

Newburyport Public Schools

February 28, 2024



Invitation for Bids

IFB No. 20240204

**www.newburyport.k12.ma.us/site/default.aspx?DomainID=25
www.cityofnewburyport.com/bids**

Student Transportation Services

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Newburyport Public Schools

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LEGAL NOTICE

NOTICE TO BIDDERS

**Newburyport Public Schools
70 Low Street
Newburyport, Massachusetts 01950**

The Newburyport Public School Department ('School Department') is soliciting bids from qualified companies to furnish Student Transportation Services for all regular routes, extra transportation i.e., extracurricular, field and athletic trip buses to Newburyport Public School students. Qualified companies are requested to submit one original and two copies of their bid to the school department's Business Manager, Philip A. Littlehale, Office of the Superintendent, 70 Low Street, Newburyport, MA 01950 in accordance with the instructions contained within this Invitation for Bids.

This bid is being solicited in compliance with M.G.L. Ch. 30B. Newburyport Public Schools intends to award one contract, to the responsive and responsible bidder with the lowest grand total price, for a three-year contract covering the period from July 1, 2024 through June 30, 2027 with two (2) additional one-year renewals, solely at the discretion of the Newburyport School Committee. The School Department will provide written confirmation of renewal at least sixty (60) days prior to the end of the contract period.

Sealed bids are invited and will be accepted at the Office of the Business Manager, Office of the Superintendent, 70 Low Street, Newburyport, MA 01950 until March 14, 2024, at 2:00 PM at which place and the sealed bids will be publicly opened and read aloud at 2:30 PM for:

- Regular daily routes-Thirteen (13) buses (71 Passengers or larger) for both AM and PM Routes.
- Extra Transportation i.e., Extracurricular, field trips, athletic team trips, within or outside of the City of Newburyport.

All **sealed** bids must be submitted on forms supplied by the Newburyport Public Schools. These forms may be picked up at the Business Office beginning February 28, 2024 weekdays between 9:00 AM and 4 PM. Bid documents may also be viewed and downloaded at the following websites:

School Dept: www.newburyport.k12.ma.us/site/default.aspx?DomainID=25

City of Newburyport: www.cityofnewburyport.com/bids.

FAXED or E-mailed bids **will not** be accepted. **Any bid received after the deadline for submission of bids will not be accepted.** For purposes of uniformity, the time stamp clock located in the Superintendent's Office will be the sole indicator of time.

No bidder may withdraw his bid for a period of thirty (30) days after the date set for the bid opening thereof.

Attention is directed to the minimum wage documentation contained in the bid specifications from the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, sections 26 and 27D inclusive.

Newburyport is an affirmative action/equal opportunity purchaser.

Bid Surety/Bid Bond: All bidders are required to submit, with their bid, a Bid Bond, Treasurer's Check or Certified Check payable to the Newburyport Public Schools in the amount of five (5%) percent of the three (3) year Grand Total cost for regular transportation. The bond shall be issued by a responsible bank or trust company licensed to do business in the State of Massachusetts.

The Newburyport School Committee reserves the right to accept or reject, in whole or in part, any or all bids, or take whatever other action may be deemed to be in the best interest of the Newburyport Public Schools.

Philip A. Littlehale
Business Manager

IFB # 20240204
Newburyport, Massachusetts
Business Office

COVER SHEET

The Newburyport School Committee reserves the right to reject any or all Bids, to omit any item or items called for, or to accept the bid deemed in the best interest of the Newburyport Public Schools. One (1) Original and Two (2) copies of the bid must be submitted **on or before 2:00 PM, March 14, 2024 to: Philip A. Littlehale, Business Manager, Office of the Superintendent, 70 Low Street, Newburyport, MA 01950**

The envelope containing the Bid and required information must be sealed and marked with Proposer's name, title of proposal, IFB number, and date of opening. The Proposer must sign all required signature pages in order for the proposal to be considered.

The Proposer acknowledges receipt of the following **ADDENDA** # _____

BUSINESS NAME _____

BUSINESS ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE _____

EMAIL _____

INDIVIDUAL/AUTHORIZED SIGNATURE _____

AUTHORIZED OFFICER NAME (PRINT) _____

DATE _____

FEDERAL TAX ID OR SOC. SECURITY NO. _____

By signing above, the authorized officer is certifying that a complete examination of all bid documents has been made and that the goods/services will be delivered within the time specified and at the prices stated.

All bidders must sign and submit with their bid the attached Certificate of Good Faith and Tax Compliance Form. Failure to do so will result in the bid being unresponsive and rejected.

If bidder/proposer is a co-partnership, all partners must execute both copies of the bid/proposal, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If bidder/proposer is a corporation, the authorized agent shall execute both copies of the bid/proposal. Evidence of authority to sign must be submitted.

The Newburyport School Committee reserves the right to reject any or all bids/proposals and waive any informalities deemed to be in the best interests of the City of Newburyport and the Newburyport Public Schools.

INSTRUCTIONS FOR BIDDERS

1. Instruction to Bidders

The requirements set forth in these “Instructions to Bidders” are to be considered a part of the contract agreement with the successful bidder.

2. Availability of IFB

A complete IFB may be obtained, without charge, from the **School Department’s Business Office, 70 Low Street, Newburyport, MA 01950 from 9:00 AM – 4:00 PM Monday through Friday. The IFB documents may also be viewed and downloaded from the following webpages:**

**School Dept: www.newburyport.k12.ma.us/default.aspx?DomainID=25
City of Newburyport: www.cityofnewburyport.com/bids**

It is recommended that respondents to this request familiarize themselves with the specifications.

3. Receipt And Opening of Bids

Sealed bids for furnishing school buses for daily student transportation for the period beginning July 1, 2024 and ending June 30, 2027 and for Extracurricular, Field Trips, Athletic Teams, etc. for the period beginning July 1, 2024 and ending June 30, 2027 will be received by the NPS Business Manager, Philip A. Littlehale, Office of the Superintendent, 70 Low Street, Newburyport, MA 01950 up to 2 P. M., Thursday, March 14, 2024.

Receipt and opening of bids will be as stated in the Notice to Bid, which is enclosed herein and is an integral part of these instructions. No bids received after the time established for the closing of bids will be considered regardless of the cause for delay in the receipt of any such bid(s).

Please note: FAXED or E-mailed bids will not be accepted.

Questions concerning this invitation for bids must be submitted in writing to Business Manager, Philip A. Littlehale, Office of the Superintendent, 70 Low Street, Newburyport, MA 01950 (plittlehale@newburyport.k12.ma) before 2:00 P.M. on Thursday, March 7, 2024. Questions may be delivered, mailed or emailed. Written responses will be mailed or emailed to all bidders on record as having picked up the IFB.

4. Marking of Envelopes

The bid proposal must be filled out on the form prescribed and enclosed in a sealed envelope. The transmittal envelope must clearly indicate the name and address of the bidder. In the lower left-hand corner of the envelope mark in bold print **“BID PROPOSAL FOR SCHOOL BUS TRANSPORTATION, BID NO. 20240204.”**

5. Bid Form

One (1) Original and Two (2) copies of all bid documents is required. Said documents shall be signed only by an authorized individual(s) or officer of the firm. The bid price(s) must be typewritten or written in ink in the space(s) provided on the Form of General Bid. In the event of a discrepancy between the unit price and extension, the unit price will govern. Bid price shall be construed to cover all cost incurred by the contractor to furnish the item(s) or services specified, in accordance with the specifications.

6. Interpretation of Contract Documents

All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed or emailed to all bidders on record as having requested the IFB. Addenda shall be made available to bidders not later than three days prior to the date fixed for the receipt of proposals at the NPS Business Office and website or the City's website. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his submission. All addenda as issued shall become part of the contract documents.

7. Modification of Bids

A bidder may correct or modify a bid by written notice received by the awarding authority prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence, and must reference the original IFB.

After the receipt deadline, a bidder may not change any provision of the bid. Minor informalities may be waived by the School Department's Business Manager and the bidder will be allowed to correct them, if necessary. If a mistake and the intended bid are clearly evident on the face of the document the mistake will be corrected to reflect the intended correct proposal, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the document, but the intended correct bid is not similarly evident.

8. Withdrawal of Bids

Bids may be withdrawn prior to the time of receipt of bids, only on written request to the awarding authority. No bidder shall withdraw his bid within a period of Thirty (30) days after the date set for the receipt of said bids.

9. Unexpected Closures

If at the time of the scheduled receipt deadline, the School Superintendent's Office is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, etc. the receipt of bids will be postponed to the next normal business day at the time posted in the request for bids. Bids will be accepted until that date and time.

