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# Invitation to Bid

## **SCHOOL BUS TRANSPORTATION FISCAL YEAR 2025 TO FISCAL YEAR 2027**

COMMBUYS BID: BD-23-1443-1444-2-99602

PROPOSALS DUE: April 8, 2024 10:00AM EDST

**Carlisle Public Schools**  
Office of the Business Manager  
83 School Street  
Carlisle, MA 01741

Tel: (978) 369-6239

Fax: (978) 369-0764



# Open Market Bid BD-23-1443-1444-2-99602

General Items Address Accounting Routing Attachments(1) Notes Bidders Questions Amendments Q & A Reminders **Summary**

## Header Information

<b>Bid Number:</b>	BD-23-1443-1444-2-99602	<b>Description:</b>	SCHOOL BUS TRANSPORTATION FY25 TO FY27	<b>Status:</b>	
<b>Purchaser:</b>	Ryan McLane	<b>Minor Status:</b>			
<b>Organization:</b>	Town of Carlisle	<b>Department:</b>	1444 - Carlisle Public School	<b>Location:</b>	
<b>Fiscal Year:</b>	23	<b>Allow Electronic Quote:</b>	Yes	<b>Required Date:</b>	
<b>Show On Web:</b>	Yes	<b>Available Date:</b>	03/08/2024 12:00:00 AM		
<b>Bid Opening Date:</b>	04/08/2024 10:00:00 AM	<b>Informal Bid:</b>	No		
<b>Bid Type:</b>	Open Bid	<b>Purchase Method:</b>	Open Market	<b>Catalog Id (for contract):</b>	
<b>Estimated Cost:</b>	\$0.00	<b>Blanket/Contract End Date:</b>		<b>Type Code:</b>	
<b>Alternate ID:</b>		<b>Bulletin Desc:</b>	This bid is for furnishing school bus transportation to and from the Carlisle Public Schools for school children in grades K-8, residing within the Town of Carlisle. The bid shall also include additional school bus transportation including but not limited to for field trips, athletic trips and other school related trips. Finally, this bid contains an option for mid-day kindergarten routes.		<b>Pre-Bid Conference:</b>
<b>Blanket/Contract Begin Date:</b>		<b>Acknowledge inclusion required:</b>	No	<b>Hour of Acknowledge inclu:</b>	
<b>Info Contact:</b>		<b>Quote Notification:</b>	No	<b>Item Single Award Only:</b>	
<b>U N S P S C Code Certified Required:</b>	No	<b>User Last Updated:</b>	Ryan McLane	<b>Print Format:</b>	
<b>Subcontractor Info:</b>		<b>Bill-to Address:</b>	Ryan M. McLane 66 Westford Street Carlisle, MA 01741 US Email: rmclane@carlislema.gov Phone: (978)371-6688 FAX: (978)318-0098		
<b>Date Last Updated:</b>	03/08/2024 10:42:12 PM	<b>Allow vendors to submit multiple / alternate quotes:</b>	<input checked="" type="checkbox"/>		
<b>Ship-to Address:</b>	Ryan M. McLane 66 Westford Street Carlisle, MA 01741 US Email: rmclane@carlislema.gov Phone: (978)371-6688 FAX: (978)318-0098	<b>Close Q&amp;A For Vendor Date:</b>			
<b>Solicitation Enabled:</b>	No				
<b>Invoice Method:</b>	Three Way Match				

## Attachments

**Files:** [Carlisle School Bus Transportation](#)  
**Forms:**

## Required Quote Attachments

## Item Information

**Item # 1:** This bid is for furnishing school bus transportation to and from the Carlisle Public Schools for school children in grades K-8, residing within the Town of Carlisle. The bid include additional school bus transportation including but not limited to for field trips, athletic trips and other school related trips. Finally, this bid contains an option f kindergarten routes.

U N S P S C Code: [78-11-18](#)  
Passenger road transportation  
[78-11-18-02](#)  
Scheduled bus services

Current Org: Town of Carlisle ⇄



Disable Pricing On Quote	Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount
No	1.0	\$0.00			\$0.00	\$0
Manufacturer:	Brand:			Model:		
Make:	Packaging:					
Product Length:	Product Width:			Product Height:		Product Weight:
UPC/ISBN:	SKU:					
Tags:	URL:					
	Account Code					Amount

There is no item accounting available for this item.

**Pre-Bid Approval Path:**

There are no approval paths found for this Bid.

- Cancel Bid
- Clone Bid
- Print

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In accordance with the provisions of Chapter 30B, Massachusetts General Laws the Carlisle School Committee ("Awarding Authority") invites sealed bids from qualified firms to provide School Bus Services.

## I. General Information and Bid Proposal Submission Requirements

### Bid Delivery

All bids must be delivered to           ANDREW PAQUETTE  
Business Manager  
Carlisle Public Schools  
83 School Street  
Carlisle, MA 01741

Bids must be delivered by no later than 10:00 am on Monday, April 8, 2024 at which time they will be publicly opened. The clock in the office of the Business Office shall be considered official. Bids received after this time, regardless of reason, will be rejected.

Three (3) copies of the bid should be submitted. Bids must be sealed and marked as follows:  
**"FY25-1: School Transportation Proposal"**

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this IFB. Each bidder shall also certify that it is in compliance with Massachusetts General Laws, Chapter 268A, the Commonwealth of Massachusetts Conflict of Interest Law.

### Questions and Answers

All questions regarding this IFB must be submitted electronically to [apaquette@carlisle.k12.ma.us](mailto:apaquette@carlisle.k12.ma.us) by March 25, 2024. Answers will be provided to all vendors that received a bid packet by March 10, 2024. Addenda will be communicated to all vendors as needed.

## Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

## **SUBMISSION REQUIREMENTS TO DETERMINE RESPONSIVENESS**

To be considered responsive, each bidder shall submit all of the following items:

1. A fully executed Bid Submission Form
2. A fully executed Certificate of Corporate Bidder, if applicable
3. A fully executed Certificate of Tax Compliance (M.G.L., C. 62C, §49A)
4. A fully executed Certificate of Non-Collusion
5. A fully executed Conflict of Interest Statement
6. Bid Security
7. A listing of proposed buses or supporting documentation as to the method of acquiring buses. Documentation for buses to be acquired shall consist of quotations from at least two school bus manufacturers stating that the number of buses required for the Contract can be delivered prior to the starting date of the Contract
8. A statement of business experience and references
9. A statement of company policy on driver and safety training
10. A statement of company policy on drug testing
11. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the bid documents
12. A statement of proposed garaging policy for the buses to be used under the Contract, including location, mechanical facilities, and dispatching capabilities
13. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the bidder will be able to obtain a performance bond in the amount of fifty (50) percent of the cost of the last year of the Contract
14. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the bidder will be able to obtain a payment bond in the amount of one hundred (100) percent of the cost of the first year of the Contract

A summary copy of the most current independently audited financial statement.

## **SUBMISSION REQUIREMENTS TO DETERMINE RESPONSIBILITY**

To be considered responsible, each bidder shall submit evidence of the following:

1. The ability of each bidder to obtain the necessary buses that meet the specifications in a time period to meet the Contract starting dates.
2. The business experience of each bidder. Each bidder shall demonstrate that it has been in the school bus transportation business on a continuing basis for at least the past five (5) years and shall demonstrate that it has had a least one contract that has exceeded eleven (11) school buses for one school system for at least three (3) consecutive years during that period.
3. A statement of company policy on driver safety training. Each bidder shall demonstrate that it have in place policies that meet all requirements of the Commonwealth of Massachusetts.
4. A statement of business experience and references. Each bidder shall demonstrate that it has business experience with at least three (3) prior similar projects and that it has positive references on at least three (3) prior similar projects.
5. A statement of company policy on driver and safety training. Each bidder shall demonstrate that it has developed a company policy on driver and safety training.
6. A statement of company policy on drug testing. Each bidder shall demonstrate that it has developed a pre-employment testing and a random sampling program for employees.
7. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts shall be submitted with the bid documents. Each bidder shall demonstrate that all the provisions of the specifications can be met,
8. A statement of garaging. Each bidder shall demonstrate that the location of its buses will allow them to reach Carlisle Public Schools in a timely and consistent manner in all weather conditions when school is in session. Each bidder shall provide descriptions of garaging and repair capabilities for buses under the Contract, and have available, if requested, the records of Motor Vehicle Inspections by the Registry of Motor Vehicle Police and Massachusetts State Police for school buses garaged and repaired at this facility for the past two years.
9. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts, whereby each bidder shall demonstrate that it will be able to obtain a performance bond in the amount of fifty (50) percent of the cost of the first year of the Contract.
10. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts, whereby each bidder shall demonstrate that it will be able to obtain a payment bond in the amount of one hundred (100) percent of the cost of the first year of the Contract
11. A summary copy of the most current independently audited financial statement. Each bidder shall demonstrate that it is financially solvent and is likely to remain solvent during the contract term.

