

INVITATION FOR BID

STUDENT BUS TRANSPORTATION SERVICES

Bid Opening: **April 1, 2020**
Bids Opened At: **Farmington River Regional School District
555 North Main Road
Otis, MA 01253**

Contact

Eric Jesner
Business Manager
(T) 413-269-4466
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LEGAL NOTICE

The Farmington River Regional School District School Committee is requesting bids for School Bus Transportation Services. Bid opening will be on April 28, 2020 at 11:00 a.m. Sealed bids are due at the Business Office, 555 North Main Road, Otis, MA 01253 by **11:00 A.M. on April 28, 2020**, at which time they will be publicly opened. Bids will be received until 11:00 AM. on **April 28, 2020** by mail or delivered to Farmington River Regional School District, Eric Jesner, Business Manager, 555 North Main Road, PO Box 679, Otis, MA 01253, with the designation "FRRSD School Bus Transportation Services IFB" on the envelope. Farmington River Regional School District reserves the right to reject any and all bids. For questions, information, or bid documents contact Eric Jesner, Business Manager, at ejesner@frrsd.org or at 413-269-4466

Invitation for Bid SCHOOL BUS TRANSPORTATION SERVICES

Key Dates/Times:

Item	Date	Time	Location
Notice	April 1, 2020 April 1, 2020 April 1, 2020		Southern Berkshire Shoppers Guide http://frrsd.org (under District Information – Invitation for Bids) Goods and Services Bulletin
Release of Bid	April 1, 2020	11:00 a.m.	http://frrsd.org (under District Information – Invitation for Bids) or COMMBUYS - https://www.commbuys.com/bs/ or Business Office 555 North Main Road Otis, MA 01253
Questions Due	April 22, 2020	By 4:00 p.m.	Email at ejesner@frrsd.org
Amendments	April 27, 2020	By 4:00 p.m.	http://frrsd.org (under District Information – Invitation for Bids)
Submittal Date	April 28, 2020	Before 11:00 a.m.	Business Office / 555 North Main Road, Otis
Bid Opening	April 28, 2020	11:00 a.m.	Business Office 555 North Main Road Otis, MA
Term	July 1, 2020 - June 30, 2025		

SECTION 1: GENERAL INFORMATION

OVERVIEW

This is an Invitation for Bids (IFB) issued by the Farmington River Regional School District to secure the provision of services for school bus transportation.

Farmington River Regional School District seeks bids for School Bus Transportation Services to be provided to Farmington River Regional School District students. The list of school buildings using transportation services are below:

School	Address	City
Farmington River Elementary	555 North Main Road	Otis, MA 01253
Lee Middle & High School	300 Greylock Street	Lee, MA 01238
Monument Valley Middle School	313 Monument Valley Road	Great Barrington, MA 01230
Monument Mountain High School	600 Stockbridge Road	Great Barrington, MA 01230

BID DOCUMENTS AVAILABLE

Bid documents will be made available beginning **April 01, 2020** at **11AM** by submitting a request for **FRRSD School Bus Transportation Services IFB** and providing the prospective bidder's Contact Person Name, Company Name, Address, City, Zip, phone and fax numbers, and e-mail address through one of the following means:

- A. Farmington River Regional School District website – <https://frrsd.org/district-information/invitation-for-bids/>
- B. COMMBUYS - <https://www.commbuys.com/bs/>
- C. By email to ejesner@frrsd.org
- D. By phone to Eric Jesner at 413-269-4466
- E. In person at Farmington River Regional School District, 555 North Main Road, Otis, MA 01253.
Open M-F 8:00 a.m.-4:00 p.m.

Bid documents will be e-mailed unless delivery via U.S. Mail if specified by the requestor.

QUESTIONS

Direct all questions to Eric Jesner via email at ejesner@frrsd.org. No questions will be accepted beyond April 22, 2020 at 4:00 p.m.

PRE-BID CONFERENCE

There will be no pre-bid conference.

ADDENDA

Any and all such interpretations or modifications for this bid will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Bid or Proposal Form.

Responses to inquiries that affect all bidders will be issued as addenda. Non bidding parties will not be issued addenda without a public records request for the addenda after the addenda is issued and

should not distribute this for use as an official bid document, only Farmington River Regional School District will issue official bid documents.

Written addenda issued by Farmington River Regional School District will be emailed to all parties that Farmington River Regional School District is aware have requested documents using the contact information provided to Farmington River Regional School District. All addenda will be posted by April 24, 2020 by 4:00 p.m. Absence of “failure” messages electronically transmitted from addressee’s site will serve as confirmation of delivery of addenda. Bidders should contact Eric Jesner via e-mail (ejesner@frsd.org) or phone (413-269-4466) if they believe an addendum has not been received. Addenda will also be posted on the Farmington River Regional School District website (<http://frsd.org>) (under District Information – Invitation for Bids) which will be the responsibility of all parties to review.

SECTION 2: HOW TO SUBMIT A BID

A. BID OPENING

Sealed bids will be accepted at **Farmington River Regional School District, Business Office, 555 North Main Road, Otis, MA 01253 until 11:00 AM as read on the clock in the business office on April 28, 2020** and when and where they will be publicly opened and read aloud. Bids will be made available for inspection on-site for a reasonable period of time after all bids are opened.

Unforeseeable Deterrents - If at the time of the scheduled bid opening, the designated site is unavailable due to circumstances beyond the control of the Farmington River Regional School District, the bid opening will be automatically postponed (with or without notice to potential bidders) until 11:00 a.m. at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the bid opening will be formally postponed with notification to all parties provided bid documents by Farmington River Regional School District. Bids will be accepted until any postponement time.

B. BID SUBMITTAL

Bids must be submitted in **sealed envelopes** clearly marked with the following information
FRRSD School Bus Transportation Services IFB
Bid envelopes must contain three (3) copies of all required documents.

Bids must be signed as follows:

- **If the bidder is an individual**, by her/him personally;
- **If the bidder is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
- **If the bidder is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

C. COMPLIANCE WITH IFB

Bidders must comply with all requirements of this IFB in order to be eligible for contract award. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the **FARMINGTON RIVER REGIONAL SCHOOL DISTRICT BASE CONTRACT PRICE SHEET**, the mistake will be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. Farmington River Regional School District may reject or a bidder may withdraw a bid if a mistake is

clearly evident on the face of the School Bus Transportation Services Bid, yet the intended correct bid is not similarly evident.

D. REQUIRED BID DOCUMENTS

The following documents are required to be submitted with each bid submission:

1. Cover Sheet – Appendix A
2. Representations & Certifications of the Vendor – Appendix B
3. Base Contract Price Sheet – Appendix C
4. Roundtrip Field Trip Transportation Price Sheet – Appendix D
5. Other Required Information – Appendix E
6. School Bus Driver Roster – Appendix F
7. Bus Driver Information Sheet – Appendix G
8. Bus Fleet Information Sheet – Appendix H
9. References Form – Appendix I
10. Certificate of Non-Collusion – Appendix J
11. Attestation Statement – Appendix K
12. Certificate of Authority – Appendix L
13. Corporate/Partnership Form – Appendix O

Bidders may be required to further submit the following pertinent information:

- Bidders may be required to submit pertinent information relating to Personnel and facilities, to establish the degree of ability to perform the transportation agreement.
- Accident record for the previous three (3) years prepared by and submitted directly to this office by insurance carrier. (This will be required by lowest bidder within 15 business days after notice of bid acceptance.)
- A balance sheet and a statement of profit and loss prepared and certified by the bidder's certified public accountant reflecting financial status for each of the two (2) preceding fiscal years.
- A bank credit letter or reference.