10. References and Company Background

Must complete FORM RCB-1 and include with IFB (Appendix "H")

11. Minimum Bidder Requirements

Each bidder must demonstrate that it meets the following minimum requirements:

- a. Contractor must be a New England Based Company with a minimum of five (5) years' experience in similar contracts and must have had a minimum of thirteen (13) school buses in the fleet. Buses are not required to be garaged in the City of Newburyport. However, all buses contracted for regular transportation must have a minimum response time of thirty (30) minutes in case of an emergency. There shall not be an additional charge to the School District for early release days or for emergency releases from any or all schools.
- b. No bid shall be accepted from any contractor who, in the past five (5) years in New England, has:
 - ✓ Had a contract terminated for cause
 - ✓ Been declared in default by a School Board or Administration, or
 - ✓ Withdrawn a low bid for any reason
- c. Bidder shall include with their bid proposal, a list of financial references showing fiscal soundness, capability, and a copy of audited financial statements for three (3) prior consecutive years not later than 2022.
- d. Company must demonstrate a minimum of five (5) years' experience providing student transportation services operating at least twelve 71/84 passenger buses for school departments. The successful bidder may not double up bus runs except in "temporary emergency" circumstances.
- e. Company vehicles must hold a current Massachusetts registration and have an updated and valid inspection sticker. Vehicles shall be no more than ten (10) years old at the beginning of the contract. Substitute vehicles shall be no more than ten (10) years old at any time during the life of the contract. Company shall submit a detailed list of all vehicles to be used in the program including year, make, model, actual mileage, seating capacity, number of heaters, types of seats, and present condition (**Description of Equipment to be Used Form-Appendix "J"**)
- f. The company is expected to operate on a daily basis the specified number of buses for the bid unless modified in writing and approved in advance by the School Department.
- g. Company shall furnish all labor, equipment, and vehicles required for work in accordance with the scope of services.
- h. Submission of all executed statements and forms.

12. Rule for Award of Contract

The contract will be awarded in compliance with M.G.L. CH. 30B. One contract for all thirteen (13) regular route buses, and as needed buses for extracurricular, field trips, and athletic team trips, will be awarded to the responsive and responsible bidder with the

lowest grand total price for the first three years of the contract. Owner shall complete the attached (See Appendix “D”) “Rule for Award Summary” sheet for each bidder. The contract shall include the optional two (2) additional one-year renewals. However, the renewal prices are not included in the Rule of Award.

The Business Manager will recommend the award of the contract to the Newburyport School Committee. Action on the award will be taken within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after opening of the General Bids. The School Committee will be the awarding authority and all awards will be made in the best interest of the School District and the City of Newburyport. Following positive action by the School Committee, contracts will be issued.

13. Bid Documents

The documents comprising the bid consist of: The Notice to Bid, Instructions to Bidders, General Conditions, Special Conditions (if any), Bid Specifications, Form RCB-1, Bid Summary, Description of Equipment, Collusion Agreement and Tax Certification, Bid Forms and any Addenda Provisions required. The same documents will be incorporated into the contract documents. After award of a contract, one complete set is to be returned, properly signed and executed.

14. Criminal Offender Record Information (CORI) & Finger Prints

At least fifteen (15) calendar days prior to the start of the school year, the company shall submit, in writing to the Business Manager, the names of all persons authorized to operate or monitor their school buses under this contract. Accompanying each name shall be the driver's pre-qualification sheet including a completed **CRIMINAL OFFENDER RECORD INFORMATION (CORI) ACKNOWLEDGEMENT FORM (See Appendix “K”)** and a photocopy of the driver's current appropriate license. Only those drivers, monitors, and substitute drivers submitted to the School Department may drive buses transporting school students, except in cases of emergency, but no emergency driver/monitor shall be employed unless the company has furnished the School Department with the names of such drivers prior to the operation of a Newburyport Public School bus.

15. Prevailing Wage Letter

It has been determined that no operative collective agreements exist within the Municipality. Therefore, in this case, no rate can be set by the Commissioner of Labor and Industries (For letter of notification-See Appendix “I”).

16. Minimum Wage/Prevailing Wage Requirements

Minimum Wage/Prevailing Wage obligations shall be in accordance with Section 4 of “Supplement S”

GENERAL CONDITIONS

Licensing

The contractor shall possess and comply with all required and necessary licenses as may be specified by Federal, State and/or Local authorities, related to the delivery of services referred to in this IFB.

Insurance Coverage

Certificates evidencing such insurance in two (2) copies, shall be furnished to the School Department at the execution of this Agreement. Certificates from insurers clearly stating that the insurance policies required in the following paragraphs have been issued to the contractor. The certificate must be in a form satisfactory to the City. Liability policies shall name the City of Newburyport, Newburyport, Massachusetts, as an additional insured- See Section 5 of "Supplement "S".

Worker's Compensation Insurance

Contractor's Worker's Compensation Insurance shall be in accordance with Section 8 a. of the "Contract" (See Appendix for details).

Comprehensive General Liability Insurance

Contractor's Comprehensive General Liability Insurance shall be in accordance with Section 5 of "Supplement S".

Motor Vehicle Insurance

Contractor's Motor Vehicle Insurance shall be in accordance with Section 5 of "Supplement S".

Contract Documents

A contract for school bus transportation services will consist of the "Contract" and Supplement "S". Three or more copies of each shall be executed by both parties; one signed copy retained by the Contractor.

Reports

The contractor or his operator shall make a written report to the NPS Business Manager, within twenty-four (24) hours, of all accidents in which his equipment may become involved. In the event the accident involves injury or death of a school child, a verbal report shall be made at once in person or by telephone, after notification to the police, and rendering assistance to injured persons.

The contractor will report any traffic citations received by drivers while operating a loaded school bus to the Business Manager. On days when snow has been forecast, the contractor will communicate with the Superintendent or designee, to determine road conditions and to assist in making a decision regarding the closing of school prior to 5:15 A.M.

Payments

Payments shall be in accordance with Section 5 of the “Contract”.

Labor and Materials Payment Bond

1. The Contractor shall deliver a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price to the School Department within ten (10) business days after notification of acceptance of Contract by the School Department.
2. The Labor and Materials Payment Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance.

Performance Bond

1. The Contractor shall deliver a Performance Bond in the amount of one hundred (100%) percent of the Contract price to the School Department within ten (10) business days after notification of acceptance of Contract by the School Department.
2. The Performance Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance.

See attached Form of Performance Bond, Appendix “F” that shall be utilized by the successful bidder.

The Contractor’s Breach and the District’s Remedies:

See “Contract” Item 17 a. in the Appendix for details.

Certification of Tax Compliance

The bidder hereby certifies that no officer, agent or employee of the City of Newburyport has a special interest in the IFB; that the bidder is competing solely on their own behalf without connection with, or obligation to, any undisclosed person or firm; that this proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same work **(See Non-Collusion Form Appendix “G”). Form must be executed and returned with proposal.**

Contract Period

See “Contract” Item 3 in the Appendix for details.

Acknowledgement of ADA and Section 504

The School Department acknowledges the existence of the Americans with Disabilities Act (ADA) of 1990, and Section 504 of the Rehabilitation Act of 1973. The rights guaranteed within these Acts shall apply to this contract.

The selected bidder will enter into a contract with the Newburyport Public Schools in the form attached in the Appendix. The terms and conditions stated in said contract are by reference, an integral part of this IFB as if directly stated herein.

SPECIFICATIONS

GENERAL

BID PROPOSAL FORMS are included with this invitation.

The bidder agrees to furnish all transportation required by the provisions of these specifications; these specifications are considered a part of the contract with the successful bidder.

1. During each of the school years within the period July 1, 2024 through June 30, 2027 (See Appendix "M" for school calendar and opening dates), the contractor shall transport pupils to and from their pickup stations and the various schools under the jurisdiction of the Newburyport School Committee. It is conceivable that the Committee may determine that the number of buses required may either increase or decrease during the term of the contract. In the event of a decrease the contractor will receive fourteen (14) days' notice as to the effective date of the decrease and any resultant change in routing. Such additional buses or reduction in buses authorized by the Committee shall result in an increase or decrease at the daily rate per bus provided for in the contract.
2. **Bids are to be submitted on a three (3) year contract basis with bids submitted for the two (2) optional years (two additional one-year terms) with buses and drivers furnished by the bidder.**
3. Schedules showing Newburyport Bus Routes for the 2023–2024 school year are presented in Appendix "C". Utilizing the route sheets in combination with the "2024-2025 Service Profile (See Appendix "B") as a guide, bidders will be informed as to the areas to be served under this contract. In addition, any interested bidder may request an electronic file of our FY2024 routes prior to the bid submission date. It is the intention of the Committee that transportation be provided to eligible students for all grades, Kindergarten through grade 12, as follows:
 - a. Each vehicle will service approximately two (2) routes: made up of secondary routes and elementary routes.
 - b. Transportation services shall be provided to the following schools. Said schools are all in session for 180 days:
Francis T. Bresnahan Elementary School, Edward G. Molin Upper Elementary School, Rupert A. Nock Middle School, Newburyport High School, Immaculate Conception School and the River Valley Charter School.
4. Payment will be made only for such transportation as is provided and only for each day that each school is in session.
5. The Newburyport School Department does not assume any responsibility for changes in State or Federal laws concerning school bus transportation which may occur during the duration of the contract.

