

AMESBURY PUBLIC SCHOOLS

INVITATION FOR BIDS

SCHOOL BUS TRANSPORTATION

2025-2028

INVITATION FOR BIDS

School Transportation

Proposal Release Date: December 2, 2024

Questions Due Date: December 9, 2024

Amendments and
Responses to Questions: December 11, 2024

Submission Deadline: December 16, 2024

Proposals Received at: Amesbury Public Schools
C/O Joan Liporto, Director of Finance & Operations
5 Highland Street
Amesbury, MA 01913

Term: July 01, 2025 through June 30, 2028
(with an option to extend for additional two one-year
Extensions)

**SCHOOL TRANSPORTATION
GENERAL SPECIFICATIONS AND REQUIREMENTS**

1.00 INVITATION FOR BIDS

1.01 Sealed bids are to be received in accordance with M.G.L. C. 30B at the time and date indicated on **ADVERTISEMENT FOR BIDS SCHOOL TRANSPORTATION.**

1.02 All bids are to be addressed as follows:

**Amesbury Public Schools
C/O Joan Liporto, Director of Finance & Operations
5 Highland Street
Amesbury, MA 01913**

Bids can be hand delivered to 5 Highland Street, Amesbury, MA 01913. Each bid shall be clearly marked in the lower left hand corner of the envelope:

SEALED BID - TRANSPORTATION – AMESBURY PUBLIC SCHOOLS

Each bid shall be made on the form(s) attached herewith.

No bid received after the time established for the receipt of bids will be considered, regardless of the cause of delay in the receipt of any such bid.

The contracts will be awarded to the lowest responsive and responsible bidder offering the lowest total price for years 2025, 2026 and 2027.

1.03 The contract for Bid Proposal Form #3 will be effective for three (3) years July 01, 2025 through June 30, 2028, with an option to extend for an additional two one-year extensions(s) as authorized by the school committee.

1.04 The contract to transport for Amesbury Public Schools students shall include all services necessary and required, consisting of, but not limited to, the following in general: transportation equipment, maintenance of equipment, operation, supervision, safety instructions to drivers and help with instructions to riders, inspections, registration, conformance to all applicable laws, rules and regulations of the Commonwealth of Massachusetts, Department of Motor Vehicles, and policies of the School Committee during the term of this contract. The Contractor shall keep itself fully informed of and agrees to comply with pertinent Federal, State, and Municipal laws and ordinances, and rules and regulations in any manner affecting the services to be performed under this contract.

1.05 The Amesbury Public Schools is soliciting bids hereunder in order to comply with the provisions of Massachusetts General Laws Chapter 71 Section 7A and the Uniform Procurement Act, General Law Chapter 30B. The Amesbury Public Schools reserves the right to accept or reject any or all

bids, or parts of bids, and to take any action as deemed by it to be in the best interest of the City of Amesbury, Public School Department.

- 1.06 The routes and locations of stops provided in the bid form are estimates only, provided in order to compare bids. The Amesbury Public Schools does not guarantee that they are correct, that all stops and routes will be required under the contract, or that the list is exhaustive of the District's needs.
- 1.07 Submit one (1) original copy of the Bid Proposal Certification, Certificate of Corporate Vote, Tax Compliance Certification, and the Certificate of Non-Collusion. Must be completed on the forms included in the bid packet.
- 1.08 Include a list of school systems currently serviced, their address and number of buses used as well as any school systems previously serviced by the bidder in the last ten years, and the contact person's name and telephone number for each. In order to be considered qualified and responsible, each bidder must provide documentation indicating transportation services have been provided under a single contract for all district students, regardless of location of residence.
- 1.09 Inaccuracies in the specifications or questions must be brought to the attention of the Director of Finance & Operations, in writing or email (liporto@amesburyma.org) no later than December 9, 2024.
- 1.10 No bid may be withdrawn for a period of thirty (30) days after the scheduled bid opening.
- 1.11 The bidder must ensure they will be able to provide a sufficient number of buses to meet the requirements on any given day of regular AM and PM transportation with athletic/activity field trip and late bus transportation combined. The bidder is required to submit with the bid, evidence that they service a contract of equal or greater size.
- 1.12 All the requirements and specifications for bidders must be complied with, unless specifically waived by the Amesbury Public Schools. These specifications and requirements shall be attached to, and made part of any contract awarded. Should a contractor fail to abide by these specifications and requirements and addendum, the Amesbury Public Schools reserves the right to cancel the contract after serving thirty (30) days written notice.