SECTION 3: PRODUCT AND PERFORMANCE TERMS

A. QUALITY MINIMUM REQUIREMENTS

1. Provide at least three references of companies vendor has been hired for in the past five years.
2. Must include all forms contained in the document with applicable signatures.
3. Must meet all Bidder Requirements, Experience, and goods/services outlined in all sections of this IFB.
4. The bidder has been in the school transportation business under the current name it is submitting as bidder for at least five (5) years operating ten (10) school buses or more per year
5. The bidder has sufficient capital.
6. The bidder has available through ownership, lease or has purchased by bid award duly licensed school buses of the number, type, year and passenger accommodation specified, herein, and that such vehicle will be in the possession of the bidder by August 1, 2020.
7. And that the bidder employs trained and duly licensed drivers to enable it to perform the work to the satisfaction of the Farmington River Regional School District.

B. MODIFICATIONS TO BIDS

A bidder may correct, modify, or withdraw a bid by written notice received by not later than the close of business on the day before the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence, must reference

the original IFB and must be signed by the same person who signed the FARMINGTON RIVER REGIONAL SCHOOL DISTRICT School Bus Transportation Services Base Contract Price Sheet or a surrogate so authorized in writing.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Farmington River Regional School District or fair competition as determined by the Farmington River Regional School District.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Farmington River Regional School District 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.

C. "OR EQUAL"

An item at least equal to one or more that are named or described in the Specifications may be offered by a Bidder.

The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of quality only. An item equal to one or more that are named or described in the Specifications may be offered by a vendor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the use intended, and (3) it conforms substantially to the requirements of the specifications with only minor deviations immaterial to the requirements of the preceding conditions (1) and (2). The name and manufacturer's published product specifications establishing product equality must accompany "Or Equal" Bids. Acceptance of "Or Equal" Bids shall be at the sole discretion of Farmington River Regional School District whose decision shall be final.

D. WARRANTY

Bidder is encouraged to provide warranties where applicable. Final payment by Farmington River Regional School District shall constitute notification to the Vendor of the commencement of the warranty period. In addition to any implied warranties, the Vendor hereby warrants that the Products shall be fit for the intended use and shall be free from defects in and malfunctions arising from workmanship, material and design and shall conform to the requirements of this contract. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the Vendor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. If Farmington River Regional School District shall give the Vendor notice of any defect, deficiency or non-conformance within twelve (12) months from the date of final payment by the Farmington River Regional School District, Vendor shall, at no cost to the district and within a reasonable time, repair or replace all such defective, deficient or non-conforming items. In the event of failure by the Vendor to correct defects in or replace non-conforming goods or services within a reasonable time, Farmington River Regional School District may make such corrections or replace such goods and services and charge the Vendor for the cost incurred by the district thereby.

E. DELIVERY

The delivery time, as stated in the Bid or Proposal Form, shall be the time required to deliver the complete item after the receipt of the order or award of the Contract. The right is reserved to reject any

Bid or Proposal in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/ service is intended.

F. METHOD OF ACQUISITION

All items and materials shall be included in the price of services, including all fuel.

G. INVOICING

Selected Vendors must direct all invoices to:

Farmington River Regional School District
555 North Main Road
PO Box 679
Otis, MA 01253

Farmington River Regional School District is tax-exempt. Sales taxes and finance charges will not be paid.

H. PAYMENT

Payments will be made for all goods/services delivered within 60 days of receipt and acceptance of delivery.

SECTION 4: AWARD AND CONTRACT

A. RULE OF AWARD

An award will be made as follows:

A contract will be awarded to the responsive and responsible bidder offering the lowest total price for all five years of the contract. The school district will award the contract to the bidder who offers the district the most responsive and responsible bid, with the lowest overall cost for the services requested.

The Farmington River Regional School District within ten days of receipt of the acceptable Agreement, signed by the party to whom the agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement.

A signed contract will result from this IFB, and will remain in effect for the contracted work period or until the purpose of the contract is fully realized.

Once bids are awarded, Farmington River Regional School District will determine which, if any, of the Alternates equipment it will require.

Please note that Farmington River Regional School District shall not enter into the contract for transportation services described herein unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend on the availability and appropriation of funds.

Farmington River Regional School District shall issue the Notice to Proceed within ten days of the execution of agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period the time may be extended by mutual agreement between the Farmington River Regional School

District and the bidder. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the Bidder may terminate the Agreement without further liability on the part of either party. The Bidder shall begin the installation process ten days after the receipt of the Notice to Proceed or when the owner has scheduled the installation to occur.

This contract shall be governed by and construed in accordance with Massachusetts Law. The School Committee reserves the right to accept or reject any or all bids whenever the interest of the School District shall require and award the bid to the lowest responsible bidder. The School Committee reserves the right to waive any informality in or to reject any part of or all bids in the best interest of the Farmington River Regional School District.

B. EVALUATION OF BIDS

The Successful bidder will be evaluated on the following:

1. Establishment of credentials: company is a responsible and qualified bidder.
2. Provide school bus transportation as specified in this bid document.
3. Bids must be submitted on the forms provided on a per page basis or as stated on the bid sheet.
4. Total cost of transportation services based on 5 year contract.

C. TIE BREAKER

In the event of a tie, the District will flip a coin assigning “heads” to the bidder whose company name is alphabetically first.

D. TIMEFRAME FOR AWARD

All bid prices submitted in response to this IFB must remain firm for 40 (forty) days following the bid opening or until a contract is executed, whichever occurs first. The time for the award may be extended for up to 45 additional days by mutual agreement between the Farmington River Regional School District and the apparent lowest responsive and responsible bidder.

E. RESERVED RIGHTS

Farmington River Regional School District reserves the right to:

- A. Cancel this IFB at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice. They further reserve the right to waive technicalities and formalities in Bids or Proposals, as well as to accept in whole or in part such Bid or Proposal or Bids or Proposals where they deem it advisable in protection of the best interests of the FARMINGTON RIVER REGIONAL SCHOOL DISTRICT.
- B. Accept or reject, in whole or in part, any and all bids as permitted by law.
- C. Award contracts as it deems best serves the interests of the **Farmington River Regional School District**.
- D. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of **Farmington River Regional School District**, while also being non-prejudicial to the interests of fair competition.

Poor references may be used as a basis for determining that a VENDOR is not a responsible bidder. Farmington River Regional School District can and will act as its own reference.

F. CONTRACT

A signed contract will result from this IFB, and will remain in effect for the contracted work period or until the purpose of the contract is fully realized. While the contract is in effect, the Business Manager acting on behalf of the **Farmington River Regional School District** may continue to place orders for the awarded items at the original bid price. The contract term may be extended an additional two years, if circumstances warrant such an extension.

SECTION 5: BID SUBMISSION REQUIREMENTS

A. PERFORMANCE CAPABILITIES

This contract calls for the furnishing of scheduled bus transportation for all designated school children for the Farmington River Regional School District and includes the furnishing of all services necessary and required, consisting of the following: transportation equipment, fuel, maintenance of equipment, operation, supervision, inspection, registration, licensing, insurance, and conformation to all applicable laws, rules, and regulations of the Federal Government, the Interstate Commerce Commission, the Commonwealth of Massachusetts, Department of Motor Vehicles, Farmington River Regional School District and the Farmington River Regional School District School Committee.