EXTRACURRICULAR, FIELD TRIPS AND ATHLETIC TRANSPORTATION

In accordance with bid specifications contained herein, furnish transportation within or outside the City of Newburyport as determined by the Owner for the stated contract period, for extracurricular, field trips, athletic contests and other school sponsored events.

The scope of work shall include trips within eastern Massachusetts, southern Maine and New Hampshire.

The total number of athletic and field trips requiring buses in the performance of this contract for any given year is approximately 140 with an estimated 8,500 travel miles and 450 wait time hours. The actual number of buses used is subject to the availability of funding, and numbers of trips actually scheduled at a particular point in time.

The contractor agrees that the Newburyport Public Schools shall have priority for the use of each vehicle utilized in the performance of the contract for any additional transportation needs which arise during the course of the contract period. However, the School Committee specifically reserves the right to contract separately for any additional trips if the contractor is unable to provide buses for a requested event.

DRIVERS

1. The bidder agrees to take first hand and active control of his/her drivers to provide those of good moral character and habits who meet existing age requirements, and shall train the driver in consistent discipline and management of the children to the end that the children shall develop the practice of safety and courtesy while being transported to and from school. Formal training programs must be held annually or more frequently as required and attended by all drivers. Said meeting to be at the expense of the contractor and may be attended by the Superintendent of Schools or his/her authorized agent. Training programs shall be consistent with the rules and regulations of the Registry of Motor Vehicles and/or the Commonwealth of Massachusetts.
2. The bidder agrees to furnish careful and competent drivers who are of eligible licensing age and hold a Massachusetts Commercial Driver's License (CDL) and a DPU or School Bus Driver License. Upon discovery of a driver's carelessness and/or incompetence by the contractor or by school authorities, the driver(s) must be immediately replaced and the Office of the Superintendent so advised within forty-eight (48) hours of the replacement. The contractor shall submit, in writing, names of all persons authorized by him/her to operate or drive his/her school buses under this contract. Accompanying the names shall be a photocopy of each driver's CDL and Massachusetts School Bus Driver or Department of Public Utilities (DPU) license (Photostatted renewal licenses must be submitted to the Superintendent on or before the date of license renewal). Only drivers and substitute drivers approved by the Office of the Superintendent may drive buses transporting school students, except in cases of emergency, but no emergency driver shall be employed unless the contractor has furnished the Superintendent with the names of such drivers and such evidence as the Superintendent may request to determine their competence.
3. All regularly scheduled drivers or temporary drivers must file a photocopy of their CDL and Massachusetts School Bus Driver's License, or DPU license as the case may be, and their physical examination required as a prerequisite thereto, not later than 15 calendar

days from issuance thereof, and such physical examination must include MANTOUX, CONTROLLED SUBSTANCES AND ALCOHOL testing. Any driver who is not required to submit to a physical examination for the purposes of securing a driver's license MUST submit to a physical examination at least once per year between August 1 and September 1 and a copy of the results of such examination must be forwarded to the Office of the Superintendent of Schools. No driver shall be permitted to transport students in fulfillment of this contract until a copy of his/her physical exam is on file at the Office of the Superintendent of Schools. The Newburyport School Department will not assume any costs associated with physical examinations.

4. The School Department reserves the right to perform a Criminal Offense Record Information check on all personnel in accordance with Chapter 385 of the Acts of 2002. The School Department shall retain the right to determine which employees are not qualified to have contact with children based on this information.
5. All drivers shall be properly attired and neatly groomed at all times while operating any vehicles carrying students. This shall include clean clothing in good repair and evidence of good and generally accepted personal hygiene. No person evidencing alcohol or drug usage shall be allowed to operate any vehicle under contract to the School Department.
6. Drivers may only transport pupils and other authorized personnel. Strictly forbidden is the transportation of any unauthorized preschool age children.
7. Every driver is to make a dry-run, at the Contractor's cost, over his/her route prior to the first day of actually transporting children to familiarize the driver with the route, stops and time schedules.

EQUIPMENT

1. The bidder agrees to keep the buses in good to excellent working condition in strict conformance with the Commonwealth of Massachusetts Minimum Standards for School Buses at all times and to furnish all necessary motor fuel, oil, grease, tires, maintenance and repairs throughout the entire period of the contract.
2. All equipment used in the execution of this contract shall be maintained in a satisfactory condition. Buses shall be kept clean at all times and shall be washed inside and out, and disinfected during each school vacation, to maintain this condition. All burned out bulbs, broken glass, and other equipment, as necessary and approved, shall be replaced promptly, without notification, to meet the intent of these specifications. All equipment will be subject to regular state school bus inspection as established by the Commonwealth of Massachusetts.
3. Buses shall be cleaned by sweeping or vacuum cleaning daily and shall be maintained free of noxious odors and poisonous gases at all times. In addition, those vehicles within which a possible exposure to blood borne pathogens has occurred shall be disinfected. The interior and exterior surfaces of all windows shall be maintained in clean and safe condition, weather conditions permitting. Under no condition shall vehicles be operated when the operator's vision is impaired by conditions of the glass surfaces to the point where the safety of the passengers is placed in jeopardy.
4. Each bus will bear the bus number in a size, style and manner designated by the Superintendent of Schools on bright 8.5" x 11" paper with large black lettering, displayed at the front of the bus on both the left and right side or painted on the front and back of

the bus. Any bus found operating without its appropriate number may result in a reduction of seventy-five dollars (\$75.00). **A substitute bus must comply with the foregoing.**

5. All buses used in performance of this contract shall be no more than ten (10) years old at the beginning of the contract. Substitute vehicles shall be no more than ten (10) years old at any time during the life of the contract. Vehicles used in performance of this contract must conform to all standards and contain such equipment and accessories in good working condition, as heretofore and hereinafter described. Nothing in this section shall prohibit a contractor from replacing any vehicle accepted under this contract with a new vehicle or a vehicle of lesser age and mileage than that currently in service.
6. All vehicles shall conform to the following standards:
 - a. All vehicles shall be equipped with an adequate number of heaters which shall be kept in good operating condition throughout the length of the contract. Minimum interior operating temperature of the buses shall be no lower than 55 degrees F.
 - b. All vehicles shall be free of excessive smoke emission and/or defective exhaust systems.
 - c. The bidder agrees that the wheels of all buses used in the performance of this contract shall be removed at least once a year for inspection of brake linings, bushings, lubrication, and general condition.
 - d. All vehicles must comply with Equipment Requirements per 540 CMR 7.00 Section 7.06. Examples of said equipment include:
 1. warning device for disabled vehicle
 2. one first aid kit; Johnson & Johnson #8161, or equivalent
 3. one set of wheel chocks
 4. one fire extinguisher
 5. one belt cutter
 6. one body fluid clean-up/disposal kit
 7. PPE for bus and driver and follow all State Guidelines relating to Health and Safety of students.
 - e. All vehicles must be equipped with two-way radios.
 - f. The contractor shall maintain a manned base station to insure communication between the School Department and the contractor during routing hours. The base station shall have a land-line phone, a two-way radio and a fax machine kept always, in good working order.
 - g. All vehicles must be equipped with front crossing guard arms that are kept in good working order.
 - h. All vehicles must be equipped with stop arms that are kept in good working order.

7. All vehicles must have bus bodies constructed to meet existing National School Bus Standards.
8. The right is reserved by the Committee, or its authorized representatives, to inspect any buses offered under bid for the purpose of accepting or rejecting the proposed equipment.
9. Committee reserves the right, at the sole cost of the contractor, to require the inspection, and certification of the condition of buses at any time by the Registry of Motor Vehicles or at any garage of the Committee's selection. The inspection shall include, but not be limited to brakes, tires, lights, horn, mufflers, steering gear, windshield, windows, doors, or body construction.
10. All vehicles must conform to manufacturer's and Federal specifications for safety, including any modifications required by the vehicle recall process.
11. The Contractor shall comply with all the provisions of the laws, rules and regulations of the Commonwealth of Massachusetts applicable hereto; and with the rules and regulations of the Registry of Motor Vehicles; all as they may now be or as they may hereafter be in effect, including, but without limiting the generality of the foregoing, those relating to registration, insurance, condition of buses, equipment, idling and inspections. All vehicles must be in conformity with the requirements of the Massachusetts Registry of Motor Vehicles
12. Buses are not required to be garaged in the City of Newburyport. However, all buses contracted for regular transportation must have a minimum response time of thirty (30) minutes in case of an emergency. There shall not be an additional charge to the School District for early release days or for emergency releases from any or all schools.
13. In all cases, tolls, parking fees and bus expenses will be paid by the successful bidder.
14. Both sides of each bus will be clearly marked with the carrier's name for beltline lettering; the lettering being not less than three (3) inches high.
15. All buses must be equipped with digital video recorders capable of recording both video and audio. There must be a minimum of two (2) cameras; one that views the passenger area and one that views the driver area. The recording (DVR) systems must be capable of storing video and audio recordings for a period of thirty (30) calendar days before being erased. Any video or audio requested by the School Department must be made available within one (1) school day. Remote access to the recordings is preferable. The purpose of the system is to assist the Contractor and the School Department in maintaining compliance regarding student and driver conduct on buses.