### Bid Deposit

All bids must be accompanied by a deposit in the form of a bid bond issued by a company licensed to do business in Massachusetts, or Certified Check, or Treasurer's or Cashier's Check issued by a responsible bank or trust company, all in the amount of 5% of the three year grand total bid price, made payable to the Town of Carlisle and will function as a bid security until the contract has been executed with the successful bidder at which time unsuccessful bidders deposits shall be returned. Should the successful bidder to whom the award is made fail to enter into a contract within twenty (20) business days after the receipt of the notice of the award, the amount so received from such bidder through his certified check or bond shall become the property of the Town of Carlisle as liquidated damages for such failure. The Carlisle School Committee reserves the right to proceed against the successful bidder in the event it should fail to sign the Contract.

### Bonding Requirements

The successful bidder will maintain a performance bond equal to 50% of the total of the last year of the contract, and supply evidence in the bid the successful bidder can meet this requirement. In lieu of a performance bond equal to 50% of the last year of the contract, the School Committee may accept an alternative, such as a bank letter of credit (non-withdraw able until the end of the contract) if it is in the best interest of the town to do so. The successful bidder shall be required to present the bond within 15 days after the signing of to contract. It shall be the responsibility of the successful bidder to file the renewal bond annually on or before July 15 at the Business Office. Failure to do so may be cause for termination of to the contract. The Committee reserves the right to waive or modify this requirement if deemed in the best interest of the Town. Said Performance Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof. The Performance Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance.

1. The successful bidder shall deliver a Payment Bond in the amount of one hundred (100) percent of the cost of the first year of the contract term for transportation regular and special transportation to the Superintendent of Schools within twenty (20) business days after notification of acceptance of Contract by the Carlisle School Committee. All bidders shall verify their bonding capacities before submitting a bid proposal. Said Payment Bond shall obligate the Contractor, its surety, and their successors and assigns to pay for labor, materials and equipment furnished for use regarding the work to be performed by the Contractor under the Contract. Said Payment Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof.
2. For each subsequent year of the contract term the Contractor shall submit a Payment Bond in the amount of one hundred (100) percent of the cost of that year of the Contract for both regular transportation and special transportation. Said Payment Bond shall obligate the Contractor, its surety, and their successors and assigns to pay

for labor, materials and equipment furnished for use regarding the work to be performed by the Contractor under the Contract. The Payment Bond shall be submitted by **July 15, 2025** for the second year of the contract term and by **July 15, 2026** for the third year of the contract term.

3. The Payment Bond shall be issued by a surety company licensed by the Massachusetts Division of Insurance.

#### Time for Bid Acceptance

The contract will be awarded within 45 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Carlisle Public Schools and the apparent lowest responsive and responsible bidder. No bidder may withdraw its bid prior to the execution of the Contract by both parties unless an award is not made after forty-five(45) days from the opening of the sealed bids, (Saturdays, Sundays, Holidays excluded).

#### Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be e-mailed to all bidders on record as having picked up the IFB.



### Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the Carlisle Public Schools prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, 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 bid document, but the intended correct bid is not similarly evident.

### Right to Cancel/Reject Bids

The Carlisle Public Schools may cancel this IFB, or reject in whole or in part any and all bids, if the Carlisle Public Schools determines that cancellation or rejection serves the best interests of the Carlisle Public Schools. Nothing in this IFB will compel the Carlisle Public Schools to award a Contract. The Carlisle Public Schools may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Carlisle Public Schools, in its sole discretion, determines said action to be in the best interest of the Carlisle Public Schools. The Carlisle Public Schools may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.

### Appropriations

The Carlisle Public Schools may terminate any such 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 any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

### Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Carlisle law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and

including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any 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 any other laws, as though such terms were set forth in their entirety herein.

### Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 90 days following the bid opening.

The bidder agrees that all bid specifications and Contract specifications are hereto made part of the Contract and are considered binding on the successful bidder.

Each bidder is required to know and adhere to all Federal and Commonwealth of Massachusetts laws and regulations with respect to student transportation and to include any price impacts from these laws and regulations in its bid.

### Unforeseen Office Closure

If, at the time of the scheduled bid opening, Carlisle Public Schools are closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

## **II. Quality Requirements**

A minimum of 5 year's experience in providing the scope of school bus transportation services specified is required.

No bidder shall have been in a Bankruptcy proceeding within the past 4 years or who in the past 5 years defaulted on a contract, had a contract terminated for cause, or withdrew a bid for any unacceptable reason.

Bidder satisfies all the requirements stated in this bid.

### **III. Purchase Description/Scope of Services**

#### **General Description**

This bid is for furnishing school bus transportation to and from the Carlisle Public Schools for school children in grades K-8, residing within the Town of Carlisle. The bid shall also include additional school bus transportation including but not limited to for field trips, athletic trips and other school related trips. Finally, this bid contains an option for mid-day kindergarten routes.

#### **Contract Term Length and Renewal Options**

The contract will remain for three years commencing on the first day of the 2024-2025 school year and terminating on the last school day of the 2026-2027 school year. A school year is defined as 180 school days and/or the number of days in which pupils qualify for attendance purposes under Chapter 72, Section 3 of the General Laws of Massachusetts.

#### **Equipment**

**Regular Buses:** The Carlisle Public Schools estimates it will need 6 buses for regular day transportation with a two tiers: middle and elementary school for a total of 12 routes. The Superintendent or his/her representative shall have the authority to increase or decrease the number of bus routes upon written notice to the successful bidder. If the successful bidder does not comply within two (2) days after written notification, he will be penalized at the rate of \$200 per day per incident until compliance. It is estimated that the increase/decrease is not likely to be by more than 2 buses (4 routes). **The estimates given in this paragraph are just that and do not guarantee the quantity of buses needed during the life of this contract.**

**Extra transportation buses:** In addition, **two (2) spare buses** are to be provided for extra transportation. The spare buses must not be more than ten (10) years old at any time during the term of this contract or any extension thereof and must also have a minimum capacity of seventy-one (71) students. At least one of the spare buses must be equipped to transport handicapped students i.e. wheelchair ramp.

**Spare buses:** Finally, the successful bidder shall also retain spare buses and spare drivers at the local base of operations to be available at all times its scheduled buses are in operation. In

the event that service is interrupted on any route for any reason, the successful bidder must use a comparable substitute vehicle in order to service this contract daily with the proper number of vehicles. Such buses are to replace buses that are out of service for maintenance, repair or inspection only. Buses used for this purpose are in addition to spares reserved for athletic and field trips transportation. Any school bus used to replace a breakdown must be able to reach the point of breakdown within fifteen (15) minutes of notification. When a bus does not cover any one of its routes for any reason other than the order of the Superintendent of Schools or his/her designee canceling such route, the School Department shall deduct a penalty of \$200 per incident per day.

Mini-Van for transportation to Regional Vocational School: At this time, for two students, to one schools: Minuteman Vocational Technical High School. 758 Marrett Road, Lexington, MA 02421. Transportation will be for the 180 days of school.

The fleet must meet the following criteria:

***No bus shall be older than three (3) years at the start of the contract. Age is to be determined from the original registration date of the vehicle.***

***No Bus may exceed 150,000 miles at any point during this contract.***

***All buses have a minimum capacity of 71 students***

All motor vehicles shall be owned and/or leased by the successful bidder. If the buses are leased by the successful bidder, they must be leased under the successful bidder name.

**On the forms provided, (Attachment A) the bidder shall submit a description of each bus to be furnished, including the year of manufacture, model number, present mileage, make of bus, seating capacity, number of heaters and present condition.** The School Committee reserves the right to reject any vehicle deemed unacceptable.