2.00 CONTRACTUAL RELATIONSHIP

- 2.01 Contractor is to furnish transportation services to the Amesbury Public Schools in accordance with the provisions of these GENERAL SPECIFICATIONS and REQUIREMENTS and the bid forms.
- 2.02 The successful bidder is required to carry out all reasonable requests of the Amesbury Public Schools or its authorized representative.
- 2.03 The successful bidder may not sublet, sell, transfer, assign, or otherwise dispose of any portion of the contract without express consent of the Amesbury Public Schools. In cases prohibited by law, there will be no sublet, sale, transfer, assignment, or other disposition of the contract.

- 2.04 The Contractor will be required to provide the Director of Finance & Operations with all information required for the proper completion of Federal, State and/or Municipal forms on a timely basis.
- 2.05 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies under penalty of perjury, that to the best of his knowledge and belief, the prices in this bid have been arrived at independently, without consultation, collusion, communication or agreement with any other bidder or competitor, and further that the prices in this bid have not and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor.
- 2.06 The Contractor shall procure all applicable permits, licenses, and approval necessary for the performance of services under this contract at Contractor's expense.
- 2.07 The Contractor warrants by offering a bid and further by accepting the award, that it will provide transportation as needed by the Amesbury Public Schools for the schoolchildren of the City, for the contract term and for the bid price, plus additions or minus subtractions in regards to the number of buses needed.
- 2.08 The Amesbury Public Schools reserves the right under this contract to decrease the transportation provided to conform to financial or legal constraints imposed by law or vote. If the decrease amounts to one or more vehicles, then the implementation shall occur at least thirty (30) days after notice, and otherwise the decrease shall begin on one day's written notice, or as soon as any needed rescheduling can be planned and publicized. The resulting decrease shall be on a Per Vehicle Basis (§2.08 A), unless otherwise mutually agreed upon.
- A. Per Vehicle Basis:
Reductions which result in a decrease of one or more vehicles shall cause a decrease in compensation. The compensation decrease shall be calculated on the basis of 100% reduction of the average sum billed per similar bus per day for the regular day service (exclusive of special run calculated charges) for the period of the decrease of vehicles. The base mileage for any decrease of one or more vehicles shall be that mileage allowed per vehicle without extra charge under this contract.
- 2.09 The Amesbury Public Schools reserves the right under this contract to increase the transportation during the contract period. If an additional vehicle is needed the Contractor shall have operating equipment meeting specifications within thirty (30) days' written notice of the need. If the increase does not require another vehicle, the service will be provided on one day's written notice or as soon as any needed rescheduling can be planned and publicized. A resulting increase in cost shall be on a Per Vehicle Basis (§2.09 A), unless otherwise mutually agreed upon.
- A. Per Vehicle Basis:
Increases which result in an increase of one or more vehicles shall cause an increase in compensation. The compensation increase shall be calculated on the basis of the average sum billed per similar bus per day for the regular day service (exclusive of special run calculated charges). The exception to this compensation rate shall be for the case when a bus is being added which was previously taken away, and in this case, the money added is the money that was taken away.

- 2.10 The Contractor must supply an office mailing address and a local telephone number for the schools and the Transportation Coordinator through which the school department may make **IMMEDIATE** contact with the owner or his agent during the hours in which schools, busing hereunder, or the School Department is in operation. The owner or his agent must be willing to appear for conferences with the School Committee and/or School Administrators as necessary and as requested.
- 2.11 The Amesbury Public Schools reserve the right to deduct from sums due, or to be due the Contractor, the full prorated cost of the specific bus run that is late in arriving to school (arrival after the start of a school curricular program in the morning, or in arriving at school after dismissal in the afternoon). Late in this context shall be a “window” of permissible times not less than 15 minutes in length and to be determined by the School Department prior to the start of and during the work under this contract. Such monetary deductions from sums due or to be due may commence only after two such late arrivals or student(s) left behind incidents each month. The School Administration will keep tardy arrival records and will decide which buses are late. For students left behind due to Contractor error, either in the morning or in the afternoon, the Contractor will assume the cost for any/all alternate transportation; such costs will be deducted from sums due or to become due to the Contractor. The School Administration must thoroughly investigate each incident and satisfy itself of Contractor error before making such deductions. Other remedies, such as those in sections 10.01 through 10.04, Remedy and Law, shall also remain available and operative. The intent of this section is to forcefully elicit timely transportation. The Amesbury Public Schools shall take into account unusual weather and traffic conditions that are beyond the Contractor’s control.
- 2.12 The length of the school year is expected to be 180 days. Should transportation be required less than 175 or more than 185 days during the school calendar year the Contractor and the Amesbury Public Schools will establish charges for the less than 175 or more than 185-day period.
- 2.13 The Amesbury Public Schools will pay monthly for all services rendered under the contract upon the receipt and approval of invoices. Monthly invoices will list the number of buses, by day, by route and charges to be applied. Any additional charges will be noted separately by date, bus or route number, and the rate with the reason to be stated.