The Contractor will be responsible for installing, operating and maintaining the digital recorders and recording systems at contractor's expense. The Contractor must also have readily available two (2) spare digital recorders and recorder units for use on spare buses and a digital video/audio recorder available in the dispatch office for reviewing video and audio recordings. The system must trace and show the date and time of all recordings. Warning signs must be posted on all buses.

16. Successful contractor must have a bus tracking application accessible by school district personnel and parents.

17. The rear emergency door of each vehicle shall be equipped with an audible device, at contractor's expense, that requires that the driver walk the interior length of the vehicle prior to exiting the vehicle to disengage the audible device. These devices should be similar to those manufactured by "C.R.S" and/or "Child Check Mate Systems."
18. The contractor agrees to assign a person who will be available to the Business Manager or his/her designee, for the purpose of conferences and consultations regarding driver or student conduct, school schedules, route schedules, route changes, etc. These consultations shall be scheduled during normal working hours of the contractor.
19. Fuel Adjustment Clause: Fuel adjustments may be necessary during the term of this contract. Therefore, the Fuel Adjustment Bid Form, Appendix "N", **MUST** be returned with the bid. Details of this requirement are contained with the body of the bid form.

SCHEDULES

- 1) The dates on which transportation shall be provided will follow the Newburyport School Committee's approved yearly School Calendar. This calendar will be provided to the Contractor by April of the proceeding school year or upon approval of the School Committee.
- 2) The Contractor shall be responsible for the development of regular education transportation bus routes (1) In accordance with DESE Student Transportation Guidelines (2) As per related School Committee Policies covered under Series "E" Support Services and (3) As approved by the Superintendent or his/her designee. The School Department shall provide the Contractor with an initial roster of eligible student riders on or before July 1st of the subsequent school year. Further, routes are established under the direction of the Superintendent or his/her designee, in cooperation with the bus Contractor, so as an authorized bus stop is available within a reasonable walking distance of the home of every student entitled to transportation, and that distance does not exceed one mile. The School Department reserves the right to rearrange or adjust routes and schedules when it is in the interests of the public schools to do so, and any adjustments of rate of payment resulting from such changes shall be in accordance with the terms of the contract.
- 3) The successful bidder agrees to assign a person acceptable to the Superintendent or his /her designee, who will be available for conferences and consultations to work cooperatively with the administrative staff relative to bus routes, bus stops, pupil behavior, field trips, athletic trips, and other related matters. Regarding route management-parent requests made to the Contractor **MUST** be forwarded to the NPS Business Manager for review and approval. The Contractor is not authorized to make unilateral decisions relative to parent walk-to-stop or pickup/drop off requests.
- 4) The Contractor shall not change routes or stops, except in emergency situations, without the expressed consent of the School Department. Each approved change will have an agreed-to effective date. Routes and time schedules are subject to change depending on the number and location of students transported.
- 5) The schedule of route operation shall be maintained in such a manner that school children awaiting bus arrival shall not be required to wait longer than five (5) minutes beyond the scheduled time of the stop. The bus shall not delay at a bus stop

longer than necessary for school children to board the bus and be seated. Children are expected to be at their assigned stop prior to the arrival of their bus.

- 6) The schedules for buses assigned to provide transportation to and from schools are not to be adjusted to accommodate other transportation requirements (i.e., field trips, athletic trips, etc.).

RULES AND REGULATIONS

1. The successful bidder will be responsible for the following regulations, pertaining to the operation and maintenance of school buses and such other rules and regulations as may be established by the Committee.
 - a. Drivers shall always exercise supervision over children when on the buses, when boarding or leaving, and in making street crossings where danger exists. So far as applicable and practical and within route limitation, drivers should adhere to policies already established regarding discharging of passengers from the buses on the side of the road where their houses are located. When this cannot be done, the bus shall be held with lights flashing until all cars in area have stopped and while the pupil crosses the road ahead of the bus. The bus shall remain in this position until the pupil has reached the other side safely. Drivers shall not leave a vehicle unattended with passengers on board.
 - b. Additional safety requirements are from Chapter 90, the Laws of the Commonwealth of Massachusetts: section 7B; (1) All doors shall be kept closed while a school bus is in motion, Each school bus shall be operated by a person eighteen years of age or over, (2) who is licensed under Section 8A, or who is licensed under Section 9 of Chapter One Hundred Fifty-nine A (159A) and be subject to an annual physical examination, (3) No fueling of the bus shall take place while it is occupied by passengers. Section 15: (4) Every person operating a school bus shall bring his/her vehicle to a full stop not more than seventy-five (75) feet from the nearest track of said railroad crossing, and shall not proceed to cross until he/she is satisfied that it is safe to do so.
 - c. No smoking will be permitted in any school bus at any time. Buses shall be smoke free. THIS RULE MUST BE STRICTLY ENFORCED.
 - d. Drivers will not leave a school bus unattended when passengers are in the bus. In an emergency the driver's first concern must be for the safety of the passengers.
 - e. Each driver shall be responsible for the maintenance of discipline on his/her bus and shall report to the appropriate principal or his/her designated agent, any case of improper conduct on the part of pupils that impairs the driver's safe operation of the vehicle. Such improper conduct must be reported to dispatch at the completion of the route and within twenty-four (24) hours, a written report must be given to the appropriate principal for investigation by the school authorities so that appropriate action may be taken to remedy the condition. Drivers have no authority to put a pupil off the bus or to deny him/her transportation. This is an action that can be taken only by the school administration.

- f. Drivers will adhere to the time schedule set up for their bus route as closely as possible and consistent with the safe operation of the vehicle. This means that they are not required to wait for pupils who are unreasonably tardy in reaching the scheduled stops. Buses must not leave school earlier than eight (8) minutes after dismissal time, unless authorized by school personnel to do so.
- g. Drivers are to take on or discharge passengers ONLY at the scheduled pickup and drop-off points. If conditions warrant adding stops or changing the location of one or more pickup/drop-off points, this should be communicated to the Superintendent or his/her designee for consideration and appropriate action.
- h. Any and all complaints from parents or pupils made to the driver relative to school bus transportation, or controversies with parents over transportation problems are to be reported to the Bus Contractor who will report same to the superintendent or his/her designee within twenty-four (24) hours, for investigation and appropriate action.
- i. Only those children designated to ride the bus on each run shall be allowed on the bus. All riders must present their bus pass to the driver every day. Students shall be picked up and dropped off at their assigned stop only, unless as otherwise directed by the NPS Business Office.
- j. IMPORTANT – Kindergarten children shall not be dropped off unless an authorized person, who is at least 18 years of age, is at the stop to receive the child. If no such person is at the bus stop the driver will radio dispatch with the student's name and bring student back to the school at the completion of that route.**
- k. Kindergarten students must be assigned seats in the front of the bus.
- l. All elementary school AM drivers must do a walk-through bus check at the end of their last AM bus run **at the elementary school**, not at an off-campus location. All PM drivers must do a walk-through bus check at the **closest safe location to their last route stop; this location must be in Newburyport.**
- m. **Busses must not be left idling.**
- n. Drivers will enforce the policy of no eating and/or drinking at any time on the school buses.
- o. Due to severe allergies of many students, offering food (including any type of candy or gum) or beverage by the bus driver to students at any time is strictly prohibited.
- p. The successful bidder shall comply with all the provisions of the Commonwealth of Massachusetts and the rules and regulations of the Registry of Motor Vehicles for the execution of bus evacuation drills for all passengers.

ACCIDENTS

The contractor shall make written reports of all accidents in which his/her equipment becomes involved within twenty-four (24) hours of occurrence and said report should be promptly submitted to the Superintendent of Schools and Business Manager. In the event the accident involves injury or death to an occupant, a verbal report is to be made

at once by telephone, after notification to Police and the rendering of assistance to the injured. A written report must then follow.