B. EXPERIENCE

Bidders must demonstrate competency in the business of providing student transportation services specified in this IFB by conformance with the following criteria:

1. Provision of the specified goods/and or services is consistent with normal lines of business.
2. Incorporated to do business in Massachusetts.
3. Receive favorable ratings from references.
4. Vendor shall demonstrate that the service offered is the requested specifications.
5. Bidders that do not meet these minimum qualifications will not be considered.

C. REFERENCES

Bidders must provide a list of three references one of which must be a school district, and two customers who have used your School Bus Transportation Services in the past three years. Any omission will be considered grounds to invalidate the proposer's bid. Use the form clearly marked "**REFERENCES**" in **this bid and provides** the following information for each reference.

1. School/Company Name
2. Contact Person
3. Street
4. City, State, Zip
5. Phone Number
6. Email Address
7. Number of Years

Farmington River Regional School District may obtain and review all relevant reference data in its decision making process towards the awarding of the Contract. By providing a bid and list of references, the bidder warrants that the list is complete and by tendering its bid and providing the above list of references, the Bidder hereby authorizes and releases Farmington River Regional School District and the above previously serviced municipality/institution to openly and fully discuss the municipality's /institution's evaluations, opinions or perceptions of Bidders prior performance and reputation, and by

said bid tender and list of municipalities/institutions said Bidder does thereby agree to release indemnify and hold harmless Farmington River Regional School District and the said municipalities/institutions and their agents of and from any and all liability, both at law and in equity, which might arise or be claimed to arise from the providing of information, data, evaluations or opinions relating to the said Bidder or its agents, officers or employees. In the context of this bid the term Bidder shall mean and include any and all other corporations or entities in which any of the Bidders Corporate Officers, Directors, Share Holders, Principal Administrative or Operating Personnel or owners were previously involved or associated with.

D. SUBCONTRACTORS

Proposer must supply a list of sub-contractors used for specialty services.

E. NON-COLLUSION AFFIDAVIT, M.G.L., CH. 30B

Any person submitting a proposal for the sale, lease or provision of equipment, supplies or materials of services to any governmental unit as defined in M.G.L., Ch. 30B shall certify that the bid is made without collusion or fraud with any other person. This certification is to be included with the sealed bid. Failure to submit such statement will result in the bid being disqualified.

F. TELEGRAPHIC/ELECTRONIC BID OR PROPOSAL SUBMITTAL

Telegraphic and/or Bid or Proposal offers sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Bid or Proposal either by air freight, postal service, or other means.

G. CANCELLATION

Either party may cancel the award in the event that a petition either voluntary or involuntary is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

H. PATENT GUARANTEE

Bidder shall, with respect to any device or composition of Bidder's design or Bidder's standard manufacture, indemnify and hold harmless each FARMINGTON RIVER REGIONAL SCHOOL DISTRICT, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Bidder is promptly notified of the all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by FARMINGTON RIVER REGIONAL SCHOOL DISTRICT.

I. TERM

Farmington River Regional School District reserves the right to enter into an annual contract with the selected vendor, renewable, to provide services as described herein. The term of the agreement shall be from July 1, 2020 through June 30, 2025. The days on which transportation is to be furnished shall be as designated and required by the School Committee. This contract is subject to appropriation on a yearly basis.

J. WITHDRAWAL OF BID SUBMISSION

Bids may be withdrawn prior to the time established for the opening of general bids only on written request by email to Eric Jesner at ejesner@frrsd.org or by mail to Eric Jesner, Business Manager, Farmington River Regional School District, 555 North Main Road, PO Box 679, Otis, MA 01253.

K. TERMINATION OF AWARD FOR CAUSE

If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful vendor shall violate any of the covenants, agreements or stipulations of the award, FARMINGTON RIVER REGIONAL SCHOOL DISTRICT shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the Agency, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful vendor shall not be relieved of liability to FARMINGTON RIVER REGIONAL SCHOOL DISTRICT for damage sustained by FARMINGTON RIVER REGIONAL SCHOOL DISTRICT by virtue of breach of the award by the successful vendor and FARMINGTON RIVER REGIONAL SCHOOL DISTRICT may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due FARMINGTON RIVER REGIONAL SCHOOL DISTRICT from the successful vendor is determined.

L. TERMINATION OF AWARD FOR CONVENIENCE

FARMINGTON RIVER REGIONAL SCHOOL DISTRICT may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the award shall at the option of each FARMINGTON RIVER REGIONAL SCHOOL DISTRICT become its property. If the award is terminated by FARMINGTON RIVER REGIONAL SCHOOL DISTRICT as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Bidder, termination of award for cause, relative to termination shall apply.

M. FARMINGTON RIVER REGIONAL SCHOOL DISTRICT is exempt from Town, County, State and Federal/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on your Bid or Proposal. Bidder shall obtain all appropriate tax exemption certificates from FARMINGTON RIVER REGIONAL SCHOOL DISTRICT.

All tax laws must be followed for the sale and purchase of photographs to taxable entities and the contractor is required to collect and make payment for those liabilities.

N. PAYMENT OF TAXES TO THE COMMONWEALTH OF MASSACHUSETTS PURSUANT TO M.G.L., CH. 62C, §49A

No contract may be entered into with any party that has not filed and paid all taxes required under law. This certification is to be included with the sealed bid. Failure to submit a statement of compliance with the statute will result in the bid being disqualified.

O. COMPETITIVENESS AND INTEGRITY

The collective FARMINGTON RIVER REGIONAL SCHOOL DISTRICT have assigned control of this acquisition process FARMINGTON RIVER REGIONAL SCHOOL DISTRICT Business Office identified in the Bid or Proposal Notice of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Bidders are to direct all communications regarding this Bid or Proposal to FARMINGTON RIVER REGIONAL SCHOOL DISTRICT Business Office, unless otherwise specifically noted. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance. FARMINGTON RIVER REGIONAL SCHOOL DISTRICT Business Office may refer communications to other participating FARMINGTON RIVER REGIONAL SCHOOL DISTRICT for clarification.

P. FOB POINT

The FOB point shall in all cases be the destination. If freight is charged to any of the FARMINGTON RIVER REGIONAL SCHOOL DISTRICT, the vendor will prepay and add.

R. RIGHT TO KNOW LEGISLATION, M.G.L., CH. 111F AND 454 CMR 21.06

All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to M.G.L., Ch. 111f, are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, and Boston, MA 02133 for a fee.

Bids may be withdrawn prior to the time established for the opening of general bids only on written request to Eric Jesner, Business Manager, Farmington River Regional School District, 555 North Main Road, PO Box 679, Otis, MA 01253.

SECTION 6 – PRODUCT SPECIFICATIONS

A. BACKGROUND

- Farmington River Regional School District serves the towns of Otis and Sandisfield both located in Southern Berkshire County
- Farmington River Regional School District operates one elementary school located in Otis
- Middle and High school student are transported to Lee Public Schools and Berkshire Hills Regional School District in Great Barrington
- School buildings and their addresses are listed on Page 4 Section 1.
- The school district functions under a School Committee consisting of seven (7) members.
- 232 students Grades PK-12 attend school through Farmington River Regional School District

B. PROJECT DESCRIPTION

Farmington River Regional School District requests the following services for school bus transportation for their students:

School Bus Transportation is needed for four school buildings to and from school for the entire school year from August/September through June. A contract for five years will be awarded to the most responsible and responsive vendor.