3.00 ABILITY TO PERFORM

- 3.01 The Amesbury Public Schools reserves the right to investigate the financial responsibility for any or all bidders to determine what assurance the Amesbury Public Schools may have of the Contractor’s ability to provide all services as specified during the contract period.

4.00 EQUIPMENT

- 4.01 The anticipated number of buses required for regular AM and PM is 10 buses for regular AM/PM. Such buses will be “71-passenger” vehicles as further defined under section 4.04. Annually, the number of buses required for school transportation may vary.
- 4.02 All buses shall be constructed, equipped and maintained in conformance with all applicable laws, regulations, and rules of the Federal Government, State and Local Government and the Registry

of Motor Vehicles. Chapter 90 of the General Laws of the Commonwealth of Massachusetts highlighted below:

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

Buses furnished must comply with the General Laws of the Commonwealth of Massachusetts and all applicable rules and regulations of the Registry of Motor Vehicles relating to transportation of school children. The Contractor shall ensure that the interior and exterior of all buses are kept clean at all times to the satisfaction of the Director of Transportation.

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

- 4.03 All bidders must certify in the bid documents whether the vehicles are owned, to be purchased, leased, or to be leased, on the form provided.
- 4.04 Each bid should be based on using 71-passenger yellow, flat nose buses with front diesel engines. Bidders should state the name of the manufacturer and year of manufacture (see §4.08) on the form provided, if this information is known at the time of the bid. Otherwise, the bid will be considered on the basis of the minimum requirements of these specifications.
- 4.05 The Contractor is to submit a list to the School Department before the first full week of transportation under this contract and before August 15th for each successor year under the contract.

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

- Vehicle Identification Number
- Vehicle Year of Manufacture
- Mileage on Date of Submission
- Chassis Manufacture Name
- Body Manufacturer Name
- Location Where Vehicle may be Examined
- Rated Capacity of Vehicle

This information is to be updated and kept accurate throughout the contract period.

- 4.06 The Contractor must furnish the School Department with all reports of inspection made by the Department of Public Utilities, the Registry of Motor Vehicles, and any other agencies within ten (10) days after the time allowed for completion of the inspections.
- 4.07 Each bus shall prominently display a letter on the entrance door. The Director of Finance & Operations requires lettering starting with A, B, C, etc., until all vehicles are sequentially lettered. Such lettering system must allow for substitution on any vehicle on any route.
- 4.08 Bidders must ensure that all buses used in connection with this contract, shall not be greater than six (6) years of age, or 120,000 mileage at the start of each contract year.
- 4.09 The Contractor shall have sufficient back-up vehicles available with spare drivers at all times of scheduled operation. In the event that service is interrupted on any route due to a bus being out of service, the Contractor must provide a substitute vehicle of comparable capacity. Substitute vehicles must be comparably-equipped and insured per limits in §8.01. The use of substitute vehicles must be provided at no additional charge. A back-up vehicle is to replace that which is out of service for maintenance, repair or inspection only. Any vehicle used to replace a vehicle that has broken down must be able to reach the point of the breakdown within a reasonable time. At no time will a back-up vehicle be greater than six (6) years of age or 120,000 mileage as of July 1st of each contract year.
- 4.10 “Stop arms” with flashing LED lights are required for all vehicles under this contract including spare buses. This equipment is to be of standard design and operation, and the Director of Finance & Operations shall have the final say concerning specific questions of the Contractor relating to compliance hereunder.
- 4.11 All vehicles shall be equipped with a working two-way radio licensed by the Federal Communication Commission (FCC) to enable the driver to communicate with central dispatch at any time students are being transported.
- 4.12 Every school bus must be equipped with the eight-light LED system which is composed of two flashing red/strobe roof line stop system LED lights, both front and back, and two flashing amber roof line pre-stop warning LED lights, front and back.
- 4.13 Every school bus shall be equipped with one convex mirror, with a minimum diameter of seven and one-half (7.5) inches. The mirror shall be firmly mounted on the left front mirror bracket so that the seated operator may observe a reflection of the road from the front bumper to the rear of the bus.
- 4.14 Each bus shall be equipped with air brakes and radial tires. Hot processed retreads will not be permitted. Each vehicle must be equipped with snow tires or other approved tire tread, as approved by the Director of Finance & Operations from November 15 through April 1 of each year.
- 4.15 Bidders are to bid on athletic/activity/field trip and late buses which meet the equipment standard for regular day transportation. When using field trip buses, the Contractor may use the regular day transportation buses and replace them with buses that meet the standards in section §4.08.