All buses shall:

- Carry one set of emergency flares
- Carry one first aid kit placed inside the bus, at the side of the driver
- One set of wheel chocks
- One fire extinguisher that meets state requirements
- Include a second emergency door or hatch
- Be equipped with "Stop" arms which will be utilized whenever passengers are entering or leaving said bus.
- Be equipped with front and rear blinker lights of a type approved by the Registry of Motor Vehicles, which shall be left flashing when children are

entering or leaving said bus.

- Be painted a yellowish-orange color similar to what is commonly known as "National School Bus Chrome," except that fenders and trim may be black as prescribed according to School Bus Rules and Regulations.
- Be painted to have the words "SCHOOL BUS" on the front and rear of each such vehicle according to School Bus Regulations.
- Indicate in a clear, consistent and prominent way the defined Carlisle route number, i.e., 4, 5, 6, etc., in the front, rear, and passenger side windows or next to the door where students enter the bus so that students transported on both morning and afternoon routes and potentially the mid-day routes can easily identify the bus.
- Be equipped with a high band VHF two-way radio that is mounted in each bus so as to be in communication with the successful bidder's dispatcher. **All radios must be narrow-band compatible per FCC regulations.**
  - a. An additional two-way radio shall be installed in the Carlisle School office so that school personnel can communicate with the drivers at any time. Bidders shall enclose a description of same with the bid.
  - b. The Carlisle Schools currently use a Hi-band VHF radio broadcasting to communicate with the busses and custodians (at a frequency of 153.905/). The Carlisle schools will allow the successful bidder to use this frequency and to take advantage of our existing equipment (base station in the main office). However the successful bidder must understand that this frequency is also used for intra school communication.
  - c. The Carlisle Public Schools does not object to the installation of another system, if pre-approved by the School Department and at the successful bidder's expense. This bid must indicate whether you will adapt to the current system or install a new system.
- Be maintained by the successful bidder in good working condition including but not limited to :
  - a. furnishing as part of the contract all necessary fuel, oil grease tires maintenance and repairs at a full-service maintenance facility that is properly staffed with skilled mechanics and equipped capable of making major repairs
  - b. Carrying out a planned preventive maintenance program for all buses covered during the period of this contract a description of the successful bidder's maintenance facility, preventative maintenance program, staffing program and location shall be submitted with the bid.
  - c. being properly cleaned, washed, and swept on a regular basis, especially but not limited to the winter months when dirt, salt and mud

are prevalent

- Be heated and provided with proper ventilation.
- Garaged in a town no further than a fifteen (15) mile radius from the Carlisle Public School. No buses shall be parked on Carlisle School property overnight or on weekends/vacation periods, except in limited and unusual circumstances. Garage location must be included in the bid.
- Must comply with and satisfy all state and Federal laws, rules and regulations by the relating to the transportation of public school children as well as all such laws and regulations relating to all safety standards and guidelines of the Department of Public Utilities, Registry of Motor Vehicles and that pertain to student transportation, including but not limited to bonds, insurance, inspection. If any applicable Federal and State Laws, Rules and regulations change during the period of this contract the successful bidder is responsible for changing or modifying the equipment to meet such standards at no additional cost to the School Department.
- Be equipped with factory seat belt anchorages for all passenger seats. The school reserves the right to require the installation of and use of seat belts during the life of the contract. If so, the schools will pay the cost and the installation of seat belts to a vendor of its choice after an appropriate bid process. However if seat belt use, if required as the result of changes in the laws, rules or regulations then the previous bullet applies.
- Be equipped with combination lap and shoulder harness seat belts for the driver

The successful bidder agrees to furnish the School Committee with all inspection reports within ten (10) days of receipt. There shall be no substitution of buses without permission of the Superintendent or his/her designee for the duration of the Contract, except in the case of emergency breakdown. All substitute buses shall be subject to all contract requirements.

The Carlisle Public Schools reserves the right to require, at the successful bidder's expense, a certificate at any time from a garage of the School Department's choosing that the buses under this contract are in good order with respect to brakes, lights, horns, mufflers, steering gear, windshield wipers, doors, tires, windows, mirrors, bodies and in any other respect.

The successful bidder shall allow the School Committee and/or Superintendent of Schools or his/her designee proper access to garages and buses for the purpose of criticism and inspection, and shall provide facilities for such inspection.

Buses which have been disapproved by the Superintendent of Schools or his/her designee shall not be used and the successful bidder shall replace such buses or parts, which, in the opinion of the Superintendent of Schools or his/her designee are unsuitable or not in

conformity with the contract or specifications. The successful bidder shall promptly replace any bus or parts rejected or condemned and shall not be allowed extra time or compensation for completion of the work by reason of such rejection.

Said description of the fleet of buses is to be reviewed annually and submitted to the Superintendent of Schools, no later than July 15 of each year in which the contract is in effect

The vehicles engaged in this contract are to be used exclusively for the purposes of this contract on the days that the Carlisle Public School is in regular operation.

Nothing in the bid precludes the Carlisle Public School from using its own vehicles or those under its control for transportation purposes.

### **Time Schedule/Routes**

The transportation of pupils to and from school shall begin on the morning of the opening day of school and shall continue in accordance with the school calendar. **The calendar will be shared with the vendor upon approval by the school committee.**

All instructions to the successful bidder relating to routing, scheduling, bus stops, start times, and other transportation matters shall be enacted through the office of the Superintendent of Schools and will be provided to the successful bidder no later than 5 business days prior to the opening of each school year.

The school hours are established by the School Committee and are subject to change. The transportation time schedule shall be established by the Superintendent and/or his/her designee and the selected bidder so as to insure the proper and convenient arrival and dismissal of students consistent with the determined school hours. The Superintendent of Schools or his/her designee shall have the exclusive right to establish/designate the routes to be serviced and bus stops and the successful bidder shall ratify such. The Superintendent or his/her representative shall have the authority to make such changes as he/she deems necessary in adjusting routes, assignment of pupils, groups or routes, time and dates, assignment of monitors, or any matters affecting the specific individual needs of children. This may include but is not limited to changing stops due to inclement weather or unsafe conditions, adding or removing a child from a route, amending, adding or deleting the number of routes.

All buses must operate in accordance with the schedules indicated on the definition of routes. Any deviations thought to be necessary must be reported to the Superintendent's office,

**Change in start or dismissal time:** The successful bidder agrees that the Superintendent or his/her designee shall have the exclusive authority to start or dismiss pupils after or before their regular dismissal time for any reason deemed proper by him/her and may change bus schedules to accommodate such, without incurring additional costs or charges by the

successful bidder. All buses must be available when there is a time change in the start or dismissal of schools within the Town.

Cancellation: The Superintendent or his/her designee may cancel a scheduled trip by notifying the successful bidder orally or in writing at or prior to 6:30 a.m. of the day on which the particular trip was to originate at the successful bidder's place of garaging (Unless an emergency exists).

Breakdowns etc: In case of breakdowns or other situations, which might affect the completion of daily schedules, additional substitute buses must be available to guarantee the safety and welfare of the pupils. Maximum response time shall be no more than fifteen (15) minutes from the time of receipt of notification by the successful bidder.

Structure of Routes: It is estimated that the School Committee will require six (6) buses/twelve (12) routes for regular transportation of pupils in accordance with the routes necessary for the safety and convenience of the students entitled to this service. Busses operate on a two-tier system as follows:

- Grades 5-8 Six (6) routes in both the morning and afternoon (180 days)
- Grades K-4 Six (6) routes in both the morning and afternoon (180 days)

Approximate number of pupils attending Carlisle Public School in 2023-2024: K-4 330  
5-8 263

Approximate daily mileage: Regular Routes 214

Proposed Route Pattern

Grades	School Day Hours	Number of Routes		
		AM	Noon	PM
K-4 Students	8:45- 3:05	6		6
5-8 Grade Students	7:50- 2:22	6		6
Early Release (once/twice a month)				
K-4 Students	8:45 - 12:30	6		6
5-8 Grade Students	7:50 - 11:51	6		6

A copy of the current regular bus routes is available in the Business Office of the Carlisle School. However, the bidder's attention is called to the tentative nature of this list, which



should not be considered to be the actual routes to be followed in 2019-2020, or ensuing academic years, particularly in light of the fact that the current routes structure contains one more run fro both the elementary and middle schools.