Farmington River Elementary offers occasional field trips for elementary students. Students are picked up and dropped off at the elementary school building on prescheduled route to the destination of the field trip.

C. SCOPE OF SERVICES

Farmington River Regional School District is looking for school bus transportation services for all regular day and occasional field trips for elementary students under attached specifications. School bus services will begin on the first day of school in August/September of each school year and end on the last day of school in June

FRRSD School Bus Transportation Services IFB of each school year. Prices shall remain firm for the entire period of the contract with the exception of any additional or reduced buses needed each year as itemized by Farmington River Regional School District. Farmington River Regional School District reserves the right to reject any or all bids and award the bid as may be determined to be in the best interest of the school district.

D. GENERAL SPECIFICATIONS

The basic contract calls for the Contractor to own and operate a minimum of four (4) school vehicles operating for a minimum of 180 school days. The bid should be based on a standard minimum 71 passenger school bus, smaller buses may be used if routes do not require 71 seats. No vehicle shall be used in the execution of the contract which is more than 84 months old at any time during the contract. The School District reserves the right to add busses based on the base rate as awarded. Notification of additional buses will be given no later than June 30th of the preceding school year. The base contract is computed as using the daily rate times 180 days times the number of buses as stated in the Appendix C - Base Contract Price Sheet on Page 36.

E. SPECIFICATIONS

ARTICLE I -DEFINITIONS

TERM	That entire period of time as determined in Article II
FARMINGTON RIVER REGIONAL SCHOOL DISTRICT	Farmington River Regional School District, a Local Education Agency of the Commonwealth of Massachusetts, situated in Berkshire County.
THE SCHOOL COMMITTEE	The duly elected School Committee of Farmington River Regional School District is comprised of seven (7) members, four (4) from the Town of Otis and three (3) from the Town of Sandisfield.
CONTRACTOR	That bidder, whose bid is accepted by Farmington River Regional School District and who has entered into this written contract.
SUPERINTENDENT	The Superintendent of Farmington River Regional School District or his/her designee.
STUDENT	That individual who participates in the school program of Farmington River Regional School District.
DRIVER	That individual designated by the Contractor to operate a vehicle.
VEHICLE	A new or used motor vehicle, whether owned or leased, operated by the Contractor, and used by the Contractor for transportation in accordance with this contract. Said vehicle shall be appropriate for transporting

students under all pertinent rules, regulations and laws, and it shall be the Contractor's duty and obligation to maintain all of the said vehicles and equipment in optimal operating and safety condition during the entire term(s) of this contract and age of said vehicle shall not exceed 84 months.

Unless a contrary intent is otherwise expressed or demonstrated when, hereinafter, used the term "School District " shall include the following terms/concepts: The School Committee, Superintendent and Farmington River Regional School District as defined above.

ARTICLE II- FARMINGTON RIVER REGIONAL SCHOOL DISTRICTS' OPERATIONS

- A. **Pupils** Approximately 200 pupils are currently being transported in the 2019-2020 school year.
- B. The number of pupils given for routes is an approximate number at the time the specifications were drawn up. Changes in the number of children on any route increasing or decreasing the number of buses or new accommodations necessary for safe and convenient service will be adjusted by the contacting parties at the beginning of each school year or at the time such adjustment seems imperative in the interest of proper service.
- C. In the interest of safe and proper service, the Contractor will assist in determining routes, location of stops and counsel in matters relative thereto. After consultation, the Assistant to the Superintendent or designee will set finalized routes. Alteration to the route shall be made only upon the approval of the Assistant to the Superintendent or designee.
- D. Farmington River Regional School District Transportation Coordinator Responsibilities

Farmington River Regional School Districts' Transportation Coordinator is Teresa Dellagiustina. Contact information is as follows

- Email is tdellagiustina@frrsd.org
- Phone numbers are 413-269-4466 x202
- Office Location is Farmington River Regional School District, 555 North Main Road, Otis, MA 01253
- Fax Number is 413-269-7659
- Hours of Operation: 8:00 a.m. – 4:00 p.m.

The Transportation Coordinator is responsible for the management and oversight of regular and special education contracts; bus routing and assignments.

The coordinator works under the supervision of the Business Manager. She is responsible for all functions in the Transportation Office.

Currently, the Transportation Coordinator relies on the bus transportation provider to route and schedule all regular bus transportation for students. The awarded bus vendor will need to provide this service to the district.

Duties include the following:

- i. Coordinate and direct programs and services relating to school bus transportation

- ii. Work cooperatively with professional staff in order to provide an efficient and effective bus support system.
- iii. Assist school administrators with student discipline issues on buses and boarding areas. Report parent, driver or bus company concerns to appropriate building administrator.
- iv. Establish morning and afternoon regular day bus schedules each year and revise schedule during the year when necessary.
- v. Establish preliminary bus routes and stops with input from contractor.
- vi. Represent the Farmington River Regional School District in matters and at meetings concerning transportation
- vii. Maintain adequate, accurate and up-to-date records of schedules, routes, stops, student assignments, accident reports, school bus records and project transportation requirements.
- viii. Ensure that in-service training programs are conducted on a periodic basis for personnel involved in transportation.
- ix. Investigate and report all accidents related to school bus transportation.
- x. Prepare all reports concerning transportation, including state reports.
- xi. Implement a comprehensive program of public relations.
- xii. Establish with appropriate companies the schedules and routes for students with special needs.
- xxi. Design/Implement Registration Process for all transportation students

E. SCHOOL INFORMATION AND SCHEDULING

School addresses and hours under contract for transportation are:

High School and Middle Schools School Times

School	Address	Regular Hours	Student Arrival By	Student Departure By	Release Day Hours	Student Departure By
Lee Middle & High School	300 Greylock Street, Lee	8:00-2:30	7:40	2:40	11:30	11:40
Monument Valley Middle	313 Monument Valley Rd, Great Barrington	8:00-2:45	7:40	2:55	11:30	11:40
Monument Mountain High	600 Stockbridge Rd, Great Barrington	8:00-2:45	7:40	2:55	11:30	11:40

Farmington River Elementary School

School	Address	Regular Hours	Student Arrival By	Student Departure By	Release Day Hours	Student Departure By
Farmington River Elementary	555 North Main Road, Otis	8:45-2:55	8:35	3:00	11:45	11:50

Schools starts and dismisses at the above listed times. We expect students to arrive at least 10 minutes before their first scheduled class and be ready for dismissal pickup 10 minutes after the dismissal of their last class. The School District reserves the right to stagger or change the starting and/or closing times of schools at no additional cost.