CONTRACT

1. The successful bidder will be required to enter into a written contract for a period of three (3) years beginning July 1, 2024 and ending June 30, 2027 with two (2) additional one-year renewals, solely at the discretion of Newburyport Public Schools. The requirements of these specifications are considered a part of the contract with the successful bidder (See attached Sample copy of Contract- Appendix "O").
2. The contractor agrees to furnish bus transportation on every school day, during each school year. Bus routes, schedules, and stops for pickups will be reviewed by the Committee from time to time. All bus routes shall run on a time schedule consistent with maximum safety for the children subject to the Committee. The Superintendent of Schools shall have full authority to control routes, schedules, and to determine that all provisions of the contract are being satisfactorily fulfilled.
3. Any knowing or intentional violation by the successful bidder of any provision of the contract, or of the specifications forming a part hereof, shall constitute cause for termination of said contract by the Awarding Authority if said Authority shall so elect; but no waiver thereof by said Authority shall be taken, deemed, or construed as affecting the right of said Awarding Authority to so terminate for any other or future violation, or for any repetition of the same violation.
4. It is understood, agreed upon and made a part hereof, and shall become a part of the contract, that the contract entered into between the successful bidder and the Newburyport School Department shall not be assigned nor assignable by way of subcontract or otherwise, unless or until the Newburyport School Department shall have first assented thereto in writing.
5. It is mutually agreed that the proposed contractor is an independent contractor, and is in no way an agent, servant, or employee of the Newburyport Public Schools

PAYMENT

1. Payment shall be made only against invoices rendered monthly by the contractor, and such invoice shall indicate the number of buses used, the period for which services were rendered, and the total amount of money due. No payment shall be made for bus routes not operated during inclement weather, or for any other cause which is the responsibility of the contractor. The proposed contractor shall be excused from liability for failure to perform when such failure is due to an act of God, the public enemy, fires, earthquakes, or other similar causes beyond his/her control. Even though said contractor is legally excused, no payment under the contract will be made while such circumstances so mentioned exist.
2. ***If any vehicle arrives at a specified destination more than fifteen (15) minutes late, the per diem payment for such vehicle shall be reduced by fifty percent (50%) unless such contractor has been excused as in the foregoing.***
3. It is understood that the compensation for all routes will be paid only for the days that work is performed and school is in session.

4. The successful bidder shall maintain and provide copies, as required or requested, of all documentation (driver's licenses, etc.). Failure to do so will result in withholding of payments until such time as this obligation has been fulfilled.
5. Non-Appropriation of Funds: If funds are not appropriated for this purpose in the next fiscal year, the Newburyport Public Schools may terminate this contract and shall not be obligated to make further payments.

Appendices

Appendix “A”

BID DOCUMENTS SECTION

Each bidder must execute and submit one original and two copies of the following documents:

1. Cover Sheet	Page	5
2. Bid Summary	Appendix	“E”
3. Form of Performance Bond	Appendix	“F”
4. Certification of Non-Collusion and Tax Compliance	Appendix	“G”
5. References and Company Background (Form RCB)	Appendix	“H”
6. Listing of Equipment to be Used	Appendix	“J”
7. Fuel Adjustment Bid Form	Appendix	“N”
8. Form of General Bid-Regular School Bus Transportation Separate attachment	Appendix	“Q”
9. Form of General Bid-Extracurricular, Field Trips & Athletics Separate attachment	Appendix	“R”

APPENDIX “B”

2024 / 2025 Service Profile

School	Address	Regular Hours	Early Release*
High School and Middle School		Middle School 1 st round of Buses arrive not earlier than 7:25 am depart @ 2:20pm High School 1 st round of Buses arrive not earlier than 8:05 am depart @ 3:00pm	
#Students Transported			
Newburyport High School 160	241 High Street	8:15 am- 2:42 pm	11:45 am
Rupert A. Nock Middle School	70 Low Street	7:45 am - 2:15 pm	11:00 am
Elementary Schools		1 st round of Buses arrive not earlier than 8:05 am depart @ 3:05	
Francis T. Bresnahan Elementary School- K-3 305	333 High Street	8:20 am - 2:50 pm	11:40 am
E. Molin Upper Elementary School- Gr 4-5 176	70 Low Street	7:45 am - 2:15 pm	11:00 am
Private Schools			
Immaculate Conception School– K-8 3	1 Washington Street	7:50 am – 2:50 pm	11:40 am
River Valley Charter School- K-8 48	2 Perry Way	8:25 am – 3:10 pm	1:30 pm. See calendar for dates.

* There will be nine (9) early release days during the School Year. These early release days include all public schools. River Valley has fifteen (15) early release days. River Valley and IC still have PM transportation as scheduled.

Current Service Profile Notes:

1. This service profile is provided as a guide to the bidder as to the size, scope and scale of the Newburyport Public Schools transportation network. The actual number of buses, runs, early release days and the time of school opening and closing may vary from year to year.
2. Daily, thirteen (13) buses (71 Passengers or larger) for both AM and PM Routes. The thirteen (13) buses include the following breakdown by tiers: (1) single-tier and (12) two-tier.
3. There are no mid-day kindergarten buses required.
4. The Nock Middle and Molin Upper Elementary school ride together. High School is on its own. Bresnahan Elementary School, River Valley and IC all go together in the AM.

5. River Valley has its own PM bus, which is also the Molin Late bus. IC students get picked up by Bresnahan bus.
6. When the Newburyport Public Schools are closed for vacation, service to RVC and IC schools is provided if needed. School calendar's for NPS and RVCS can be viewed in the Appendices. Immaculate Conception school days coincide with the NPS calendar.
7. Early releases are scheduled approximately nine (9) times during the school year for Newburyport Schools and Immaculate Conception School; fifteen (15) times for River Valley Charter School. Dismissal time is 11:00 a.m. for the Nock Middle and Molin Elementary; 11:40 a.m. for Bresnahan Elementary and the Immaculate Conception School; 11:45 a.m. for the High School. This will result in no additional charges to the City of Newburyport.
8. Shuttle buses may be used to move students, teachers, and/or parents between schools. These trips include, but are not limited to, 5th grade Move-Up Day, and Fine Arts events.
9. The Newburyport Public Schools may delay the start of the school day or dismiss school early during periods of inclement weather. The Contractor will provide all of the required buses under these altered time requirements at no additional cost to the Newburyport Public Schools.

Please note the following

**A copy of Newburyport 2023-2024 Bus Routes
for High School, Middle School, Elementary
and Private schools can be viewed and
downloaded by visiting the NPS Website at:**

**[https://www.newburyport.k12.ma.us/domain
/138](https://www.newburyport.k12.ma.us/domain/138)**

APPENDIX “D”

NEWBURYPORT PUBLIC SCHOOLS

Rule for Award Summary
IFB No. 20240204

Regular Education Transportation and Extracurricular Buses

Rule: One contract for all thirteen (13) regular route buses and as needed, buses for extracurricular, field trips and athletic team trips, will be awarded to the responsive and responsible bidder with the lowest grand total price for the first three years of the contract of regular education transportation plus the total of the estimated travel miles and waiting hours for field trips and athletic events listed below.

Calculation:

Regular Route Buses:

A. Three-year Grand Total from General Form of Bid \$ _____

Field Trips & Athletic Events Buses:

Note: Rates will be taken from General Form of Bid for Extracurricular, Field Trips and Athletics Transportation

FY2025–Travel price per mile: \$ _____ X 8,500 Est. travel miles\$ _____

FY2025–Waiting Time price per Hr.: \$ _____ X 450 Est. waiting time ... \$ _____

FY2026–Travel price per mile: \$ _____ X 8,500 Est. travel miles\$ _____

FY2026–Waiting Time price per Hr.: \$ _____ X 450 Est. waiting time ... \$ _____

FY2027–Travel price per mile: \$ _____ X 8,500 Est. travel miles\$ _____

FY2027–Waiting Time price per Hr.: \$ _____ X 450 Est. waiting time ... \$ _____

B. Three-year grand total: \$ _____

BID GRAND TOTAL = SUM OF A + B ABOVE \$

APPENDIX "E"

NEWBURYPORT PUBLIC SCHOOLS

BID SUMMARY

IFB No. 20240204

The undersigned proposes to furnish to the Newburyport Public Schools, school bus transportation on the basis of a contract to supply both bus and driver in accordance with contract specifications with the attached described equipment for the sums specified.

The bidder represents that this proposal is in full compliance with the various provisions of the bid documents and bid specifications, and with his own examination and estimates, makes this proposal.

The undersigned understands that the Newburyport Public Schools reserves the right to accept any bid, to reject any and all bids, and to waive any informalities if it is in the best interest of the Newburyport Public Schools.

The undersigned understands that the Newburyport Public Schools will award one contract to the responsive and responsible bidder with the lowest grand total price for the first three years as entered on the **Rule for Award Summary** (Appendix "D").

The undersigned further offers the following information, as evidence of his qualifications to perform the work as bid, according to the requirements as set forth in the specifications.

A. Number of years in business as a carrier of school children (operating under the company name entered below) wherein your firm has provided similar services as described herein.