4.16 Buses must be equipped with a minimum of four (4) video recording devices that shall be positioned to capture activities on the bus and GPS tracking equipment for each bus. The GPS tracking equipment shall be available for review at any time by authorized school department staff. The video cameras must be high-definition and have night vision recording capabilities. The location of the cameras will be determined by the Transportation Department upon award of the final contract and such determination will be for all vehicles included in this contract. The School Department may request copies of recorded media at any time. Recorded media retention period shall be set at 30 school days. The Contractor will be responsible for installing, operating, and maintaining the video recorders. The Contractor must also have one (1) additional digital video recorder readily available in the Contractor's office for reviewing videos and three (3) spare digital video recorders.

5.00 ROUTES

5.01 Amesbury students will be picked up and discharged as directed by the Director of Finance & Operations, including changes without limitation.

5.02 A scheduled run may be canceled or modified by the Director of Finance & Operations by notifying the Contractor verbally or in writing at or prior to 5:00 P.M. of the day before the run was to originate. An emergency or weather related school closing is just cause for cancellation of a run at any time.

5.03 The Contractor agrees to maintain an accurate master clock in the base of operations and will ensure that each driver will have and use an accurate and dependable timepiece.

5.04 Drivers are responsible for arriving not sooner than fifteen (15) minutes (or other time to be specified) prior to the start of a program nor later than five (5) minutes prior to the designated start time of a program. Drivers are expected to depart not later than fifteen (15) minutes (or other time to be specified) after the end of the program.

5.05 The Contractor is to notify the Director of Finance & Operations of the time required to complete each route for in-town students.

5.06 The Contractor is responsible for implementing route, schedule, and other changes as necessary in response to instructions from the Amesbury Public Schools. No change in routes, schedules, etc. are to be made by the Contractor and/or drivers without authorization from the Amesbury Public Schools. The Contractor and/or drivers should at no time discuss the need for such changes with any individual other than the Director of Finance & Operations for in-town student transportation. (See sample routes attached.)

5.07 The Contractor shall not load any vehicle over the manufacturer's recommended weight or capacity.

5.08 The Contractor is to ensure that all scheduled runs are completed including but not limited to: regular AM/PM day runs, field trips, athletics and any other runs that may be scheduled by the Amesbury Public Schools Transportation office. Failure to complete an entire run after reasonable

advance notice of need is given, shall cause forfeiture of all money to be received for that day's work and other remedies hereunder shall still apply.

- 5.09 The Contractor will not charge for any cancelled athletic and/or extra-curricular activity buses providing they are notified two (2) hours prior to the scheduled pickup time on the day the service is scheduled. Field trips and athletic trips may be cancelled at any time due to bad weather. There is no charge for cancelled runs due to bad weather.

6.00 DRIVERS

- 6.01 Contractor shall furnish properly licensed drivers to operate vehicles used in carrying out the terms of the contract. All drivers and monitors employed by the Contractor pursuant to this contract shall not be younger than 21 and all State/Federal licensing requirements must be met and maintained.