ARTICLE III- TRANSPORTATION ROUTE INFORMATION

a. ROUTING AND SCHEDULING

- i. All instructions to the contractor(s) relating to routing, scheduling, bus stops, start times and other transportation issues shall be enacted through the Assistant to the Superintendent, 555 North Main Road, Otis, Massachusetts or designee. Stops for each bus will be determined and stated to successful bidder/bidders on or before July 15th of each year. Stops are subject to change at the discretion of Farmington River Regional School District, as required by distribution of pupils.
- ii. All bus stops are designed to load and unload students on the right hand side of the street preventing students from crossing major roads. The District will designate stops where students must cross. The Contractor is expected to assist in removing from bus routes all crossings that do not load and unload students on the right hand side of the street. (See **FRRSD Current Bus Routes – Pages 30**)
- iii. Transportation routes may be amended, added or discontinued at the option of the School Committee or its authorized representatives with changes to be implemented within two (2) days of receipt of written notification. Failure to comply may result in the contractor(s) being penalized at the per diem rate per incident until compliance.
- iv. Routes should be checked periodically by both parties to make sure unauthorized changes have not occurred. List of routes are listed on Page 30.
- v. 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. Buses will operate on an established schedule to avoid early and/or late arrival times at bus stops and schools
- vi. The schedule of route operation shall be maintained in such a manner that school children awaiting bus arrival shall not be required to wait longer than ten (10) minutes beyond the time of the schedule of the stop. The bus shall not delay at a bus stop longer than necessary for school children to board the bus. Delay at bus stops to permit the boarding of school children not present during the time the bus is being loaded shall not be permitted.

b. CURRENT ROUTE EXPECTATIONS

- i. A trial run and time study of each route, in the type of bus that will be used on the actual route, shall be performed prior to August 20th of school each year. Dry runs should be reviewed with the Transportation Coordinator and Contractor Dispatcher to correct any mistakes, time discrepancies, or hazards before students are transported. When a new driver is assigned to a route, he or she should also perform a dry run before transporting students.
- ii. A Route Information Folder detailing the specific route is required on all buses at all times.
- iii. Any buses used for school field trips that are assigned to regular routes must be back no later than 2:00 p.m. to accommodate p.m. dismissal times. Buses not assigned to regular routes must return no later than 15 minutes before dismissal time or determined by school request or bus order form.
- iv. Occasionally schools may close early. The Contractor will be informed in advance of any early release days. This will result in no additional charges to the District.
- v. Farmington River Regional School District may implement their delayed opening of school policy during periods of inclement weather. The Contractor will provide bus service under these conditions at no additional cost to the Farmington River Regional School District.
- vi. The mileage figures in these specifications provided are approximate. The School Committee, however, assumes no responsibility for their accuracy or for errors resulting from their use. It is expected that the bidders will take their own measurements of route mileage. All mileage

- charged for field and or athletic trips shall be computed by using Google Maps. Mileage shall be computed from the School of origination (pick up) to the destination and back to the School of origination.
- vii. The Contractor shall be solely responsible for any and all costs incurred in achieving and ensuring compliance with the Contractor's transportation obligations.
 - viii. Each and every failure by the Contractor to maintain the schedule as herein provided shall be a breach of the Contract and shall be subject the Contractor to an assessment of liquidated damages.
 - ix. Repeated breaches as heretofore described which are found to be in the opinion of the Superintendent the cause of undue disruption to the students, shall constitute a material breach of the Contract and shall forthwith terminate the Contract upon such finding and shall further subject the Contractor to an assessment of liquidated damages as hereafter provided.
 - x. The imposition/exaction of liquidated damages shall not preclude the School District from any of its other remedies and damages, either at law or in equity, including claims under and against performance bonds or insurance nor shall it preclude initiation of contract, tort or other legal actions and the award of additional damages there under.

ARTICLE IV- BUS DRIVER EXPECTATIONS

1. Under the terms of this contract, the Contractor agrees to comply with the rules, regulations, and requirements of Chapter 90, Section 8A, General Laws of Massachusetts, and amendments thereto, in respect to the licensing of school bus operators, which statutes indicate in part the “Applications for a license to be a school bus operator may be made by any person who shall have attained the age of 21 years and who shall have been a duly licensed motor vehicle operator for a period of three continuous years prior to his application; but before such a person shall be so licensed, the Registrar shall be satisfied that he is of good moral character and has successfully completed a driving performance test and visual test”.
2. The Contractor shall be responsible for terminating any employee found guilty of or convicted of using or selling any illegal controlled substance. A written report of all terminations by the Contractor shall be sent to the School District in writing within 24 hours.
3. The Contractor further agrees that they will provide mature and responsible operators, who are well trained, competent, careful, physically able, and courteous as drivers for all school buses.
4. The Contractor must attest that all drivers are of good moral character and fit to work with children of school age. If at any time the Farmington River Regional School District School Committee or its Executive Agent shall determine that any operator does not conform to the foregoing listed qualifications, that he will replace said operator with one who fulfills the required qualifications. The School Committee reserves the right to investigate at any time through the Criminal History System Board criminal offender record information and the Sexual Offender Registry Information (SORI) regarding school bus drivers or potential school bus drivers.
5. Prior to August 1st each year of the contract, a School Bus Driver Roster (Appendix F on Page 39) of all bus drivers must be submitted to the Assistant to the Superintendent, showing evidence that each driver meets all of the physical requirements required by the Registrar and evidenced by a physical examination conducted by a qualified physician and shall include a chest x-ray as required by law. Provision of said examinations is the responsibility of the Contractor. In addition, each driver’s Commercial License expiration date and date of last school bus driver certification should be provided with this roster.
6. **Vendor Employee CORI Information:** The Contractor who is awarded the bid shall send all bus drivers providing transportation to Farmington River Regional School District students to the Farmington River Regional School District Assistant to the Superintendent’s Office to complete CORI/SORI form one month prior to the beginning of the school year. Any vendor employee

who is not CORI checked one month before the beginning of the school year will not be allowed to drive any FARMINGTON RIVER REGIONAL SCHOOL DISTRICT students to and from school or any activity events run by FARMINGTON RIVER REGIONAL SCHOOL DISTRICT. The School Committee reserves the right to disapprove any driver for reasonable cause.

7. **Vendor Employee Fingerprinting:** The State of Massachusetts requires every staff person and vendor who will be working with students to have a background check and fingerprint-based criminal background check before working with students. Under the new law, all public and private schools in Massachusetts are required to obtain a background check and state and national fingerprint-based criminal background checks for the purpose of determining the suitability of prospective employees of the bus company that may have direct and unmonitored contact with children. Fingerprinting results must be submitted from the fingerprinting office to the Farmington River Regional School District Assistant to the Superintendent At 555 North Main Road, Otis, MA 01253. Contact person District is Teresa Dellagiustina at tdellagiustina@frsd.org or by phone at 413-269-4466 x202.
8. All newly hired drivers must comply with the above before starting a new route. If at any time the Contractor deems it necessary to assign a new driver for any bus, the Farmington River Regional School District's Transportation Coordinator must be notified as soon as possible with an indication that the new driver meets all of the qualifications stated above.
9. The successful bidder/bidders shall furnish to the Farmington River Regional School District a Bus Driver Information Sheet (Appendix G on Page 39) detailing each driver's name, , bus number, assigned route, along with their accident record for the past three (3) years, no later than August 15th each year of the contract. Said roster of bus drivers shall have the final approval of the School Committee and/or the Superintendent. Failure to submit will result in payment being withheld until received.
10. Each bus company shall provide Farmington River Regional School District with drivers and buses for State-required emergency bus evacuation drills, yearly.
11. Drivers employed by the successful bidder are to be thoroughly taught their respective routes in order to insure a smooth operation, especially on the opening day of school.
12. Same driver will be assigned to both morning and afternoon routes.
13. Regularly used buses and drivers cannot be used for field trips unless they return no later than 2:00 p.m.
14. The District Superintendent will have complete authority in matters pertaining to school transportation under the purview of this contract.
15. Violations by a driver of state school bus transportation regulations, rules and regulations of the School Committee, and/or the General Laws of Massachusetts will subject said driver to dismissal by the Farmington River Regional School District School Committee upon recommendation of its' Superintendent. A driver's continued employment by the company or contractor, however, remains at said company's or contractor's discretion.
16. Substitute Drivers shall be pre-qualified, subject to CORI and SORI requirement, for the routes driven, to the maximum extent possible, at no extra cost to the School District. This means that the Contractor shall operate with an available reserve of "qualified" substitute drivers. Such qualification shall be in effect as for regular drivers including being familiar with the route(s) to be driven and knowing the roads and their conditions over the course of the route (s) to be driven. Substitute drivers shall be familiar with CURRENT bus routes, school locations and starting times and the District road system. Drivers may not change routes without the authorization of the contractor, who is directed by the Superintendent or designee.
17. Bus radios and company or personal cell phones shall be turned to vibrate while students are on board.