_____.

B. With whom do you now hold contracts to transport school children?

C. Within the past five years, have you held a bus contract and failed to execute the work, as per the agreement? YES_____ NO_____

D. Do you own your own buses? YES_____ NO_____

E. Do you operate your own buses? YES_____ NO_____

F. If the answer to D. above is "NO", who does own the buses described in this bid?

Company Name _____

Address _____

Telephone No. _____ Fax No. _____

By _____ Title _____
(Please Print)

Signed _____ Date _____

Appendix “F”

Form of Performance Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we

_____ with a place of business at
_____, as

Principal (the “Principal”), and

_____, a corporation qualified to do
business in the Commonwealth of Massachusetts, with a place of business at

_____ as
Surety (the “Surety”), are held and firmly bound unto the Newburyport Public Schools, Newburyport,
Massachusetts as Obligee (the “Obligee”), in the sum of

_____ lawful money of the United States
of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves,
our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these present.

WHEREAS, the Principal has assumed and made a Contract with the Obligee, bearing the date of
_____, for the transportation of

_____.
NOW THE CONDITIONS of this obligation are such that if the Principal (and all Subcontractors
under said contract) shall well and truly keep and perform all the undertakings, covenants, agreement,
terms and conditions of said contract on its part to be kept and performed during the original term of
said contract and any extensions thereof that may be granted by the Obligee, with or without notice to
the Surety, and during the life and any guarantee required under the contract, and shall also well and
truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and
all duly authorized modifications, alterations, changes or additions with notice to the Surety being
hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force
and virtue.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Newburyport
Public Schools, Newburyport, Massachusetts under the applicable provisions of the Contract, the
Surety hereby further agrees that the Surety shall, if requested in writing by the Newburyport Public
Schools, Newburyport, Massachusetts promptly take such action as is necessary to complete said
Contract in accordance with its terms and conditions.

Form of Performance Bond

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this _____
day of _____.

PRINCIPAL

SURETY

[Name and Seal]

[Attorney-in-fact] [Seal]

[Title]

[Address]

Attest: _____

[Phone]

Attest: _____

END OF PERFORMANCE BOND

Appendix "G"

CERTIFICATION OF NON-COLLUSION
and
CERTIFICATION OF TAX COMPLIANCE

As required under Chapter 687 of the Acts of 1989, all bidders must certify to the following by signing this page in the space indicated below.

CERTIFICATION OF NON-COLLUSION

Pursuant to M.G.L. Ch. 30b, s10, the undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion 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.

Company Name

Signature

Date

Print Name & Title

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. Ch.62c, s49A, I _____, authorized signatory for _____ do hereby certify, under the pains and penalties of perjury that the undersigned bidder has complied with all laws of the Commonwealth of Massachusetts, and the City of Newburyport, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number

or _____
Federal I.D. Number

Firm Name _____

Business Address _____

Representative _____ Title _____
(please print)

Signature _____ Date _____

Appendix “H”

Form RCB-1 References and Company Background

Name and Address of Bidder _____

Provide at least three references of persons who are familiar with your firm. The School Department is to have express permission to contact either in person, by phone/or correspondence as to past performance. **Include Name, Address, and Telephone Number with area code.**

1. _____

2. _____

3. _____

Appendix “I”

PREVAILING WAGE NOTIFICATION Wage Request Number 20240104-055

On January 8, 2024, under Wage Request Number 20240104-055, the Department of Labor Standards (DLS) provided the following notice:

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

Under G.L. c. 71, §7A, DOS is required to set the rate for school bus drivers based on the wages established in any operative collective bargaining agreements within the municipality. **It has been determined that no operative collective bargaining agreements exist** within the towns for the contract referenced above. Therefore, in this case, no rate can be set by DLS.

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

To contact DLS regarding prevailing wage matters call DLS at: (617) 626.6953

Appendix “J”

Description of Equipment to be Used Form

<u>DESCRIPTION OF EQUIPMENT TO BE USED</u>	<u>DESCRIPTION OF EQUIPMENT TO BE USED</u>
Make of Bus_____	Make of Bus_____
Year of Manufacture_____	Year of Manufacture_____
Seating Capacity_____	Seating Capacity_____
Types of Seats_____	Types of Seats_____
Make of Body_____	Make of Body_____
Accumulated Mileage_____	Accumulated Mileage_____
Number of Heaters_____	Number of Heaters_____
Present Condition_____	Present Condition_____
Make of Bus_____	Make of Bus_____
Year of Manufacture_____	Year of Manufacture_____
Seating Capacity_____	Seating Capacity_____
Types of Seats_____	Types of Seats_____
Make of Body_____	Make of Body_____
Accumulated Mileage_____	Accumulated Mileage_____
Number of Heaters_____	Number of Heaters_____
Present Condition_____	Present Condition_____
Make of Bus_____	Make of Bus_____
Year of Manufacture_____	Year of Manufacture_____
Seating Capacity_____	Seating Capacity_____
Types of Seats_____	Types of Seats_____
Make of Body_____	Make of Body_____
Accumulated Mileage_____	Accumulated Mileage_____
Number of Heaters_____	Number of Heaters_____
Present Condition_____	Present Condition_____
Make of Bus_____	Make of Bus_____
Year of Manufacture_____	Year of Manufacture_____
Seating Capacity_____	Seating Capacity_____
Types of Seats_____	Types of Seats_____
Make of Body_____	Make of Body_____
Accumulated Mileage_____	Accumulated Mileage_____
Number of Heaters_____	Number of Heaters_____
Present Condition_____	Present Condition_____
Make of Bus_____	Make of Bus_____
Year of Manufacture_____	Year of Manufacture_____
Seating Capacity_____	Seating Capacity_____
Types of Seats_____	Types of Seats_____
Make of Body_____	Make of Body_____
Accumulated Mileage_____	Accumulated Mileage_____
Number of Heaters_____	Number of Heaters_____
Present Condition_____	Present Condition_____
Make of Bus_____	Make of Bus_____
Year of Manufacture_____	Year of Manufacture_____
Seating Capacity_____	Seating Capacity_____
Types of Seats_____	Types of Seats_____
Make of Body_____	Make of Body_____
Accumulated Mileage_____	Accumulated Mileage_____
Number of Heaters_____	Number of Heaters_____
Present Condition_____	Present Condition_____
Make of Bus_____	Make of Bus_____
Year of Manufacture_____	Year of Manufacture_____
Seating Capacity_____	Seating Capacity_____
Types of Seats_____	Types of Seats_____
Make of Body_____	Make of Body_____
Accumulated Mileage_____	Accumulated Mileage_____
Number of Heaters_____	Number of Heaters_____
Present Condition_____	Present Condition_____

Appendix "K"



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



Criminal Offender Record Information (CORI) Acknowledgement Form

SCHOOL

POSITION/Reason for CORI

To be used by organizations conducting CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

NEWBURYPORT PUBLIC SCHOOLS is registered under the provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to **NEWBURYPORT PUBLIC SCHOOLS** to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing **NEWBURYPORT PUBLIC SCHOOLS** with written notice of my intent to withdraw consent to a CORI check. FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

The **NEWBURYPORT PUBLIC SCHOOLS** may conduct subsequent CORI checks within one year of the date this Form was signed by me, provided, however, that **NEWBURYPORT PUBLIC SCHOOLS**, must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Signature of CORI Subject

Date



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SCHOOL _____

POSITION/Reason for CORI _____

SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.

* First Name: _____ Middle Initial: _____

* Last Name: _____ Suffix (Jr., Sr., etc.): _____

Former Last Name 1: _____

Former Last Name 2: _____

Former Last Name 3: _____

Former Last Name 4: _____

* Date of Birth (MM/DD/YYYY): _____ Place of Birth: _____

* Last SIX digits of Social Security Number: _____ ☐ No Social Security Number

Sex: _____ Height: _____ ft. _____ in. Eye Color: _____ Race: _____

Driver's License or ID Number: _____ State of Issue: _____

Father's Full Name: _____

Mother's Full Name: _____

Current Address

* Street Address: _____

Apt. # or Suite: _____ *City: _____ *State: _____ *Zip: _____

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

Print Name of Verifying Employee

Signature of Verifying Employee

Date

Appendix “L”



Newburyport Public Schools

Digital Fingerprinting

The Governor signed into law the requirement for all public school employees to have a one-time national criminal background check. Unlike CORI, this check will examine criminal activity in all states including Massachusetts.

- If you have previously had your fingerprints taken for a Massachusetts school you may not have to have them done again. Contact the Human Resources Department where you had your original fingerprints sent and have them email Newburyport a “Letter of Suitability” for you. Please have your former school email the letter of suitability to nblumberg@newburyport.k12.ma.us. We can take this in place of you having your fingerprints done again.
- If you have never had your finger prints taken at a Massachusetts public school or you had them done more than seven years ago, you will need to have them done again. The following information will help guide you through the registration process.

The fingerprint process requires two steps. The first step is to register online for an appointment to have your fingerprint taken. The second step requires you to go to a location to physically have your fingerprint taken.

Please visit MorphoTrust USA IndentoGo enrollment centers at <http://www.identogo.com/FP/Massachusetts.aspx> to register for a date, time and location to have your fingerprints taken.