- 6.02 Drivers are required to be trained **PRIOR** to transporting Amesbury Public School students in immediate first aid, including but not limited to CPR, EpiPen administration and medical emergencies (i.e. life-threatening allergies). Such training to be provided and paid for by the Contractor. The Contractor shall provide acceptable documentation to the Amesbury Public Schools that such training was provided annually for the duration of this contract.

- 6.03 As required by Massachusetts General Law M.G.L. c. 71, §38R, the Amesbury Public Schools will obtain criminal offender record information (CORI) on any individuals who may be transporting students under this contract. The Contractor shall require all of its employees to complete an Amesbury Public School CORI request form. The Contractor shall submit all completed forms to the Director of Finance & Operations no later than August 1st, for each year of this contract and/or as new employees are hired.

- 6.04 All drivers and monitors must complete the Statewide Applicant Fingerprinting Identification Service background check prior to transporting Amesbury Public School students. Cost is to be borne by Contractor or their employees. Proof of no findings must be provided to the Director of Finance & Operations prior to drivers being assigned to Amesbury Public Schools.

- 6.05 The Contractor must submit a list to the Director of Finance & Operations before the end of the first full week of transportation under this contract containing the names of the primary drivers for each route. Such list must be kept current at all times during the term of this contract.

- 6.06 The Contractor is responsible for providing each driver with information stating the route, (also showing this on a map), order and time of pick-up, order and time of drop-off, location of nearest police stations and their telephone numbers. These information lists are to be kept current and in the vehicles at all times during the contract.

- 6.07 The Contractor is to understand that confidentiality of student names and other information is required by law and that the Contractor is responsible for any breach of this confidentiality by drivers or others in their employ.

- 6.08 The Contractor is required to have a driver Substance Abuse Policy for the duration of the contract. **All bidders must submit a copy of this policy with their bid.**

- 6.09 There shall be no smoking by drivers while on school buses or while on any school property or grounds. No alcoholic beverages may be carried on the buses.
- 6.10 The Director of Finance & Operations reserves the right to have any vehicle driver **IMMEDIATELY** discharged upon notification to the Contractor. Notification shall be deemed to be given if contact is made, with the Contractor and/or his representative, either verbally or in writing.
- 6.11 Substitute drivers must meet all requirements stated herein for primary drivers.
- 6.12 School authorities seek to cooperate with the drivers in their back-up role of securing proper conduct of the student passengers. Drivers will promptly inform the Contractor, who will then notify the appropriate school building Principal or designee, of any improper behavior in transportation vehicles. This prompt notice should attempt to be made on the same day as the infraction, but in no instance is it to occur later than on the next school day. School authorities will be responsible for any disciplinary action. No roughness or bad language is to be tolerated. The conduct of pupils shall conform to school regulations. Continued lack of ability to maintain reasonable discipline in the vehicle as determined by the School authorities shall be cause for the dismissal of the driver.
- 6.13 Drivers will not take physical disciplinary action against any child. Nothing herein shall prevent a driver from reprimanding a child as required by State Regulations.
- 6.14 Drivers are required to attend any in-service training provided by the Amesbury Public Schools without further charge to the Town.
- 6.15 The Contractor understands and agrees that while operating within the terms of this contract, only school children and their coaches/teachers/chaperones may be transported.
- 6.16 The prevailing wage rate as determined by the Department of Labor Standards shall be the minimum wage under this contract (reference the enclosed memorandum for current prevailing wage rates for this contract).
- 6.17 Liability for Contractor's personnel while in the performance of duty under this contract shall be the responsibility of the Contractor. The Amesbury Public Schools shall not be held liable for any personnel in the employ of the Contractor.
- 6.18 The Contractor agrees to assign a person who will be available to the Director of Finance & Operations for the purposes of conferences and consultations regarding driver or student conduct, school schedules, route schedules, route changes, etc. These consultations shall be scheduled during the normal working hours of the School Department.

7.00 SAFETY

- 7.01 In the case of a breakdown, after attending to the welfare and safety of the students, the driver shall contact the Contractor's base of operations (dispatcher) for assistance via two-way communication. The dispatcher will immediately notify the Director of Finance & Operations.