18. MEDICAL CIVIL RIGHTS

Medical concerns on routes – Bidders need to be aware that regulations may be forthcoming that will require drivers to administer medical attention to students. The District will work with the successful bidder in implementing these regulations in a manner that is mutually agreeable. If driver training is required and Farmington River Regional School District has certified staff available, training will be provided at no cost to the driver or contractor.

Each bus company is required to provide in-service training (Chapter 766, Section 504) for all drivers. Records of all training must be submitted to the Assistant to the Superintendents' office, yearly on or before October 30.

- EPI-Pen Training
- Life Threatening Allergies

The above training can be provided by Farmington River Regional School District but must be completed prior to the start of each school year. The Contractor will work with the Transportation Coordinator if Contractor would like to schedule training in any of the above in-service trainings.

The Farmington River Regional School District will offer to our contracted bus drivers the opportunity for LIFE THREATENING ALLERGIES-awareness training annually, and will encourage their participation.

It is assumed that should medical training be required; it will be incorporated as part of the Safety Training requirement hours budgeted by the contractor.

19. ACCIDENT REPORTING

The contractor shall agree to make detailed written reports to the Business Office, 555 North Main Road, PO Box 679 Otis, MA, within twenty-four (24) hours of any accident involving a school bus while operating for the school district. The company shall notify the Office of the Assistant to the Superintendent immediately by phone of any accident. This shall include youngsters who are hurt on or by a school bus, regardless of the cause.

20. INDIVIDUAL DRIVER'S RESPONSIBILITIES

General Responsibilities

- a. Drivers shall not be permitted to carry any person while carrying pupils unless authorized by the Assistant to the Superintendent, excluding field trips. This includes children and other relatives including grandchildren who attend Farmington River Regional School District and are not registered for the bus.
- b. Drivers will dress in a professional manner. Drivers shall present themselves to our schools and to our community in a manner that is appropriate while working with school children. These standards are based upon the need to provide and promote a safe, clean, positive image of the student transportation program.
- c. Under normal circumstances, all drivers should wear long pants. Short pants, if worn, will meet the fingertip length standard.
- d. Inappropriate attire is defined as, but not limited to: halter tops; midriff tops; miniskirts which do not meet the fingertip length standard; T-shirts with offensive slogans; pictures which advertise products or display messages that are inappropriate for the school setting (i.e. clothing with logos for alcoholic beverages or tobacco products); beach costumes; see-through or mesh clothing; ragged, torn or dirty clothing; and shower shoes (flip flops).

- e. Appropriate foot ware: Soled shoes which provide full foot coverage. Sandal shoes which provide full foot coverage.
- f. Drivers will, at all times, be courteous and exemplary in speech, and actions at all times.
- g. There will be no smoking on the vehicles at any time.
- h. Drivers will not leave a bus unattended when children are in a bus. In an emergency, the driver's first concern must be for the safety of the children.
- i. Each driver must be drug tested in compliance with U.S. Department of Transportation, Federal Highway Administration, Motor Carrier Safety Regulations, 49 CFR 391.81 et seg. N.B. Subpart H "Controlled Substance Testing". For the purposes of this contract, no driver is exempt from the testing.
- j. Each driver shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the vehicle unattended at any time while it is occupied.
- k. It shall be the responsibility of each driver to assure that the safety of a student is not jeopardized during boarding and disembarking. The vehicle shall remain stationary with flashing lights in operation until the students have crossed the street in the direction of their homes.
- l. Whenever possible buses will not be left idling
- m. Buses shall not exceed a speed of 15 miles per hour on school grounds. The School Committee reserves the right of prohibiting a driver from driving on school grounds for violation of this provision.
- n. Buses must not be allowed to pass other buses that are in the process of loading and unloading students on school grounds or at any other time.
- o. Drivers and/or Contractors shall provide conduct reports on any student or parent causing disruption on the bus or relating to the bus to the Transportation Coordinator within 24 hours of an incident.
- p. Due to severe allergies of many students, offering food (including any type of candy or gum) or beverage by the bus driver to students at any time is strictly prohibited.
- q. Maintain and reinforce policy of no eating and/or drinking at any time on school buses.
- r. School bus drivers will familiarize themselves with the list provided of all students on his/her bus with life threatening allergies.
- s. Drivers will contact their dispatcher immediately either by cell phone or other mean of communication in all cases of medical emergencies.

ARTICLE V- EQUIPMENT

1. The School Committee estimates that a minimum of four (4) full size school buses (seating capacity – 71 passengers) will be needed on a daily basis for the transportation of Farmington River students to and from school. In addition, one (1) 71 passenger bus must be available as spare buses. The buses will provide the regular transportation to and from school.
2. During the hours of operation, one (1) spare buses and drivers will be located at the garage in order to provide a timely response if needed. All spare buses will meet all requirements as prescribed in these specifications for regular route vehicles. Any school bus used to replace a breakdown must be able to reach the point of breakdown within twenty (20) minutes of notification. Failure to comply within this timeframe may result in a penalty per diem rate per incident.
3. All buses must be available when there is a time change in the dismissal of schools within the District.
4. The number of vehicles may be changed at any time by the Farmington River Regional School District. The hours may change. The four hours are determined from the time of first student

pick-up to drop-off at school on incoming trips, and from time of departure from school to time of last student drop-off on homeward.