### **Extra Transportation**

The successful bidder must also provide two (2) spare buses which are not involved in the regular transportation routes but rather are to be used for field trips, athletic trips, student activity programs etc. in which students participate and which are approved by the School Committee. and other school-oriented trips, as part of the contract. These buses are contracted on a day-to-day or as needed basis at the discretion of the Superintendent or other authorized school group. All buses must meet the equipment requirements as specified herein.

The Carlisle Public School reserves the right to contract with other vendors who better meet the needs of the school department in regards to field trip transportation.

### **Basis of Compensation**

The contract prices shall include the cost of gasoline, garaging, oil, grease, repairs, wages of drivers, taxes, fees, licenses, permits, certificates, insurance costs, and such other charges as are needed in connection with the contract work and to keep all school buses properly equipped, in good operational condition and in compliance with all applicable laws.

**The successful bidder shall be paid for all routes including but not limited to regular routes, if awarded, on the basis of a per day per bus route price.** All bidders' prices must remain firm regardless of any changes to the regular day time schedules, individual school start and close times, time of route operation, route description, and/or number of routes. There will be no additional charges for an early release.

As for additional transportation beyond what is necessary - field trips, athletic trips etc. shall be based on live mileage distance (rate-per-mile) combined with total trip time (rate-per-hour). The successful bidder will invoice the school separately for the cost of all tolls and parking fees. Original receipts must accompany all invoices to be paid. The successful bidder must include these cost in every estimate prepared for the Carlisle Public Schools. The successful bidder shall not require minimum mileage and/or minimum time as a condition of providing buses for these trips however the successful bidder can set a minimum charge for any of these trips. Quoted rates shall apply for all mileage and hours regardless of the day, time, and length of the trip. The Milo Mileage Guide published by the New England Motor Rate Bureau, and/or any other pre approved reliable mileage calculator (Mapquest.com) shall be the source of reference for any mileage discrepancy. The Superintendent of Schools shall have the sole authority in resolving mileage disputes.

The Department of Labor and Workforce Development has determined that this bid is not subject to the minimum prevailing wage rate for the position of "School Bus Driver." (See Attachment C)

No compensation shall be due or made by the School Committee for nonconforming performance.

Ten monthly payments to the successful bidder, calculated on a per day basis only, will be made by the Town Treasurer, September - June throughout the duration of the contract.

No payment additional to the contracted route and adjustment price shall be made to the successful bidder by the Town of Carlisle at any time.

In the event of the addition/deletion of an equal number of bus runs from both the elementary and middle school runs during the term of this contract any increase/decrease will be at the unit price bid. In the event of the addition/deletion of a bus run so that there is an unequal number of bus runs for the elementary and middle school (i.e. 7 middle runs and 6 elementary runs) during the term of this contract any increase/decrease will be at the minimum route price as stated on the bid sheet.

### **Fuel Adjustment Clause**

The following procedure shall apply whenever the successful bidder shall request from the School Committee an increase in the cost of fuel to operate the school buses, and whenever the School Committee shall be credited if there is a decrease in the cost of fuel.

For the calculation of this clause the following factors will be used:

- Average miles per gallon diesel bus = 8 miles
- By October 1 of each contract year the successful bidder shall report to the Superintendent of Schools the total number of live miles traveled per day for all bus routes. This total shall be the daily total used in the calculation of the fuel adjustment for that school year. (SEE ATTACHMENT B3)

### **Mileage**

The mileage figures offered in these specifications for regular routes are estimated at 214 miles per day for regular K-8 transportation (180 days). The School Committee, however, assumes no responsibility for the precise measure of mileage figures or for errors resulting from their use.

The final responsibility for verification of mileage estimates and for the figures upon which a bid is submitted, rests with the Bidder. In the event of controversy, mileage computations of the Superintendent's Office will be considered as the official basis of cost estimates.

Live route mileage will be accepted only on the basis of actual mileage between the point where the first child boards the bus for the first route in the a.m./p.m. and the school or point to which all children are delivered in the a.m./p.m. No mileage accrued from garage to first bus

stop or from the school to garage in the morning or from garage to school and from the bus stop of the last child to garage in the afternoon will be considered as an acceptable portion of the bid.

### **Insurance**

The successful bidder shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, when such operations by himself or by anyone directly or indirectly employed by him. A Certificate of Insurance or Proof of Insurability must be submitted with the bid.

The successful bidder shall keep in full force and effect at all times and on each bus for the duration of the contract, public liability and property damage insurance for injuries to persons and properties as follows:

#### **Comprehensive General Liability (Minimum)**

Bodily Injury: \$2,000,000 each person, \$4,000,000 each occurrence.  
 Personal Injury: \$2,000,000 each person, \$4,000,000 General Aggregate  
 Property Damage: \$500,000 each person, \$1,000,000 Aggregate

#### **Vehicle Liability (Minimum)**

Bodily Injury: \$1,000,000 each person/\$5,000,000 Annual Aggregate  
 Property Damage: \$500,000 each occurrence

**Umbrella Policy** \$5,000,000 (this is inclusive of the amounts above)

The successful bidder agrees that for the purpose of this contract a company licensed to do business in Massachusetts must provide all insurance coverage.

A Certificate of Insurance shall be filed with the Office of the Superintendent of Schools & the Massachusetts Registrar of Motor Vehicles on or before July 15 of each of the school years covered by the contract. All policies shall be so written that the Office of the Superintendent will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A letter of insurability from an insurance company licensed to do business in the Commonwealth of Massachusetts stating that the bidder will be for the amount stated must be included.

The liability and property damage insurance shall protect the successful bidder, the bus operators, the Town of Carlisle, the Carlisle School Committee (severally and individually) and all employees of the Carlisle Public Schools concerned with bus operations, against claims for damages of personal injury, accidental death and for property damage, any or all of which may result from bus operations of any nature or description governed by this contract. **The "Town of Carlisle," the Carlisle School Committee (severally and individually) and all employees and agents of Carlisle and the Carlisle Public School" concerned with bus**

**operations must be named as additional insured on all insurance policies.**

The successful bidder shall indemnify, defend and hold harmless the Town of Carlisle, the School Committee and their officers, agents, and employees for any and all claims including but not limited to those relating to labor performed or furnished and equipment used or employed for work; from injuries to any person or parties received or sustained by or from the carrier and his employees and sub-successful bidders and employees in doing the work, or in consequence of any improper equipment or labor used or employed therein; and from any act or emission or neglect of the carrier and his employees therein. As well as claims relating to loss, cost, expense or damage of any kind resulting from or arising out of performance of the contract by the successful bidder, its officers, agents or employees. The successful bidder will ratify the planning, scheduling, routing and designation of bus routes and stops, and the Town will be indemnified from any claims resulting there from.

Before commencing performance of this contract, the successful bidder shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (i.e. The Workman's Compensation Law) or equal insurance to all persons to be employed under this contract and shall continue insurance in full force and effect during the term of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract and shall be cause for an immediate termination thereof. The successful bidder must file a copy of this policy with the Superintendent no later than ten business days prior to the beginning of each school year in which the contract is in effect.

**Bus Drivers**

Every driver will comply with all applicable state and federal laws including but not limited to general laws and regulations of the Registry of Motor Vehicles applicable to school bus operators.

The successful bidder agrees to furnish competent, courteous, and careful drivers and to attest that all drivers employed for the purpose of this contract are in good health, have excellent safety records, and are of good moral character and fit to work with children of school age. In addition to CORI and SORI checks performed by the successful bidder all bus drivers, substitute bus drivers, and any potential bus driver must complete a CORI request form authorizing the Carlisle Public School to conduct a CORI on said drivers. In addition the Carlisle Public School will conduct a SORI check on all drivers. No bus driver or any employee of the successful bidder may transport any students until the Carlisle Public School notifies the successful bidder of their satisfaction with the report returned to the Carlisle Public School by the Criminal History Board.

The successful bidder agrees that each driver employed for the purpose of this contract meet all of the following qualifying criteria on an annual basis:

- 1) Passed a physical examination conducted by a qualified physician who has provided a written report that certifies that the employee can meet all the physical requirements

of the position of school bus driver.

2) Tested negative for drugs with written proof of same on file. A copy of the successful bidder's drug testing policy and programs must be submitted with the bid.

3) Screened by means of conducting a Criminal Offender Record Information search, the results of which show no reason to prohibit contact with children of school age.