- 7.02 Drivers will not leave their vehicles unattended while children are in it. In an emergency, the driver’s first concern must be for the safety of the students.
- 7.03 The Contractor shall make a detailed written report to the Director of Finance & Operations within twenty-four (24) hours of any accident involving vehicles under this contract. In addition to the written notice, a verbal report of any accident and its details is to be made to the Director of Finance & Operations **IMMEDIATELY** after attending to the welfare and safety of students, for any accident with students on the bus, about to enter the bus, or just having left the bus.
- 7.04 The Contractor shall properly heat, ventilate and keep all vehicles thoroughly clean. All laws of the Commonwealth of Massachusetts relating to bond, insurance and inspection by the Department of Public Utilities (DPU) and the Registry of Motor Vehicles, if they pertain to this contract, shall be rigidly followed.
- 7.05 The Contractor and all drivers will uniformly require children to pass in front of the bus after exiting, and cross the road to the opposite side, taking due caution with the traffic. The driver will keep the bus standing with the door open so that the flashing LED lights and “stop arm” will continue to operate until the child has reached the other side of the road safely. The driver shall caution the child of any approaching traffic from either direction. Any exceptions to the foregoing must be individually sought and approved in writing; such situations will be worked out with the Director of Finance & Operations. All drivers and the dispatcher are to bring any hazardous situations possibly needing special attention to the attention of the Director of Transportation.
- 7.06 All vehicles and operators shall be readily available when weather emergencies, or other conditions, warrant immediate transportation needs. It is understood that thirty (30) minutes notice is a reasonable time in which to start emergency transportation from school in relatively good weather, and that this shall increase to a one-hour limit for inclement weather.
- 7.07 No person operating a school bus shall operate a vehicle at a rate of speed exceeding posted limits. The speed and method of operation of school vehicles shall always be such as to ensure a high degree of safety for the students, and shall be in compliance with all State and Local laws.
- 7.08 The Contractor agrees to make available, at the Contractors expense, a bus to be brought to each school for use in bus evacuation drills as required by M.G.L. c. 90, §7B.

8.00 INSURANCE

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

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

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

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

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

- 8.02 The Contractor shall indemnify, defend and hold the City of Amesbury harmless for any and all claims, loss, cost, expense, or damage of any kind resulting or arising from this contract by the Contractor, his agents, or employees.
- 8.03 The Contractor shall provide a certificate of insurance to the Director of Finance & Operations prior to the start of the contract year and on each policy renewal date.

9.00 BILLING AND PAYMENT

- 9.01 Once monthly, the Contractor shall submit invoices to the Amesbury Public Schools. Invoices shall itemize and document all charges. Payment shall be due within thirty (30) days after the School Department receives a proper invoice. In no event shall the School Department be liable for interest, penalties, expenses or attorney's fees. No payment hereunder shall constitute or be construed as a final acceptance or approval of that part of the Services to which such payment relates or relieve the Contractor of any of its obligations hereunder with respect hereto.
- 9.02 Deductions will be made from each monthly payment for services not rendered. Deductions for tardy, missed or otherwise deficient transportation. (Reference Sections 2.14, 5.08, 10.01 and others) may be handled differently.

10.00 REMEDY AND LAW

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

due to non-performance or non-conformance of services, together with incidental and consequential damages, from sums due or to become due.

- 10.03 If the damages sustained by Amesbury Public Schools, as determined by the Director of Finance and Operations, exceed sums due or to become due, the Contractor shall pay the difference to the Amesbury Public Schools upon demand.
- 10.04 The Contractor shall not be liable for any damages sustained by the Amesbury Public Schools due to the Contractor's failure to perform services under the terms of this contract if such nonoccurrence of which was a basic assumption under which this contract was made, including, but not necessarily limited to a state of war, act of enemies, embargoes, appropriations or confiscation of facilities used by the Contractor, and by compliance with any Federal, State, or Municipal government regulation or order other than (a) those relating to the Contractor's vehicles; or (b) COVID Government Orders, provided that the Contractor has notified the Superintendent in writing of such cause within ten (10) days of its occurrence; it being understood, however, that the compensation paid the Contractor hereunder shall be reduced for services not rendered based upon 100% of the then current payments being made to the Contractor. For avoidance of doubt, in the event that any COVID Government Order requires Contractor's services to suspend for a period of time, the City shall not be required to pay for those services that were not performed.