When you are asked to provide a “Provider ID” please use the following codes for the school you work at the most:

- | | |
|--------------------|----------|
| ➤ Central Office | 02040000 |
| ➤ Bresnahan School | 02040005 |
| ➤ Molin School | 02040030 |
| ➤ Middle School | 02040305 |
| ➤ High School | 02040505 |

- When you are asked about "Applicant Employer Information" please complete the screen as follows:

Applicant Employer Information

Employer Name Newburyport Public Schools		Employer Phone 978-465-4456	
Number 70	Street Name Low Street	Apt/Unit# 	
Country United States	Employer City Newburyport	Employer State Massachusetts	Employer Zip 01950
Employer Contact Name			
First Name Gail	Middle Name 	Last Name Derrivan	
Occupation Human Resources			

- The fee is \$55 for staff who hold a position which requires a DESE license and \$35 for those who hold positions that do not require a DESE license. You will need to pay with a credit card while online or personal check/money order on site.
- Please print the confirmation page and note the identification you will need to bring with you to the fingerprinting center.

For those of you who would like help in registering, please contact me by email or call 978-465-4456 x2003.

Thank you very much for your cooperation in securing a timely appointment for the national criminal background check. If you have any questions, please feel free to contact me.

Sincerely,

Gail Derrivan
Human Resources Manager

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RIVER VALLEY CHARTER SCHOOL

2023-2024 CALENDAR

Aug 22: New Staff PD
Aug 23-25, 28: All Staff PD

Aug 29: FIRST DAY of SCHOOL

Aug 29: Half day for K
Aug 30: Half day for K

AUGUST (3) = 3						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY (16) = 113						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Feb 7: Early Release 1:30pm

Feb 19-23: NO SCHOOL
February Break

Sept 1: NO SCHOOL
Sept 4: NO SCHOOL
Labor Day

Sept 13: Early Release 1:30pm
Sept 27: Early Release 1:30pm

SEPTEMBER (19) = 22						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MARCH (21) = 134						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March 6: Early Release 1:30pm

March 14-15: Conference Days, 12pm dismissal

March 20: Early Release 1:30pm

Oct 9: NO SCHOOL
Indigenous People's Day

Oct 11: Early Release 1:30pm
Oct 25: Early Release 1:30pm

OCTOBER (21) = 43						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL (17) = 151						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Apr 3: Early Release 1:30pm

Apr 8-11 ELA MCAS

Apr 15-19: NO SCHOOL
April Break

Nov 8: Early Release 1:30pm

Nov 10: NO SCHOOL
Veteran's Day

Nov 20-21: Conference Days, 12pm dismissal

Nov 22-24: NO SCHOOL
Fall Break

NOVEMBER (18) = 61						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY (22) = 173						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May 8: Early Release 1:30pm
May 22: Early Release 1:30pm

May 13-16: Math MCAS
May 20-23: STEM MCAS

May 27: NO SCHOOL
Memorial Day

May 31: K-6 Portfolio Conference Day, 12pm dismissal

Dec 13: Early Release 1:30pm

Dec 25-29: NO SCHOOL
Winter Break

DECEMBER (16) = 77						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE (7 + 5) = 180						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June 5: Early Release 1:30 pm

June 11: Half Day
EXPECTED LAST DAY

SNOW DAYS: June 12-18

June 12: All Staff PD

Jan 1-2: NO SCHOOL
Winter Break

Jan 2: Staff PD (No Classes)

Jan 10: Early Release 1:30pm
Jan 15: NO SCHOOL- MLK Day

Jan 24: Early Release 1:30pm

JANUARY (20) = 97						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

REGULAR SCHOOL HOURS:
8:25am - 3:10*

FIRST DAY/LAST DAY

PD Days (No Classes)
NO SCHOOL

***EARLY RELEASE @ 1:30pm**
***CONFERENCE DAY RELEASE @ 12:00**

Please inform your child's teacher if the calendar conflicts with your family's religious observations.

June 7, 2023

Appendix "N"

Fuel Adjustment Bid Form

Newburyport Public Schools

This bid is based on a diesel price of per gallon \$ _____ and a gasoline price of \$ _____ per gallon and will be hereafter referred to as the "**Base Price of Fuel.**"

The Contractor agrees to maintain accurate and complete records relative to the use of gasoline and/or diesel fuel by each of its Newburyport Public Schools' vehicles. These records and all other information requested by the district shall be made available prior to the awarding of any fuel adjustment.

Beginning in the first year of the contract, and continuing for the duration of said contract, a fuel adjustment may be proposed based on the following formula:

When there is an average monthly variation from the "Base Price" of +/- 15% per gallon, up or down, from the base price of gasoline or diesel fuel, as established at the time of the contract bid, there will be no adjustment. On the first day of any month of any decrease or increase of 15% per gallon, additional payment for each one cent (\$.01) per gallon will be made to the contractor for the number of gallons used for transportation. The adjustment for decreases or increases shall be made on the arithmetical price to four decimal places. **This must be accompanied by wholesale price verification from the fuel supplier.**

If the price of fuel is over the base price, the additional cost of the fuel is to be added to the monthly payment. If the price of fuel is less than the base price, the difference is to be subtracted from the monthly payment. In both cases, any adjustment will be made each month for the term of the contract.

The amount of adjustment will be calculated as follows:

Gallons Used Per Day:

Total daily route mileage X miles per gallon of the vehicles

Gallons Used Per Month:

Gallons used per day X number of days that students were transported

Fuel Adjustment:

Gallons used per month X number of cents of variation from the base per gallon price

Fuel Adjustment Bid Form

Newburyport Public Schools

Signature page--

Company: _____

Signature: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

Bidders shall submit this form fully completed with bid.

APPENDIX "O"
NEWBURYPORT PUBLIC SCHOOLS

SAMPLE CONTRACT

**NEWBURYPORT PUBLIC SCHOOLS
NEWBURYPORT, MASSACHUSETTS
CONTRACT FOR STUDENT TRANSPORTATION SERVICES**

This Contract is made this ____ day of _____, 2024, by and between the Newburyport Public Schools, Massachusetts, with an address of Office of the Superintendent, 70 Low Street, Newburyport, MA 01950 acting by and through its Superintendent (hereinafter the "School Department"), and _____ a _____ organized under the laws of the _____, with a principal office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the School Department and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall furnish all labor and materials necessary to provide Student Transportation Services, as set forth in the Invitation for Bids: 20240204, which is incorporated herein by reference. The Contractor shall report to the Superintendent or his designee(s).

2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards. The Contractor shall have the proper insurance and verified experience acceptable to the major public utility companies.

3. Term

The term of this Contract shall commence upon July 1, 2024 and shall terminate on June 30, 2027. Time is of the essence in the performance of all Work contemplated by this Contract.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the School Department shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the School Committee. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Superintendent's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the School Committee.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Superintendent as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the School Committee for services rendered in accordance with this Contract. The School Committee shall not make payments in advance.

If the Superintendent objects to all or part of any invoice, the School Department shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

The School Department may defer payment to the Contractor of such sums otherwise due to it under this contract for such period of time as the Superintendent may deem required by law or expedient for protection of the School Department or others against its noncompliance with the provisions thereof; and the School Committee may reimburse itself, by deduction from the money so retained, for all expense and loss resulting to the School Department from its noncompliance.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the School Department's Invitation for Bids, the Contractor shall take such measures only with the School Department's prior written approval. Charges for such services shall be billed directly to the School Department unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Newburyport Public Schools and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Newburyport School Committee to the Contractor shall be deemed to be a waiver of any right of the School Department under this Contract or a ratification by the School Committee of any breach hereof by the Contractor.

6. Warranty

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services and/or delivery of equipment required by this Contract and warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in performing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the School Department. All manufacturers' warranties on any equipment delivered shall be assigned to the School Department.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and City of Newburyport law applicable to its work including, without limitation, statutes, ordinances, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$2,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general

liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

- e. The City of Newburyport shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Mayor of Newburyport, Newburyport City Hall, 60 Pleasant Street, Newburyport, MA 01950 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in two (2) copies shall be furnished to the Superintendent at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the School Department or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the City its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the City of Newburyport is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
 - (3) is a risk retention group lawfully providing insurance to its members in Massachusetts.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the City of Newburyport for all damage to City property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City of Newburyport and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or City of Newburyport statute, ordinance, rule, regulation, order or

directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the City and any judgment that may be obtained in any such claim or suit.

Neither the City of Newburyport, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or City of Newburyport statute, ordinance, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

10. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this contract in the City and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Newburyport School Department and not as an employee of the Newburyport School Department. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the City of Newburyport, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

12. CORI/SORI Requirements

The School Department shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Systems Board, and the Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Contractor or of a subcontractor of the Contractor who will work on the project. Notwithstanding any other provision of this Agreement, the School Department, subject to the laws of the Commonwealth of Massachusetts, may refuse to allow any such employee to work on the project if the School Department, in its sole discretion, determines that such employee is not suitable for work on the project based upon the results of such CORI or SORI Information. The School Department shall keep such information in a confidential file.