5. If at any time during the term of the contract additional buses or fewer buses are required, the contractor will provide or delete buses at the rate equal to the amount of his original awarded bid price. The School Committee reserves the right to increase or decrease the number of buses upon written notice to the successful bidder(s) and to alter or modify any transportation schedule as its discretion. If the contractor does not comply within two (2) days after receipt of written notification, he may be penalized at the per diem rate until compliant. Spare buses may be utilized during the first thirty (30) days after written notification.
6. All vehicles shall be owned and/or leased and operated by the successful bidder/bidders. The name of the owner/operator may be clearly displayed on the outside of the vehicle. The District does not require its name to be on the side of the buses. The operator information must be visible to all drivers.
7. Each bus shall display prominently the route number, as assigned by the Farmington River Regional School District, printed in black, at least **six inches high**, located on the front, rear, and both sides of the vehicle.
8. All buses shall be constructed, equipped and maintained in conformance with all applicable laws, regulations, standards and rules of the Federal Government and the Registry of Motor Vehicles. The attention of all concerned is particularly directed to the following sections of Chapter 90 of the General Laws of the Commonwealth of Massachusetts.
 - a. Section 1: Definitions
 - b. Section 1A: School Bus Registration
 - c. Section 7A: Inspection of School Buses
 - d. Section 7B: Requirements as to Equipment and Operation of School Buses
 - e. Section 7C: Registrar may establish standards for construction, etc. of School Buses
 - f. Section 14: Precautions for Safety
 - g. Section 17: Speed limit in operation of School Buses
9. **Added Equipment:**
 - a. Stop arms (22" octagonal) shall be provided on all buses used under the contract.
 - b. Front Swing Arms shall be installed on all vehicles. (Similar to Transpec Safety Cross, Model 4000)
 - c. All buses shall have a minimum of 28" high seat backs.
 - d. The minimum number of mirrors required on the buses shall be in accordance with Chapter 248 of the Acts of 1986.
 - e. All buses shall be factory equipped with retractable seat belts as per applicable Federal and State standards including Chapter 364, Part A, Acts of 1986 or as promulgated by Federal or State authorities in the future.
10. Each vehicle used in the contract shall not have more than 100,000 miles on its odometer at any time during the life of the contract.
11. There shall be no buses used in the performance of this contract over seven (7) years old. Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar and subtracting the model year.
12. Buses furnished must comply with the General Laws of the Commonwealth of Massachusetts and the rules and regulations of the Registry of Motor Vehicles relating to the transportation of public school children.
13. The Contractor shall see that all buses are kept at all times in a condition of cleanliness, interior and exterior, satisfactory to the Assistant to the Superintendent or designee.
14. The Contractor agrees to keep all buses in good working condition, and to furnish all necessary fuel, oil, grease, tires, maintenance and repairs through the period of this contract.
15. The School Committee reserves the right to reject any vehicle deemed unacceptable.

16. The contractor shall allow School District representatives proper access to garage and buses for the purpose of criticism and inspection and shall provide facilities for such inspection. No buses which have been disapproved by the School District shall be used in the work. The Contractor shall replace such buses which in the sole opinion of the School District are unsuitable or not in conformity with the contract or specifications. The opinion of the School District shall be final in this matter.
17. Bidder must submit with bid data and updated documentation identifying and detailing composition of bus fleet to be used by August 1ST of each contract year on the form provided (See Appendix H – Bus Fleet Information Sheet – Page 39). This list will state the make, model, year of manufacture, mileage and seating capacity of all vehicles to be used for Farmington River's student transportation. Any additions or deletions to this list must be approved by the Assistant to the Superintendent or designee.
18. All school buses shall be equipped with working cellular telephones or two-way radios providing communication at all times with a dispatcher. A list of cellular telephone numbers by bus number must be provided to Farmington River Regional School District, office of the Assistant to the Superintendent with the bid and by August 15th of each contract year on the form provided.
19. The Contractor will agree to allow installation of live GPS services on all vehicles for mutually agreed upon use to track performance under this contract, if they do not already exist. The pricing and funding will be determined jointly with the school district and be separate from the per diem bus cost.
20. The successful bidder/bidders agrees that all buses will be equipped with functional heaters and provided with proper ventilation, kept at all times thoroughly clean, that all laws of the Commonwealth of Massachusetts relating to bonds, insurance, inspection by the Department of Public Utilities and the Registry of Motor Vehicles and that all requirements of Chapter 90 and/or Chapter 159A and the laws of the Commonwealth of Massachusetts concerning the safe transportation of children shall be rigidly adhered to. The successful bidder/bidders agree/s to furnish the School Committee with all reports of inspection made by the Department of Public Utilities and the Registry of Motor Vehicles as the School Committee shall order and/or in accordance with statutory requirements.
21. Each bus will be equipped with a mounted video monitoring system which will house at least three video cameras. Each bus company is required to have video camera for every bus under contract. Warning signs must be posted on all buses.
22. In all cases, tolls, parking fees and bus expenses will be paid by the successful bidder/bidders.
23. Bidders must remember that Page 23 includes alternate equipment.

ARTICLE VI – ADD ALTERNATES

1. Alternate Vehicles –Other Vehicles

Providing binding offers/commitments to provide various forms and formulae for transportation services as alternates to the Contract which may or may not be implemented by the District (i.e. successful Bidder/Contractor may be required to perform at the offered price), at its sole choice and discretion, upon such notice as the District deems appropriate (so long as such notice is not less than twelve (12) hours).

2. Alternate Vehicles – Field Trip Transportation

All invoices for Field Trips shall be separate and must include: Originator; Date of Service; Number of Buses; Starting Point, destination and FRRSD contact person and telephone, total mileage, rates and cost, total waiting time, rate and cost; driver's name and number; and total bill.

3. Alternate Equipment

- a. **Stop Arm Camera:** Farmington River Regional School District may require the installation of Stop Arm Camera's with video feed going to the Transportation Coordinator without restriction. The Contractor Bus Driver shall report all violations to the district and the RMV as required by contract and public law. Contractors must designate that they agree to allow for this equipment to be installed on their equipment. The pricing and funding of equipment will be determined jointly with the School District and be separate from the per diem bus cost. Contractors may install described equipment without permission of the school district, however, use of data and information shall be shared with the district upon request.
- b. **GPS Monitoring:** Farmington River Regional School District may require the installation of GPS based monitoring equipment used to monitor but not be limited to the following: Bus travel on district authorized routes and timing of routes. Contractors must designate that they agree to allow for this equipment to be installed on their vehicles. The pricing and funding of equipment will be determined jointly with the School District and be separate from the per diem bus cost. The Contractor will agree to install GPS services on all vehicles for mutually agreed upon use to track performance under this contract, if they do not already exist (please indicate on Appendix H – Page 39). Contractors may install described equipment without permission of the school district, however, use of data and information shall be shared with the district upon request.
- c. Flexible lab shoulder seat belts would be required if state mandated.

ARTICLE VII - CONTRACTOR'S RESPONSIBILITIES

1. GENERAL RESPONSIBILITIES

- a. An emergency telephone number is to be provided for reaching the contractor in the event of inclement weather or other reasons for closing schools. The Superintendent or his authorized agent shall notify the contractor no later than 6:00 a.m. on the day in question. In the absence of such notifications, school shall be considered open and the contractor paid for a day's use of their vehicles.
- b. The successful bidder(s) will maintain fax machine in their offices and will maintain email accounts that the School District staff may use for communication. Email to and from school district employees regarding aspects of any part of this contract is deemed public information and subject to the Public Records Laws. The Contractor should familiarize itself with Massachusetts Public Records Law as it relates to email.
- c. The successful bidder/bidders agree to maintain an accurate master clock in the base of operations and will ensure that each driver will have and will use a dependable timepiece that is to be set at regular intervals.

2. DISPATCHER

- a. The successful bidder(s) agrees to furnish an operations manager/dispatcher, to be readily available to work with School District personnel on all school bus transportation matters. This person shall be assigned to coordinate transportation arrangements under the Farmington River Regional School District contract, and to carry out the instructions submitted by the School District Designee. This contact person shall be reachable at all times, during School District normal hours of operation (between the hours of 7:30 a.m. through 4:30 p.m.); assist in annual school bus routing, routing changes, and special transportation arrangements due to unforeseen circumstances. The successful bidder(s) shall work with representatives of the Farmington River Regional School District whenever and as often as they are to do so, assisting in matters pertaining to school bus transportation in which contract vehicles and/or personnel are involved.

- b. The successful bidder/bidders or designee will be required to work with representatives of the Farmington River Regional School District during the summer to set up routes and stops.
- c. The Assistant to the Superintendent reserves the right to require a replacement Operations Manager/Dispatcher in the event of poor performance. Poor performance may include but not limited to inadequate customer relations skills or lack of management skills.
- d. Contractor may not change/remove dispatcher without agreement from the Assistant to the Superintendent. Contractor must notify Assistant to the Superintendent of all staffing changes that support the execution of this contract.