11.00 CONTRACT TERMINATION

- 11.01 This contract may be unilaterally terminated by the Amesbury Public Schools at any time for:
- A. The Contractor's violation of the contract. Amesbury Public Schools shall provide seven (7) days written notice of intent to terminate; and in so doing, the Amesbury Public Schools will not waive any rights or remedies which it may have against the Contractor.
 - B. The Contractor's involvement in financial difficulties as evidenced by an assignment for the benefit of creditors, or the receivership of assets not dissolved within sixty (60) days or the voluntary filing of bankruptcy petition or of any other proceedings relating to the relief of debtors, or the involuntary institution of any other proceedings for the relief of debtors where such petition, or proceedings is not dismissed within sixty (60) days.
 - C. For the convenience of the Amesbury Public Schools, with thirty (30) days written notice to the Contractor.

12.00 SEVERABILITY

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

BID PROPOSAL CERTIFICATION

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

1. That prices inserted cover all labor, materials, transportation, insurance and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M.G.L. Ch. 62C, sec. 49A, the bidder hereby certifies that the bidder has filed all State tax returns and paid all State taxes required under law.
3. The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The following items must be completed by the Bidder:

Title of Bid Proposal: _____

Our Company is: a corporation _____ a partnership _____ individually owned _____

Company Name: _____

Social Security or Federal I.D. # _____

Company Address: _____

Telephone Number: _____

By Company Official: _____
(print or type name and title)

(signature)

CERTIFICATE OF CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____ (name of corporation) held on * _____ (date) at which all the Directors were present or waived notice, it was voted that _____ (name), _____ (office) of this corporation, be it he or she, hereby is authorized to execute proposal documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any proposal document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(clerk or secretary)

Place of Business: _____

I certify that I am the clerk/secretary of the _____ and that _____ is the duly elected _____ and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(clerk or secretary)

Date:** _____

* This date must be on or before the date of the Contract.
** This date must be on or before the date of the Contract.

TAX COMPLIANCE CERTIFICATION

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

*(Individual or Corporate Name) Signature of person submitting bid or proposal

Name of business

**Social Security Number or Federal Identification Number

Date

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant, and separate forms completed by each subcontractor.

**Your Social Security Number and Federal Identification 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 M.G.L. c. 62C, § 49A.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this 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 of individual submitting bid or proposal

Name of Business

Date

**BID PROPOSAL FORM #2
LIST OF REFERENCES**

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

Company: _____

Signature and Title of Company Official: _____

CHECKLIST FOR BIDDERS (references Section in Invitation for Bid)

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

1. Submit one (1) original copy for each of the following. All forms must be completed. (§1.07)
 - a. Bid Proposal Certification
 - b. Certificate of Corporate Vote
 - c. Tax Compliance Certification
 - d. Certificate of Non-Collusion
2. Submit Bid Proposal Form #1: Equipment To Be Used.
3. Submit Bid Proposal Form #2: List of References, include documentation indicating transportation services provided under a single contract for all district students, regardless of residence. Include letters of reference serviced by the bidder. (§1.08)
4. Submit Bid Proposal Form #3 for all years 2025-2028, and additional years - 2028-2029, 2029-2030
5. Submit Bid Proposal Form #4 for Athletics and Field Trips
6. Submit evidence that a contract of equal or greater size is currently serviced. (§1.11)
7. Submit dated copy of Substance Abuse Policy. (§6.08)

ANY BID THAT IS SUBMITTED WITHOUT THE ABOVE REQUIRED INFORMATION WILL BE CONSIDERED NON-RESPONSIVE. NUMBER 2C IS OPTIONAL BUT EVERYTHING ELSE IS REQUIRED.

BID PROPOSAL FORM #3

2025-2026 Yearly Transportation Costs

Amesbury Public Schools

1) Basic Contract – Ten (10)-71 passenger buses at _____per bus x 180 days _____

School Year 2025-2026 Total _____

2) Extra Transportation - a. Per Mile Rate \$ _____

b. Waiting Time \$ _____

c. Minimum Charge \$ _____

d. Pull-out Charge \$ _____

3) Early/Late Bus (per bus per day) _____(if requested) (additional route non-time conflicting)

4) Add/delete two-tier bus, (per bus/per day) \$ _____ (if requested).

5) Add/delete single-tier bus, (per bus/per day) \$ _____ (if requested).

