buses.

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

flashing lights will continue to operate until the children have reached the other side of the road safely. The driver shall caution and make children aware of any approaching traffic from either direction.

- 5.21 The Contractor will appoint or assign one or more person(s) full time to be in charge of managing the routes established under this contract. This manager will be in the office when buses are on their regular runs and the office will remain open from 6:30 a.m. to 5:00 p.m. when school is in session. This person will communicate directly with the School Principals or their designated representatives and the Business Manager for the Attleboro Public Schools. The manager will be available, without charge, for meetings with the Business Manager for the Attleboro Public Schools and the School Committee when requested. This person must also have two years experience in Public School Bus Transportation at the terminal manager level and be familiar with all routes prior to August 10, 2012 and subsequent years. The bus company will also provide a dispatcher who will be in the office and in contact with the buses when the buses are on their regular runs. The Contractor will provide one non-published telephone number for Principals and Central Office personnel. The Contractor will also provide the necessary number of telephone lines to operate a business office of this size, to include an operational fax machine.

VI. NUMBER OF PUPILS

- 6.1 The estimated number of students to be transported in the 2022-2023 school year under Proposal #1, Daily Transportation of Public and Private School Students, Grades Pre-K - K-12, is as follows:

	<u>Total</u>	<u>Fee-for-Service</u>
<u>Public Schools</u>		
SPED mini-bus	244	
Medical	12	
Pre-Kindergarten	57	
Kindergarten	420	
Elementary (gr 1-4)	900	400
Middle (gr 5-8)	900	600
High	800	400
<u>Private and Parochial Schools</u>		
Bishop Feehan	30	
St. John's	80	17
Day Spring Academy	34	
TriCounty	30	
Bristol Aggie	20	

- 6.2 It is understood and agreed that the estimated number of days and the estimated number of students to be transported under any of the proposals set forth in these specifications are only estimates and that the Contractor will be paid only for the actual number of days that transportation is provided and for the eligible number of students as determined by the School Committee, to be transported on said days or, as the case may be, for the number of buses used to transport said eligible students. The Committee shall advise the Contractor of the number of students who are eligible for bus transportation under each of said proposals and the Contractor will work directly with the School Department transportation office for student assignments and the fee for service transportation program.
- 6.3 It is the Committee's intent to maintain the following zones and grade structures for the first year of this contract. The Committee specifically retains the right to revise such zones and/or move grade structures if in the opinion of the Committee such changes are necessary for the safety of the students, for the fiscal stability of the School Department or if such changes are legally mandated at some future date. If the Committee, in its sole discretion decides to implement changes to either the zones or grade structures, the parties agree to negotiate over the resulting impact of the changes. Such distances are as follows:

Zone I	All Kindergarten/Gr 1 students transported
Zone II (.5 to 2.0 miles)	Fee for Service Elementary
Zone III (2.0 miles & over)	Elementary Eligible Riders
Zone IV (1.0 miles to 2.0 miles)	Fee for Service (5 th & 6 th)
Zone V (2.0 miles & over)	Middle School Eligible Riders (5 th & 6 th)
Zone VI (1.0 & over)	Middle School Gr 7 & 8 and HS Fee for Service

The following is the grade structure currently in effect in the Attleboro Public Schools:

Pre-School:	Thacher, (ELC)
Grades K-4 Elementary Schools:	Thacher, Studley, Hyman Fine, Hill Roberts, Willett
Grades 5-8 Middle Schools:	Wamsutta, Brennan, Coelho
Grades 9-12 High School:	Attleboro High

The Following is the Elementary Tier Breakdown:

Students Eligible to Ride the Bus

Elementary Tier

Studley	350
Willett	360
Hyman Fine	460
Hill Roberts	400
Thacher	460

VII, VIII & IX

OTHER REGULATIONS

- 7.1 The Contractor shall comply with the provisions of Chapter 40, Section 4 of the Massachusetts General Laws, as amended, and with any additional legislation which is enacted governing school buses and/or school bus transportation.
- 7.2 Fee for Service Transportation Eligibility, per School Committee policy:
- All Elementary students living between 0.5 and 2.0 miles are eligible for fee for service transportation.
- All Middle School students in grades 5 & 6 living between 1.0 and 2.0 miles will be eligible for fee for service transportation.
- All Middle School 7 & 8 graders and all High School students living beyond 1.0 miles from school will be eligible for fee for service transportation.
- 7.3 The Contractor shall follow time schedules established by the School Committee and shall adhere to loading and discharge stops established by the Committee.
- 7.4 The scheduling shall conform to the opening of schools so that students will arrive at their respective schools no later than five (5) minutes before or fifteen (15) minutes earlier than the scheduled opening of school. Buses will not discharge students more than fifteen (15) minutes prior to the opening of school.
- 7.5 At the close of the school day, buses shall be at the assigned school no earlier than five (5) minutes before the scheduled dismissal time and no later than ten (10) minutes after the dismissal time. Buses will not depart until directed to by the supervising staff member.
- 7.6 Bus runs will not exceed forty-five (45) minutes.
- 7.7 A special education student whose Individualized Educational Plan ("IEP") provides for transportation on a vehicle other than a regular transportation vehicle or a bilingual student requiring transportation shall not be transferred from one vehicle to another while being transported to and from school.
- 7.8 Kindergarten students may be integrated with other elementary students when being transported to and from their assigned school. The Contractor will be responsible for mid-day kindergarten transportation on a daily basis when Kindergarten is in session. Kindergarten students will be assigned to seats in the front of bus whenever possible.
- 7.9 Buses may travel on all streets. Where no reasonable exit or turn around point exists, the bus shall be exempt from traveling on that street. The School Committee reserves the right to approve all routes and bus stops.
- 8.0 Elementary students will not be required to cross the following streets to board or depart from a bus unless there is a crossing guard or a full service traffic light at the crossing location:

North Main Street	Highland Avenue
Newport Avenue	South Main Street
Washington Street	Pleasant Street
County Street	South Avenue

Pickups on these streets will be on both sides of the streets. Other streets may be added during the term of the contract if such is necessary to insure the safety of students and if any additional cost involved is satisfactorily negotiated with the Contractor.

- 8.1 Buses will be expected to stop at convenient consolidated points on their designated routes. They will not be expected to stop at any point that will either create a safety hazard or delays in resuming motion.
- 8.2 It is the intent of the School Committee to limit the number of bus stops and the streets on which buses will travel without compromising student safety. In planning routes for implementation, the Contractor will take this into consideration.
- 8.3 Drivers shall take on and discharge students only at the scheduled pick-up and drop-off points. Bus stops shall be consolidated within each neighborhood. If conditions warrant adding, deleting or changing the location of one or more pick-up or drop-off points, the Contractor shall submit its recommendations for such changes to the School Department for its approval.
- 8.4 A student, with the prior written approval of the Principal provided to the bus driver, may be picked up and dropped off at different designated bus stop along their regular route.
- 8.5 The School Committee may grant transportation privileges for reasons of infirmity, physical handicaps, or safety as determined by the Superintendent of Schools or his/her designee to students who are not entitled to transportation under the provisions of Section 7.2 above.
- 8.6 The Contractor and the School Department will devise a program for the issuance of school bus passes if deemed necessary by the School Committee to insure that only eligible riders receive transportation.
- 8.7 The Contractor must have the appropriate Department of Public Utilities charter rights so that students not eligible for transportation under School Committee Policy may pay for transportation under the School Department Fee for Service Transportation Plan.
- 8.8 The Superintendent's Office and School Principal shall be notified immediately of any accidents or breakdowns. The Contractor shall agree to make a detailed written report to the Office of the Superintendent of Schools within seventy-two (72) hours of any accident involving a school bus while operating for the School Department.
- 8.9 The School Department will provide a "Bus Behavior Report" which will be submitted by the driver to the respective School Principal on the day following the incident with a student. The school is then obligated to return a copy of the report to the transportation provider to indicate how the incident was addressed.

- 9.0 Any and all complaints from parents or students made to a driver relative to school bus transportation and any controversies with parents over transportation problems shall be reported by the driver to the Bus Company Terminal Manager who shall report the same to the appropriate school authority for investigation and disposition.
- 9.1 Every driver shall make a practice run in a bus/mini-bus of his/her route, without additional cost to the City of Attleboro, prior to the first day of actually transporting students.
- 9.2 The Contractor will conduct an in-service program with the drivers to acquaint them with the proper procedures to follow in case of (1) brake failure, (2) bus stalling, (3) how to react to skids, (4) an accident, (5) driver and students' rules and regulations, (6) first aid, and (7) any other topics mandated by law.
- 9.3 No driver shall push another bus or allow his/her bus to be pushed by another bus while students are on either bus.
- 9.4 All drivers will maintain on their bus a route listing of all bus stops, directions, and students for the runs they are responsible for. All buses will carry a map and street directory of the City which will be furnished by the Contractor. A backup copy of each route will be maintained by the Terminal Manager in the event a substitute driver is filling in for a regular driver. All drivers will have route directions for the route they are going to work prior to leaving the bus yard.