4) Screened by means of conducting a review of the employee's driving record and license(s) to insure a good safety record and that all licenses are valid and in conformance with all pertinent laws and regulations. Documentation to be kept on file.

5) Drivers will be required to submit to a national criminal background check by fingerprint. This is a new requirement, and the Executive Office of Public Safety and Security and the Department of Criminal Justice Information Services are in the process of establishing the procedures. There will be a cost associated with the national fingerprint check to be incurred by the bidder or its individual drivers. Documentation to be kept on file.

6) Determined that the employee is not less than twenty-one years of age  
Documentation on file.

7) All drivers must be able to speak and clearly communicate in the English language.

All of the above documentation must be kept on file by the successful bidder along with written authorization signed by each driver employed under this contract approving the release of this information to the Superintendent of Schools or his/her designee upon request.

The successful bidder agrees to submit to the Superintendent of Schools or his/her designee the following documentation no later than twenty (20) business days prior to the beginning of each school year (See Attachment D)

- 1) A roster of all bus drivers employed for the purpose of this contract to include each driver's full legal name, home address, home telephone number, social security number, and school bus driver's license number license type and expiration date. All employees employed for the purpose of this contract including any personnel changes that may be proposed from time-to-time are subject to the prior approval of the Superintendent of Schools or his/her designee.
- 2) An attestation statement signed by an authorized officer of the company certifying that each driver employed for the purpose of this contract and including any substitute driver who may be utilized is medically fit and properly licensed. Furthermore each driver has tested negatively for drugs, has no criminal record which would preclude contact with school-age children, and has a safe driving record with no at-fault violations either on record or pending.

The Superintendent of Schools or his/her designee has the right to require the successful bidder to not employ any particular driver(s) for any routes. Twenty-four hour notice will be given. In addition Superintendent of Schools or his/her designee has the right take any of the following actions for just cause:

- 1) Disapproval of any driver applying for employment for work covered under this contract
- 2) Terminate an employee employed for the purpose of this contract
- 3) Change of route assignments

### Operation

Drivers employed by the successful bidder are to accept the responsibility for the safety of the student and are to be thoroughly taught their respective routes in order to insure a smooth operation, especially on the opening day of school.

The same driver and the same bus must be used on the same morning and the same afternoon route. Exceptions must receive the prior approval of the Superintendent of Schools or his/her designee.

The successful bidder understands and agrees that while operating within the terms of this contract, only school children and their teachers may be transported in school buses. No exceptions will be permitted unless special permission has been first obtained from the Superintendent of Schools or his/her designee.

Drivers shall not smoke on the buses. (See Attachment B2)

While performing work under this contract each driver will at all times be courteous, exemplary in speech and actions, and properly groomed.

Drivers will not leave a bus unattended while children are on board. In an emergency, the driver's first concern must be for the safety of the children.

No fueling will take place while a passenger occupies any bus.

When picking up or discharging students, the vehicle must be kept in the neutral gear.

No vehicle shall be in motion until all passengers are seated.

All doors shall be kept closed while the bus is in motion.

The Superintendent of Schools will have complete authority over the successful bidder and drivers in matters pertaining to school transportation.

No person operating a school bus in any way shall run it at a rate of speed greater than is reasonable or proper, having regard to traffic and the use of the way and the safety of the public. No person shall operate a school bus within a school zone, established in conformance

with the standards of the Department of Public Works, at a rate of speed exceeding twenty (20) miles per hour. No person shall operate a school bus at a rate of speed exceeding the posted speed limit while actually engaged in carrying school children.

The successful bidder agrees to maintain an accurate master clock in the base of operations and will insure that each driver will have and will use a dependable timepiece that is to be set at regular intervals.

At no time shall a driver allow a passenger to either occupy the driver's seat or in any way control operation of the bus. The driver shall not leave his vehicle while the motor is running or while children are still on the bus.

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 Successful Bidder is prohibited on Carlisle Public Schools property which is the subject matter of this IFB and during all hours of work under any Contract with the Carlisle Public Schools. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Carlisle Public Schools shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Carlisle Public Schools. Under such circumstances, the Successful Bidder 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 any Contract with the Carlisle Public Schools.

### **Training**

The successful bidders agrees to furnish, at no additional cost to the School Department, compulsory Driver-Training and Safety Programs which drivers must pass before they are allowed to drive under this contract. The course shall deal with student, staff, and public interaction; safe driving habits, including evacuation drills; proper use of two-way radios, and emergency procedures in accordance with State laws and Town guidelines. All drivers must retake and pass the course annually. New drivers hired during the years are under the same obligation. The successful bidder must submit to the administration, by August 1, the program description. Within the development of its Driver Training and Safety Programs, the successful bidder must ensure that at a minimum all drivers receive the following special training prior to the start of each school year:

- 1) An orientation and special instructions regarding student behavior, control, and descalation techniques, especially in Special Education related situations, to be provided at the School by the Special Education Director.
- 2) Emergency Epi-Pen training and other medical training as needed, such as seizure protocol, to be provided at the school by the School Nurse. Drivers are expected to administer Epi-Pen injections as required. (See Attachment B3)
- 3) Sexual harassment and discrimination training to be provided at the school by the Title

IX officer.

4) Bullying policy

In addition, the drivers shall receive training on and be available for a student evacuation drills.

The Superintendent may determine that the bus drivers need to receive any and all training that is offer to Carlisle Public School employees

The School Administration and the School Committee will be fully informed of all training measures on a regular basis.

The successful bidder shall require drivers to observe safety regulations, to maintain pupil control in accordance with School Department policy, guidelines, and pupil bus code.

The Bus Drivers shall be responsible for order on the bus; however no driver will take disciplinary action against any child. Cases that warrant such action should be reported at once to the school Principal or to the Bus Company's designee assigned to handle these matters with the school department. (Drivers, once they have dismissed their riders, must bring all discipline cases to the attention of the Principal; nothing herein shall prevent a driver from orally reprimanding a child for action that might cause harm to him/her or others. In case of controversies or complaints involving parents or pupils, service irregularities, student behavioral problems, vandalism and bus driver incidents, the successful bidder will file a written initial report by the next school day to the School Administration, for investigation and appropriate action. Please refer to Attachment 81 Carlisle School Transportation Policy.

Violations by a driver of these regulations, the rules and regulations of the School Committee, and/or the General Laws of the Commonwealth of Massachusetts will subject said driver to dismissal from employment under this contract upon the recommendation of the Superintendent of Schools or his/her designee. A driver's continued employment by the company or successful bidder, however, remains at said company's or successful bidder's discretion.

The Substitute Bus Drivers: Substitute drivers must meet all requirements stated for regular drivers. Substitute bus drivers shall be pre-qualified for the routes driven to the maximum extent possible. This means that the bus successful bidder shall operate with an available reserve of qualified substitute bus drivers. Such qualifications for substitute bus drivers shall be established by having had prior experience with bus routes in the Town of Carlisle to the maximum extent possible and shall be familiar with all safety provisions. Substitute drivers shall be familiar with:

- Current bus routes
- School location and starting times
- Town road system



## **Communication**

The successful bidder shall work with the Superintendent of Schools or his/her designee, whenever and as often as he is required to do so. He shall be available in any matter pertaining to transportation in which contract vehicles or personnel are involved.

Liaison: The successful bidder agrees to assign a person who will be available to the Superintendent of Schools or his/her designee for the purpose of conferences and consultations relative to vehicles schedules, pupil behavior, billing and other related matters.

On Call: A principal of the company or a person with responsibility to make decisions must be on call at all times in case special transportation arrangements must be made due to unforeseen circumstances. The company shall indicate the name(s) and a telephone number for 24-hour response. Resumes of key personnel shall be submitted with the bid.

Dispatcher: The successful bidder is required to employ a dispatcher who will act as liaison between the Carlisle Schools and the successful bidder and drivers. -The dispatcher shall be on duty whenever the buses are in operation. It is the dispatcher's duty to maintain communications between the school and the bus drivers while the buses are in operation. In the event of a failure of radios such that a bus cannot communicate directly with the school, the dispatcher shall be immediately notified by the bus driver. The dispatcher shall then immediately contact the school, and shall act to maintain communication between the bus and the school by conveying messages back and forth by telephone or bus radio.