BID PROPOSAL FORM #3

2026-2027 Yearly Transportation Costs

Amesbury Public Schools

2) Basic Contract – Ten (10)-71 passenger buses at _____per bus x 180 days _____

School Year 2026-2027 Total _____

2) Extra Transportation - a. Per Mile Rate \$_____

b. Waiting Time \$_____

c. Minimum Charge \$_____

d. Pull-out Charge \$_____

3) Early/Late Bus (per bus per day)_____ (if requested) (additional route non-time conflicting)

4) Add/delete two-tier bus, (per bus/per day) \$_____ (if requested).

5) Add/delete single-tier bus, (per bus/per day) \$_____ (if requested).

BID PROPOSAL FORM #3

2027-2028 Yearly Transportation Costs

Amesbury Public Schools

3) Basic Contract – Ten (10)-71 passenger buses at _____ per bus x 180 days _____

School Year 2027-2028 Total _____

2) Extra Transportation - a. Per Mile Rate \$ _____

b. Waiting Time \$ _____

c. Minimum Charge \$ _____

d. Pull-out Charge \$ _____

3) Early/Late Bus (per bus per day) _____ (if requested) (additional route non-time conflicting)

4) Add/delete two-tier bus, (per bus/per day) \$ _____ (if requested).

5) Add/delete single-tier bus, (per bus/per day) \$ _____ (if requested).

BID PROPOSAL FORM #3

2025 - 2028 Summary of Total Transportation Costs

Amesbury Public Schools

Total for School Year 2025 - 2026

Total for School Year 2026 - 2027

Total for School Year 2027 - 2028

Grand Total Cost for Three Years:

Signature

Title

Date

BID PROPOSAL FORM #3

2028-2029 Projected Yearly Transportation Costs

Amesbury Public Schools

4) Basic Contract – Ten (10)-71 passenger buses at _____per bus x 180 days _____

School Year 2028-2029 Total _____

2) Extra Transportation - a. Per Mile Rate \$ _____

b. Waiting Time \$ _____

c. Minimum Charge \$ _____

d. Pull-out Charge \$ _____

3) Early/Late Bus (per bus per day) _____(if requested) (additional route non-time conflicting)

4) Add/delete two-tier bus, (per bus/per day) \$ _____ (if requested).

5) Add/delete single-tier bus, (per bus/per day) \$ _____ (if requested).

BID PROPOSAL FORM #3

2029-2030 Projected Yearly Transportation Costs

Amesbury Public Schools

5) Basic Contract – Ten (10)-71 passenger buses at _____per bus x 180 days _____

School Year 2029-2030 Total _____

2) Extra Transportation - a. Per Mile Rate \$ _____

b. Waiting Time \$ _____

c. Minimum Charge \$ _____

d. Pull-out Charge \$ _____

3) Early/Late Bus (per bus per day) _____(if requested) (additional route non-time conflicting)

4) Add/delete two-tier bus, (per bus/per day) \$ _____ (if requested).

5) Add/delete single-tier bus, (per bus/per day) \$ _____ (if requested).

Bid Proposal Form #4

Athletic & Field Trips:

Estimated Need – buses for approximately 140 field or athletic trips. These trips will require an estimated 8,500 miles of travel as well as approximately 450 hours of wait time.

Price per mile: \$ _____ x 8,500 miles = \$ _____ (f)

Price per hours of wait time: \$ _____ x 450 hours = \$ _____ (g)

First Year Total:

Athletic & Field Trip buses (f & g): \$ _____

Athletic & Field Trips:

Estimated Need – buses for approximately 140 field or athletic trips. These trips will require an estimated 8,500 miles of travel as well as approximately 450 hours of wait time.

Price per mile: \$ _____ x 8,500 miles = \$ _____ (f)

Price per hours of wait time: \$ _____ x 450 hours = \$ _____ (g)

Second Year Total:

Athletic & Field Trip buses (f & g): \$ _____

Athletic & Field Trips:

Estimated Need – buses for approximately 140 field or athletic trips. These trips will require an estimated 8,500 miles of travel as well as approximately 450 hours of wait time.

Price per mile: \$ _____ x 8,500 miles = \$ _____ (f)

Price per hours of wait time: \$ _____ x 450 hours = \$ _____ (g)

Third Year Total:

Athletic & Field Trip buses (f & g): \$ _____