X. PAYMENT AND PENALTIES

- 10.1 The Contractor will be paid by the School Committee only for the actual number of days for which transportation is provided.
- 10.2 Bills shall be submitted by the Contractor on the first and fifteenth of each month, beginning September 15, 2017, and shall be paid within two (2) weeks.
- 10.3 The Contractor will be subject to a penalty for the following contract violations: (1) early and/or late morning arrival times; (2) early and/or late afternoon arrival times; and (3) failure to comply with the no standee rule. A penalty will be imposed for such violations only after the School Committee or its designee has given the Contractor two (2) written warnings of the violation or violations. After the issuing of the second written warning, the Contractor will have ten (10) school days to correct the violation.

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

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

XI. MINIMUM EVALUATION CRITERIA

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

- 11.1 **BID SECURITY:** The bid must be accompanied by a cashier's check, a certified check, or a bid bond for 20% of the bid price for the school year July 2017-June 2018 and submitted with a letter of intent to provide a performance bond. The certified or cashier's check must be payable to the City of Attleboro. All checks, except those of the three (3) lowest bidders will be returned within two (2) weeks after the opening of bids. The checks for the two bidders not awarded the contract will be returned immediately following the bid award. The check for the successful bidder will be returned when a contract is duly signed.
- 11.2 Each bid shall include the most current financial statement and balance sheet. The financial balance sheet should be put under separate cover and labeled “Financial Balance Sheet” with the Company Name. Financial Balance sheets will be used by the School Department only for verification of financial stability.
- 11.3 The bid must be accompanied by a signed Certificate of Non-Collusion (Attachment 1).
- 11.4 Each bidder must submit the names, addresses, telephone numbers and contact person from the last three (3) public school districts served by the bidder. It would be acceptable if there are only 1 or 2 reference districts as long as they have been serviced for more than 10 years.
- 11.5 Each bidder must submit a properly completed Statement of Compliance with Tax Law form (Attachment 2) and submit it as part of the bid package.
- 11.6 Each bidder that is organized as a corporation must complete and submit with its bid the attached Delegation of Authority form (Attachment 3).
- 11.7 Each bidder must submit either the Certificate of Insurance for the required insurance amounts or a statement from its insurance company stating that the bidder qualifies for and will be issued insurance sufficient to meet the requirements of this bid.
- 11.8 Attendance at the April 21, 2022 pre-bid conference is mandatory to qualify as a responsive bidder.

XII. PRICE

- 12.1 The prices submitted for award of this contract will be based on the first three years of the contract. Prices for Proposals 1-4 will be totaled for each of the first three years and will become the basis for determining the overall lowest bid price. All pricing from Proposals 1-4 must be transposed to Master Bid Form A found after Proposal 4.

- 12.2 The contract will be awarded to the responsive and responsible bidder providing the lowest overall price for school bus service as submitted on the Master Bid Form A and determined by totaling the submitted prices for Proposals 1-4 for the three years of this contract "2023-2025".
- 12.3 The successful bidder(s) agree to enter into a contract with the School Committee within thirty (30) days of the date of the award. If required, the performance bond must be delivered to the Superintendent of Schools within twenty-one (21) days of the date of the award.
- 12.4 The following attachments are provided to assist each bidder in preparing a fair and equitable bid. All information shown are estimates:
- Attachment 4 Mileage matrix between schools
 - Attachment 5 Statement of Understanding
 - Attachment 6 Current number of buses and tiers
 - Attachment 7 Current bus routes
- 12.5 The Contractor shall specify and breakout the unit price per vehicle associated with the transportation of mid-day kindergarten students. If the School Committee feels it is in the best interest of the school department to reconfigure the kindergarten program or a portion thereof, the School Committee is to receive the credit associated with the deletion of this service at the unit price per day as quoted by the Contractor. Price must be entered on add/delete sheet (Appendix C).