13. Use of Alcohol and Controlled Substances Prohibited

The Contractor shall hereby acknowledge that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on School Department property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the School Department shall have the right to order that such officer, employee, agent, or

representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

14. Performance Bond

1. The Contractor shall deliver a Performance Bond in the amount of one hundred (100%) percent of the Contract price to the School Department within ten (10) business days after notification of acceptance of Contract by the School Department.
2. The Performance Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance.

15. Labor and Materials Payment Bond

1. The Contractor shall deliver a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price to the School Department within ten (10) business days after notification of acceptance of Contract by the School Department.
2. The Labor and Materials Payment Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance.

16. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

17. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Office of the Superintendent to the Contractor, the School Department shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the School Department may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by the Newburyport School Committee of sufficient money to fund the

Contract. Should the School Committee fail to appropriate necessary funds therefor, the School Department shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the School Department may terminate this Contract upon written notice to the Contractor.

- d. The School Department may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The School Department may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 17a. or 17b. above, the School Department may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the School Department due to non-performance or non-conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

18. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the School Department: Sean Gallagher, Superintendent
Newburyport Public Schools
70 Low Street, Newburyport, MA 01950

If to the Contractor:

19. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Essex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the School Department shall constitute a waiver of a right or duty afforded to the School Department under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the School Department shall be construed as a waiver or in any way limit the legal or equitable remedies available to the School Department. No waiver by the School Department of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the School Superintendent in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the School Department as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the School Department has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the School Department vis-à-vis the media or the public at-large without the School Department's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the School Department, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c. 62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The

previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.
- n. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- o. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the School Department.
- p. The Contractor shall not assign any money due or to become due to the Contractor unless the School Department shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- q. This Contract may be amended only by written consent of the parties.
- r. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

Newburyport School Committee

(Printed Name of Contractor)

by: its Superintendent, Sean T. Gallagher

by:

Signed

Signed

Date:

Date:

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefore, and that the Superintendent of the Newburyport Public Schools is authorized to execute this Contract and to approve all requisitions and execute change orders.

Philip A. Littlehale
NPS Business Manager

Dated: _____

Appendix "P"

SUPPLEMENT "S"

1. This Form supplements the general provisions of the Contract between the Newburyport Public Schools and _____, which Contract is a contract for the procurement of services.
2. "**Services**" shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

3. **Change Orders:**

Change orders may not increase the quantity of services by more than twenty-five (25%) percent, in compliance with General Laws Chapter 30B, Section 13.

4. **Minimum Wage/Prevailing Wage:**

The Contractor shall carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage), as shall be in force and as amended.

5. **Insurance:**

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$2,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The City of Newburyport shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form,

and Automobile Liability Insurance.

- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Finance Director, Newburyport City Hall, 60 Pleasant Street, Newburyport, MA 01950 before such cancellation or amendment shall take place.”

- g. Certificates evidencing such insurance in two (2) copies shall be furnished to the Superintendent at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the School Department or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the City its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the City of Newburyport is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
- (4) is not licensed to sell insurance in the Commonwealth of Massachusetts;
 - (5) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
 - (6) is a risk retention group lawfully providing insurance to its members in Massachusetts.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

6. Indemnification:

The Contractor shall compensate the City of Newburyport for all damage to City property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City of Newburyport and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or City of Newburyport statute, ordinance, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the City and any judgment that may be obtained in

any such claim or suit.

Neither the City of Newburyport, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or City of Newburyport statute, ordinance, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

Newburyport School Committee

(Printed Name of Contractor)

by: its Superintendent, Sean T. Gallagher

by:

Signed

Signed

Date:

Date:

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefore, and that the Superintendent of the Newburyport Public Schools is authorized to execute this Contract and to approve all requisitions and execute change orders.

Philip A. Littlehale
NPS Business Manager

Dated: _____

Appendix "Q"

**Form of General Bid-Regular School Bus Transportation
IFB No. 20240204**

SEE ATTACHMENT

Appendix "R"

**Form of General Bid-Extracurricular, Field Trips & Athletics
IFB No. 20240204**

SEE ATTACHMENT

Appendix “Q”

FORM OF GENERAL BID IFB No. 20240204

Regular School Bus Transportation, City Wide July 1, 2024 To June 30, 2027 with (2) One Year Extension Options

To: Newburyport School Committee, Newburyport, Massachusetts 01950

The undersigned proposes to provide, in accordance with the Bid Specifications and other Contract Documents, as prepared by the School Department’s Business Manager and Administration, all labor and equipment required for transportation of school children and other authorized personnel in said City on such routes as are noted below for which proposals are hereinafter submitted:

NOTICE: The Grand Total of item # 1 thru 3 will be included in the Rule of Award. Item # 4 thru 11 are for pricing only and are not included in the Rule.

		BASIC THREE (3) YEAR CONTRACT			3 YEAR TOTALS	2 YEAR EXTENSION (OPTIONAL)	
		FY2025	FY2026	FY2027		FY2028	FY2029
(12) – 71 Passenger or larger, two (2) tier vehicles							
Price per bus per day		\$ _____	\$ _____	\$ _____		\$ _____	\$ _____
Estimated cost for 180 days	1	\$ _____	+ \$ _____	+ \$ _____	\$ _____	\$ _____	\$ _____
(1) – 71 Passenger or larger, one tier (1) vehicles							
Price per bus per day		\$ _____	\$ _____	\$ _____		\$ _____	\$ _____
Estimated cost for 180 days	2	\$ _____	+ \$ _____	+ \$ _____	\$ _____	\$ _____	\$ _____
(2) – 71 Passenger or larger vehicles for River Valley Charter School (PM) pickup & Nock Middle School late buses							
Price per day		\$ _____	\$ _____	\$ _____		\$ _____	\$ _____
Estimated cost for 180 days	3	\$ _____	+ \$ _____	+ \$ _____	\$ _____	\$ _____	\$ _____
3 YEAR GRAND TOTAL >>>					\$ _____		
Extra Transportation					X		
Per mile rate	4	\$ _____	\$ _____	\$ _____		\$ _____	\$ _____
Waiting time price per hour	5	\$ _____	\$ _____	\$ _____		\$ _____	\$ _____
Minimum charge	6	\$ _____	\$ _____	\$ _____		\$ _____	\$ _____
Pull-out charge	7	\$ _____	\$ _____	\$ _____		\$ _____	\$ _____

**FORM OF GENERAL BID
IFB No. 20240204**

Regular School Bus Transportation, City Wide

		BASIC THREE (3) YEAR CONTRACT			3 YEAR TOTALS	2 YEAR EXTENSION. (OPTIONAL)	
		FY2025	FY2026	FY2027		FY2028	FY2029
Extra Transportation (Cont.)					X		
Early/Late Bus (per bus per day if requested. Additional route non-time conflicting)	8	\$ _____	\$ _____	\$ _____		\$ _____	\$ _____
Add/delete two-tier bus (per bus/per day if requested)	9	\$ _____	\$ _____	\$ _____		\$ _____	\$ _____
Add/delete single-tier bus (per bus/per day if requested)	10	\$ _____	\$ _____	\$ _____		\$ _____	\$ _____
(1) – 21 Passenger bus with wheelchair station Price per day	11	\$ _____	\$ _____	\$ _____		\$ _____	\$ _____

Signature Page

**FORM OF GENERAL BID
IFB No. 20240204**

**Regular School Bus Transportation, City Wide
July 1, 2024 To June 30, 2027 with (2) One Year Extension**

Signature _____

Printed Name _____

Title _____

Company _____

Address _____

Phone No. _____ Date _____

Appendix “R”

FORM OF GENERAL BID IFB No. 20240204

Extracurricular, Field Trips and Athletics Transportation July 1, 2024 To June 30, 2027 with (2) One Year Extension Options

To: Newburyport School Committee, Newburyport, Massachusetts 01950

The undersigned proposes to provide, in accordance with the Bid Specifications and other Contract Documents, as prepared by the School Department’s Business Manager and Administration, all labor and equipment required for transportation of school children and other authorized personnel in said City for extracurricular, field trips and athletics as are noted below for which proposals are hereinafter submitted:

	BASIC THREE (3) YEAR CONTRACT			2 YEAR EXTENSION (OPTIONAL)	
	FY2025	FY2026	FY2027	FY2028	FY2029
Hourly Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
In-Town Minimum Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
In-Town Minimum Cost (One Way)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Out-of-Town Minimum Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Price per mile*	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Waiting time price per hour*	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

- Rates will be used in the Rule for Award

FORM OF GENERAL BID
IFB No. 20240204

Signature Page

Extracurricular, Field Trips and Athletics Transportation
July 1, 2024 To June 30, 2027 with (2) One Year Extension Options

Signature _____

Printed Name _____

Title _____

Company _____

Address _____

Phone No. _____ Date _____