The successful bidder is required to carry out all reasonable requests of the Superintendent of Schools or his/her designee. If at any time the successful bidder does not carry out all reasonable written requests or changes of the Superintendent of Schools or his/her designee, the successful bidder will be penalized \$200 per day per incident until compliance.

Incidents/Accidents: The successful bidder shall report immediately after each occurrence, each and every accident or any event or circumstance, involving the bus and/or a passenger and/or which causes unavoidable delay or in any way interferes with the strict performance of the agreement. The successful bidder shall agree to make a detailed written report to the office of the Superintendent of Schools within 24 hours of any accident involving a school bus while operating for the School Department.

The bidder shall include a copy of accident records for the past three (3) years.

## **Failure to Perform**

In the event of failure for five (5) consecutive days to transport pupils as herein provided, then this contract may be terminated by the Carlisle Public Schools or its legal representative(s) or assignee(s), by a notice in writing given to the successful bidder, or his legal representative(s) or assignee(s), of its intention to terminate this contract, and after three (3) days said notice shall be a termination of this contract and the Carlisle Public Schools shall not be liable for any service rendered under this contract for any part of the month when said services ceased or

failed to be rendered according to the terms thereof, and the bus successful bidder shall be liable for all other damages suffered by the Carlisle Public Schools as a result of the termination of this contract.

### **Financial Woes**

The successful bidder agrees that, in the event of bankruptcy, insolvency, attachments or liens placed again the successful bidder, the contract may be declared null and void at the option of the Town of Carlisle and the Town shall then have the right to deduct and receive all monies due the Town from the successful bidder.

### **Strike**

In the event of a strike against a successful bidder causing the interruption of services or operations, the School Committee has the right to secure such other transportation as may be necessary and charge the cost of same to the account of the successful bidder. If other transportation is not secured, deduction will be made from the monthly payment to the successful bidder for each day of service not rendered. These deductions will be based upon 180 operating days.

### **Assignment**

The successful bidder shall not assign or subcontract or in any way transfer any interest in the contract without prior written consent of the Carlisle School Committee.

### **Laws**

All laws of the United States, the Commonwealth of Massachusetts, and the Town of Carlisle relating to bonds, insurance, inspection by the Department of Public Utilities, the Registry of Motor Vehicles and that all requirements of Chapter 90, Section 1 and/or Chapter 159A, Section 11A, and the Laws of the Commonwealth of Massachusetts concerning the safe transportation of children shall be rigidly adhered to. The successful bidder agrees to furnish the School Committee with all reports of inspection made by the Department of Public Utilities (DPU) and the Registry of Motor Vehicles (RMV) as the School Committee shall order and/or in accordance with statutory requirements.

#### **IV. References**

Financial References: Bidder must include a credit report from a credit agency indicating the bidder's credit history for the last five (5) years or a business information report or business profile from a credit agency dated no earlier than 7/1/19.

Legal references: Every bidder shall provide a list of every judicial or administrative proceeding relating to the procurement or performance of any public or private transportation contract instituted or concluded adversely against the bidder's company or any subsidiary of the company within the last three (3) years. If none, the bidder will attest to this on company letterhead.

Operational References: The bidder will submit a list of all Massachusetts school systems wherein the past five (5) years school bus transportation contracts have been or are still in effect. The bidder will include the name of the contact person, telephone number, and the number of buses operated.

**REFERENCE FORM**

Bidder:.....

IFS Title:.....

**Bidder must provide references for:**

The bidder must submit a list of all Massachusetts school systems wherein the past five (5) years school bus transportation contracts have been or are still in effect. The bidder will include the name of the contact person, telephone number, and the number of buses operated.

Reference:..... Contact:.....  
Address:..... Phone: \_ \_ \_ \_ \_  
..... Fax:.....  
Description and date(s) of supplies or services provided:.....

.....  
.....

Reference:..... Contact:.....  
Address:..... Phone: \_ \_ \_ \_ \_  
..... Fax:.....  
Description and date(s) of supplies or services provided:.....

.....  
.....

Reference:..... Contact:.....  
Address:..... Phone: \_ \_ \_ \_ \_  
..... Fax:.....  
Description and date(s) of supplies or services provided:.....

.....  
.....

attach additional sheets if necessary

V. Rule for Award

All unit prices must remain constant for the entire three-year contract term. One contract for all regular k-8 transportation, extra transportation (field trips, athletics, etc.) will be awarded to the responsive and responsible bidder with the lowest grand total price.

Should there be any errors in the calculation of annual or the three-year totals the school committee will consider the daily/ hourly/ per mile price to be the actual bid price.

**BID SUBMISSION FORM**

CARLISLE PUBLIC SCHOOLS  
BID FORM

The undersigned hereby submits a sealed bid for school bus transportation services in the Town of Carlisle.

Printed Name of Bidder:

\_\_\_\_\_

Address:

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

The Bidder hereby pledges to deliver the complete scope of services for school bus transportation services in the Town of Carlisle, as outlined in the IFB:

MAIN BID WORK - Three (3) year total term.

\_\_\_\_\_ (write out amount in words) dollars and  
\_\_\_\_\_ cents (\$ \_\_\_\_\_) (numeric amount).

In case of any conflict between the amount written in words and the numeric amount in any of the foregoing categories, the amount written in words shall govern.

The Bidder understands that, pursuant to M.G.L. c.30B, §5, the Carlisle Public Schools will award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and responsive Bidder for school bus transportation services in the Town of Carlisle, as described in the Main Bid Work in

Section 3(A) above.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing school bus transportation services. Bidder's verifiable experience record shall be acceptable to the Carlisle Public Schools. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/ commencement, a list of any name changes, and a list of any lawsuits pending against it.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- D. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Carlisle Public Schools endorsements or riders in compliance with the Contract.)
- E. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- F. Bidder has not defaulted on any Contract within the last five (5) years.
- G. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- H. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought.

- I. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c.4, §7, cl.26th.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder shall pay all minimum prevailing wage rates, as contained in Appendix 9 to this **IFB**, in any Contract awarded by the Carlisle Public Schools.

The Bidder understands that the award of any Contract pursuant to this IFB shall be subject to appropriation by Carlisle Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract. The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Carlisle Public Schools and are binding on the Successful Bidder.

Authorized Signature

---

Printed Name

---

Printed Title

---

Date

If a Corporation:  
Full Legal Name

---

Officers of Corporation and Addresses

---

---

---

---

State of Incorporation .....

Principal Place of Business \_\_\_\_\_

---

---



Telephone Number. \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_ No \_\_\_

Principal Place of Business in Massachusetts

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

Telephone Number \_\_\_\_\_

Full Legal Name of Surety Company

\_\_\_\_\_

Principal Place of Business of Surety Company

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

Telephone Number \_\_\_\_\_

Admitted in Massachusetts Yes \_\_\_ No \_\_\_

Place of Business in Massachusetts

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

Telephone Number \_\_\_\_\_

**VI. Bid Pricing Sheet**Regular Transportation

- 1) Cost per route: \$----- per route per day
- 2) Cost per year: Cost per route per day (#1) x 12 routes x 180 days =\$ \_\_\_\_\_
- 3) Three Year Total - Regular Bus Trans. (#2) x 3 years=\$ \_\_\_\_\_**

Field Trips

Cost per mile \$ \_\_\_\_\_ Minimum Charge \$ \_\_\_\_\_  
 Cost per hour \$ \_\_\_\_\_

- 4) Cost per mile x 1,000 miles\$ \_\_\_\_\_  
 5) Cost per hour x 150 hours \$ \_\_\_\_\_

**6) Total -Three Years - Field trip Bus Trans. [(#4)+(#5)] x 3 years=\$ \_\_\_\_\_**

7) Total- three years- Vo Tech Transportation

**8) Grand Total: (#3) + (#6)**

\$ \_\_\_\_\_

\*In any given year during the contract term, the School may need to increase or decrease the number of regular bus routes. Any increase/decrease will be at the unit prices specified on this bid form.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

## **VII. Non-Collusion Form and Tax Compliance Form**

### **CERTIFICATE OF NON-COLLUSION**

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

---

Signature of individual submitting bid or proposal

---

Name of business

### **TAX COMPLIANCE CERTIFICATION**

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

---

Signature of person submitting bid or proposal

---

Name of business

## **VIII. Additional Contract Terms and Conditions**

The standard terms and conditions of the Town of Carlisle contract shall apply. If any requirements in this bid are more stringent than those contained in the Town's standard terms and conditions the more stringent shall govern. Below is the Standard terms and conditions of the Town of Carlisle.

### AGREEMENT BETWEEN THE TOWN OF CARLISLE, MASSACHUSETTS AND FOR

THIS AGREEMENT made effective \_\_\_\_\_, 2019, by and between the **TOWN OF CARLISLE, MASSACHUSETTS**, a municipal corporation, acting by and through its Board of Selectmen, with their offices at Town Hall, 66 Westford Street, Carlisle, Massachusetts 01741 (hereinafter called the "TOWN"), and \_\_\_\_\_ whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

#### **RECITALS:**

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the TOWN, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

## **ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work"). The Invitation to Bid, Bidder's response, any addenda, and all specifications, bonds, and certificates of insurance are included in this Contract by reference.
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services (either directly or through subcontractors) in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and the copyright thereto shall be the property of the TOWN. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

## **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the Town's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.

- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

#### **ARTICLE 4- PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit 8, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit 8, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.

#### **ARTICLE 5 - TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) the TOWN shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the TOWN as a result of the CONTRACTOR's default, if any), as determined by the

TOWN. but for no other amounts including, without limitation, claims for lost profits on work not performed; and

- (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

## **ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below.
  - (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits law.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Errors and Omissions Insurance of not less than \$1 million per claim.
  - (e) Such additional insurance as may be required to be carried by the CONTRACTOR bylaw.
  - (f) Such additional insurance as the TOWN may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on an Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.



## ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise dele gate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. Any litigation to enforce the terms of this Agreement will be maintained in the Superior Courts of Middlesex County, Massachusetts.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF CARLISLE, MASSACHUSETTS  
By and through its  
Board of Selectmen

[Contractor]

Chair: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved:

Town Administrator

Approved As To Funds Available:

Town Accountant

Approved as to form only:

Town Counsel

## EXHIBIT A

CONTRACTOR SCOPE OF WORK

- 1 Name of Contractor:
- 2 State of Incorporation:
- 3 Principal Office Address:
- 4 Description of Services (§2.1) (refer to bid documents, if appropriate):

Person, Department, or Committee, if any, to whom CONTRACTOR ' reports (§ 2.2):

- 5 Term of Agreement (§3.1), if other than through the completion of work:
- 6 Completion Date (§3.2):
- 7 Additional Insurance Coverage (§6.2(e)):

## **EXHIBIT B PAYMENTS**

(complete for appropriate method of payment)

1. Lump Sum Method
  - a. **Maximum Project Amount:**
  - b. **Payment Increments** (upon completion, monthly, completion of discreet performance milestones, etc.):
  - c. **Reimbursable Expenses** (if any):
2. Per Unit Method
  - a. **Total Payment per Unit** (per hour, per cubic yard, etc.):
  - b. **Maximum Project Amount:**
  - c. **Payment Intervals** (upon completion, monthly, completion of discreet performance milestones, etc.):
  - d. **Reimbursable Expenses** (if any):

**EXHIBIT C**

**TAX COMPLIANCE CERTIFICATION & NONCOLLUSION**

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, this "person" has complied with all laws of the Commonwealth relating to tax returns, reporting of employees and contractors, and withholding and remitting child support. 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.

The undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide, fair and has been made and submitted in good faith and without collusion or fraud with any other "person". As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Firm  
Name: .....

Address: .....

Telephone  
Number: .....

Date: .....

Signature of Corporate  
Authority: \_\_\_\_\_

Title: .....

Social Security Number/ Federal ID number of Bidder: \_\_\_\_\_

**EXHIBIT D**

**CONFLICT OF INTEREST STATEMENT**

The applicant hereby certifies that:

The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a contract for these services.

1. The applicant has not given, offered, or agreed to give any gift, contributions, or offer of employment as an inducement, for, or in connection with, the award of a contract for these services.
2. No consultant to, or, subcontractor for the applicant has given, offered, or agreed to give any gift, contribution, or offer of employment to the applicant, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the applicant.
3. No person, corporation, or, other entity, other than a bona fide full time employee of the applicant has been retained or hired to solicit for or in any way assist the applicant in obtaining the Contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the Contract to the applicant.
4. The Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Information for Bidders. I also certify that the bidder understands that the bidder, 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.

\_\_\_\_\_

Name of Bidder

\_\_\_\_\_

Address of Bidder

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Title

\_\_\_\_\_

Date

# ATTACHMENT A

## CARLISLE PUBLIC SCHOOLS SCHOOL BUS TRANSPORTATION BID

### DESCRIPTION OF EQUIPMENT BID FOR USE IN 2019-2022

*(See General Specification, Section 6)*

Bus Number	Make of Bus	Year of Manufacturer	Present Mileage	#of Heaters	Seating Capacit	Condition
1						
2						
3						
4						
5						
6						

#### Spare Buses - Field Trip/Athletic Trip/Other Transportation

Bus Number	Make of Bus	Year of Manufacturer	Present Mileage	#of Heaters	Seating Capacih	Condition
1						
2						

Signature\_\_\_\_\_

Title\_\_\_\_\_

Company\_\_\_\_\_

Business Address\_\_\_\_\_

Telephone\_\_\_\_\_

Note: To be submitted July 15 or each contract year.

# ATTACHMENT 81

## Carlisle Public Schools SCHOOL BUS SAFE RIDING POLICIES

Policy# 11.01.2000

**Adopted June 20, 2000**

**Revised December 22, 2005, March 17, 2010, January 8, 2014**

### Transportation Policy

The Carlisle Public Schools undertake to provide safe and economical transportation for its students. Under Massachusetts state law Chapter 71, Section 68, schools are only required to transport pupils in grades K-6 who live two or more miles from the school. At the discretion of the Carlisle School Committee, a fee may be instituted as deemed necessary and appropriate for all students living within two miles of the school and for all students in grades 7 and 8. (A copy of the pertinent regulation is available in the school office.)

1. When establishing routes and setting bus collection areas, the administration shall consult with the bus contractor. A maximum walking distance to a bus collection area of approximately 3/4 mile is established for children in grades 4 through 8, and approximately 1/4 of a mile for children in grades K through 3. Children in kindergarten will be dropped off as close to home as possible on K early release days, depending on the length of the overall route.
2. Students shall not change buses or routes without the prior written permission of the administration. Such changes must be for an extended period of time and must occur on a regular basis within that time period, or must be for bona fide emergency purposes only. Middle School students attending a school activity may ride the elementary bus home if space is available, and if they have a late bus pass issued by the teacher in charge of the activity.
3. Transportation is restricted to the students of the Carlisle Public Schools, and under circumstances to be determined by the administration, to school employees.
4. In the absence of a written parental request to the student's teacher, students in Kindergarten and grades 1 through 4 will be required to board the buses after school.
5. The school bus is an extension of the classroom and students riding the bus are subject to the Code of Behavior, which appears in the Carlisle Public Schools Handbook. In addition, specific bus-related rules and



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regulations will be established by the administration and included in the handbook.

6. The bus driver shall enforce all regulations governing the conduct of students assigned to the bus while on the bus. Drivers have the same responsibility for and authority over their riders as classroom teachers have with their students. Students who do not follow the driver's instructions will be reported to the school administration.
7. Transportation on the school bus is a privilege. Students who do not obey the rules and regulations established by the administration risk the loss of that privilege.

### **School Bus Stops**

1. Buses will not enter dead-end streets-de-sacs, or developments unless a dangerous situation exists at the intersection or for bus efficiency.
2. Routes will not be established over private ways, unless travel on such roads is needed for bus or route efficiency.
3. Students will be picked up and dropped off only at their designated bus stop. However in the case of emergency or extenuating circumstance, students may ride a bus other than their own with the approval of the principal.
4. Designated stops will be determined based upon location of students and safety in order to maximize timeliness of transportation services. The district is not able to provide a street-to-street or door-to-door pick up or drop off service, with the exception of the Kindergarten half-day runs as additional stops increase journey time.
5. The location of bus stops may change according to service demand.
6. Parents/guardians are responsible for getting their child to the correct bus stop safely and for ensuring their safety at the bus stop.
7. When the safety of a stop is in question, the bus coordinator will visit the site and consult with the bus company to determine the safety of the stop. If the matter is not resolved, the decision may be appealed to the principal and then to the superintendent.

# **ATTACHMENT 82**

**Carlisle Public Schools  
Policy on Tobacco Products  
Policy #07.08.1997  
11/18/1997**

**Reaffirmed 10-20-2004, 11-07-2007, 11-02-11**

Pursuant to Chapter 71, Section 37H, as delineated in the Education Reform Act of 1993, the following is the policy of the Carlisle Public Schools regarding use of tobacco products.

The use of any tobacco products by any student, teacher, school personnel, or any other individual is prohibited within the Carlisle Public School buildings, the school facilities, on school grounds, or on school buses.

# **Attachment C**

## **Prevailing Wage Determination**

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

Under G.L. c.71,s7A, DLS is required to set the rate for school bus drivers when the municipal population equals or exceeds 16,000. According to the most recent data published by the U.S. Department of Commerce, Bureau of the Census, the total population for your contract does not equal or exceed 16,000. Therefore, in this case, no rate of pay 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 in accordance with G.L.c. 71, s.7A

THIS IS A SYSTEM-GENERATED EMAIL. PLEASE DO NOT REPLY TO THIS EMAIL. TO CONTACT DLS REGARDING PREVAILING WAGE MATTERS PLEASE CALL: 617.626.6953

**ATTACHMENT D**

**ROSTER OF PROPOSED BUS DRIVERS  
TOWN OF CARLISLE  
20\_-20**

1. Name \_\_\_\_\_  
*Address* \_\_\_\_\_  
*Telephone#* \_\_\_\_\_ *Soc. Sec.#* \_\_\_\_\_ *Lie.#* \_\_\_\_\_

2. Name \_\_\_\_\_  
*Address* \_\_\_\_\_  
*Telephone#* \_\_\_\_\_ *Soc. Sec.#* \_\_\_\_\_ *Lie.#* \_\_\_\_\_

3. Name \_\_\_\_\_  
*Address* \_\_\_\_\_  
*Telephone#* \_\_\_\_\_ *Soc.Sec.#* \_\_\_\_\_ *Lie.#* \_\_\_\_\_

4. Name \_\_\_\_\_  
*Address* \_\_\_\_\_  
*Telephone#* \_\_\_\_\_ *Soc.Sec.#* \_\_\_\_\_ *Lie.#* \_\_\_\_\_

5. Name \_\_\_\_\_  
*Address* \_\_\_\_\_  
*Telephone#* \_\_\_\_\_ *Soc. Sec. #* \_\_\_\_\_ *Lie. #* \_\_\_\_\_

6. Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone# \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ Lie. # \_\_\_\_\_

7. Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone# \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ Lie. # \_\_\_\_\_

8. Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone# \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ Lie. # \_\_\_\_\_

9. Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone# \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ Lie. # \_\_\_\_\_

10. Name .....

Address \_\_\_\_\_

Telephone# \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ Lie. # \_\_\_\_\_

11. Name \_\_\_\_\_

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

**Telephone#** \_\_\_\_\_ **Soc. Sec.#** \_\_\_\_\_ **Lie.#** \_\_\_\_\_

12. Name \_\_\_\_\_

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

**Telephone#** \_\_\_\_\_ **Soc. Sec.#** \_\_\_\_\_ **Lie.#** \_\_\_\_\_

13. Name \_\_\_\_\_

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

**Telephone#** \_\_\_\_\_ **Soc. Sec.#** \_\_\_\_\_ **Lie.#** \_\_\_\_\_

14. Name .....

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

**Telephone#** \_\_\_\_\_ **Soc. Sec. #** \_\_\_\_\_ **Lie. #** \_\_\_\_\_

**Attestation Clause**

I hereby certify that each of the above listed drivers is medically fit and properly licensed to operate a school bus under the laws and regulations of the Commonwealth of Massachusetts. Furthermore, I certify that each driver has tested negatively for drugs, has no criminal record which would preclude contact with school age children, and has a safe driving record with no major "at fault" violations either on record or pending. Additionally, I certify that authorization forms signed by each listed driver allowing the release of this information to the Carlisle School Department are on file and all information is available upon request by the Superintendent of Schools or his/her designee.

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

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

Business Address: .....

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

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

**ATTACHMENT E**

**FUEL ADJUSTMENT CLAUSE**

**BID PROPOSAL FORM**

**CONTRACT PERIOD - JULY 1, 2019 TO JUNE 30, 2022**

This bid is based on a fuel price of \_\_\_\_\_ per gallon and will be hereafter referred to as the "Certified Price". A certified copy of the latest supplier invoice showing gallonage and price must accompany this bid.

If the cost of fuel increases or decreases during the term of this contract in excess of 15% of the Certified Price, the amount of the increase or decrease above or below 15% of the Certified Price above will be paid to the Contractor (increase) or rebated to the Carlisle Public School District (decrease) based on the number of gallons used to transport students as per these specifications. The amount of the adjustment will be calculated in the following manner:

(Total daily route mileage/8) x number of days x increase/decrease per gallon over or under 15% of the Certified Price. Figures should reflect eight (8) miles per gallon based on the difference over or under the Certified Price. Additional cost can only be used when school buses are servicing the requirements of this contract.

The Contractor must forward to the Carlisle Public School District a certified copy of their fuel supplier's invoice for each fuel delivery in which the fuel adjustment clause is in effect. This must be done no later than June 30<sup>th</sup> of each current year.

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

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

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

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

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

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

## ATTACHMENT F

### Company Information Sheet

To: *The Carlisle School Committee*

The undersigned agrees to execute a contract to furnish transportation for the pupils of the Town of Carlisle within ten (10) days after notification of the acceptance of this proposal. Should the undersigned fail to execute such contract, the amount here with enclosed, as bid deposit shall become the property of the Town of Carlisle as liquidated damages.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to the requirements of the specifications.

1. How long has your firm been in the school transportation business under the name indicated below? Years\_\_\_\_\_ If less than five years, please provide an explanation.
2. How many school buses does your firm own? Buses\_\_\_\_ \_  
***N.B. If answer to above question is none,***  
How many buses do your firm lease? Buses\_\_\_\_ \_  
***N.B. If answer to above question is none,***  
How many buses do you propose to buy? Buses\_\_\_\_ \_
3. Are the buses under D.P.U. jurisdiction? \_\_\_\_\_
4. Is your firm involved with current or pending bankruptcy proceedings and/or other current or pending litigation? If yes, attach details.

MAINTENANCE FACILITY:

LOCATION:

STAFFING:

CAPABILITY:

DESCRIPTION: Preventative Maintenance Program



DESCRIPTION: TRAINING AND SAFETY PROGRAMS FOR DRIVERS

OTHER PROGRAMS:

**Signature** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Company** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
**Telephone** \_\_\_\_\_

CERTIFICATE OF CORPORATE BIDDER

\_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as bidder in the attached Bid Form; that \_\_\_\_\_, who signed said Bid Form on behalf of the bidder was then \_\_\_\_\_ of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_

Name of Bidder

\_\_\_\_\_

Address of Bidder

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Title

\_\_\_\_\_

Date

This Certificate shall be completed where Bidder is a Corporation and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another Officer of the Corporation.

## CHECKLIST

### **THE FOLLOWING MUST BE SUBMITTED WITH THE BID**

1. Company information sheet  Yes  No
2. Bid bond/check equal of 5% of three (3) year grand total bid price  Yes  No
3. Certificate of non-collusion and tax compliance certification  Yes  No
4. Evidence of the ability to of obtain a Performance Bond  Yes  No
5. Garage location  Yes  No
6. Description of preventative maintenance programs, maintenance facilities and maintenance, staffing.  Yes  No
7. Resumes of key personnel  Yes  No
8. A copy of drug testing policy and programs.  Yes  No
9. Certificate of Insurance or Proof of insurability  Yes  No
10. Copy of accident record for the past three (3) years.  Yes  No
11. Pending Litigation - Every bidder shall provide a list of every judicial of administrative proceeding relating to the procurement or performance of any public or private transportation contract instituted or concluded adversely against the bidder's company or any subsidiary of the company within the last three (3) years. If none, the bidder will attest to this on company letterhead.  Yes  No
12. List of Equipment (Attachment A)  Yes  No
13. Description of two-way radio system & indication of whether bidder plans to adapt to the current system of install a new system  Yes  No
14. References: legal, financial and operational  Yes  No