3. CONTRACTOR

- a. The Contractor shall be a company with a minimum of five (5) years' experience providing school bus transportation.
- b. The Contractor shall not have defaulted on any contract within three (3) years prior to the bid date.
- c. The Contractor shall maintain a permanent place of business.
- d. The Contractor shall have adequate personnel and equipment to fulfill the requirements of this contract.
- e. The Contractor shall have suitable financial status to meet obligations incident to the work.
- f. The Contractor shall be registered with the Secretary of State of the Commonwealth of Massachusetts to do business in Massachusetts.
- g. The Contractor shall not have failed to perform satisfactorily on contracts of similar nature.
- h. The Contractor shall not have failed to complete previous contracts on time.
- i. The Bidder will provide a summary outlining experience and financial ability to perform contract.
- j. The Contractor shall submit with the bid the following minimum information to assist the Farmington River Regional School District with evaluation of bids:
 - i. Appendix R – Corporate/Partnership Form with Name, title, residence of parties interested in the proposed contract. If a corporation, where incorporated. (Appendix O – Page 46)
 - ii. Number of years engaged in the business of School Bus Transportation.
- k. Farmington River Regional School District requires the submission of a list of references for which the Contractor conducts or has provided school bus transportation services for other public or private schools within the past five years. (Appendix I – Page 40)
- l. Farmington River Regional School District reserves the right to reject any bid if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the Contract and to provide the services herein. Conditional or qualified bids will not be accepted.

ARTICLE VIII -QUALITY REQUIREMENTS

1. INSURANCE

- a. The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.
- b. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability in the amount of \$500,000/\$500,000/\$500,000.

- c. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability.
- d. Automobile Liability Insurance – combined single limit of \$1,000,000.
- e. Excess Liability Insurance - \$5,000,000 each occurrence and \$5,000,000 aggregate, which shall be following form, providing coverage over automobile liability insurance.
- f. Additional Insureds – Each policy of liability insurance other than Employer’s Liability under Workers’ Compensation shall name the Farmington River Regional School District and its officers, employees, boards, commissions and committees as additional insureds.
- g. Cancellation or Amendment – Each policy of insurance, and the certificate or other evidence thereof, required to be purchased and maintained by the Contractor shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially amended and no renewal will be refused until at least thirty (30) days’ prior written notice has been given to the Farmington River School Committee.
- h. Five (5) copies of certificates evidencing such insurance shall be furnished to the District prior to execution of this Contract. Within 15 business days after notice of acceptance of bid is given or mailed by the School Committee to the successful bidder, the Contractor shall deposit with the Assistant to the Superintendent certificates from the insurer to the effect that the insurance policies required herein have been issued to the Contractor. The certificates must be on a form satisfactory to the Assistant to the Superintendent.
- i. Failure to Provide and Maintain Insurance – Failure to promptly provide and continue in force such insurance shall constitute a material breach of the Contract and shall be grounds for immediate termination thereof by and in the sole discretion of the Farmington River School Committee.
- j. The Contractor must file with the Assistant to the Superintendent a Certificate of Insurance, which shows compliance with these specifications annually on or before August 1 of each year, during the life of this contract.
- k. The Contractor shall indemnify and save harmless the District, and all of its officers, agents, and employees from all suits, actions or claims of any character.

2. AUTHORITY FOR ADJUSTMENTS

- a. Unless an emergency exists, the Superintendent or his representative may cancel a scheduled trip by notifying the Contractor orally or in writing between 6:00 and 7:00 a.m. for early morning trips and 2 (two) hours prior for later day trips on the day on which the particular trip was to originate at the Contractor’s place of garaging.
- b. The Superintendent or their representative reserves the rights to modify, revise, swap or dissolve the bus routes and/or individual bus trips described herein at any time during the life of the contract. Further, the School Committee reserves the right to make revisions in the number of bus routes, or the number of vehicles required to service the bus routes, or both, at any time during the life of the contract.
- c. The Contractor shall furnish, at the prices specified, such additional buses as may be ordered in writing by the Assistant Superintendent.
- d. Based on the total cost of the bid, the District may negotiate mutually agreeable payment modifications to meet appropriation levels prior to the start of this contract.

3. REMEDIES OF SCHOOL COMMITTEE

- a. If the Contractor fails to perform services or perform services in a manner which is not pursuant to the terms and conditions of this contract, the School Committee may make any reasonable purchase or contract to purchase services in substitution from service due from the Contractor, and may deduct the cost of any substitute contract, or the damages

sustained by the School Committee due to non-performance or non-conformance of services, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due.

- b. If damages sustained by the School Committee as determined by the Superintendent exceed sums due or become due, the Contractor shall pay the difference to the School Committee upon demand.
- c. The Contractor shall not be liable for any damages sustained by the School Committee due to the Contractor's failure to perform services under the terms of this contract, if such failure is in fact caused by the occurrence of a contingency the non-occurrence of which was a basic assumption under which this contract was made, including but not necessarily limited to, a state of war, act of enemies, embargoes, appropriation or confiscation of facilities used by the Contractor, and labor strike, or by compliance with any federal, state, or municipal government regulation or order, provided that the Contractor has notified the Superintendent in writing of such cause within three days of its occurrence.
- d. The Contractor agrees that if it is determined at any time by the Superintendent that the Contractor has substantially violated any of the provisions of this contract, the Superintendent shall, after having given the Contractor a hearing, terminate this contract any time. Determination may be based on default in performance, nonconformity of performance, deficiency excused by failure or pre-supposed conditions, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or a general assignment for the benefits of the Contractor's creditors impairs the value of service under this contract.
- e. The Committee reserves the right to amend this contract or any part thereof, from time to time, upon giving five days notice to the Contractor (in writing) except that there will be no amendment decreasing compensation to the Contractor without his consent (except in bus reduction).
- f. Each instance that a bus transporting children to school arrives at school after the scheduled time noted in the School Information and Scheduling Section on Pages 17 shall be considered a late arrival. Written notification of a late arrival will be available at the Transportation Office for pickup daily by the Contractor. A bus will not be charged with a late arrival if the Farmington River Regional School District determines, upon receipt of a written report from the Contractor, that the lateness is due to problems beyond the Contractor's control. If the Contractor fails to reply in writing to the notice by the next school day, the Contractor shall automatically be charged with the late arrival. A bus shall not be charged with more than one (1) late arrival per shift.

If a bus has more than two (2) late arrivals during a period of five (5) consecutive school days, or more than four (4) late arrivals during a period of twenty (20) consecutive school days, the FRRSD Transportation Office reserves the right to deduct from the payments due the Contractor one-half the charge for the total daily service provided by that bus for each late arrival in excess of two (2) in the course of five (5) consecutive days, or for each late arrival in excess of four (4) in the course of twenty (20) consecutive school days. If a bus has more than five (5) late arrivals in a period of twenty (20) consecutive school days, the FRRSD Transportation Office reserves the right to deduct from payments due the Contractor the full charge for the total daily service provided by that

bus for each late arrival in excess of five (5) in the course of twenty (20) consecutive school days and require the Contractor to submit a remedial plan.

Buses must begin their morning and afternoon routes on time in order to meet schedules noted in School Information and Scheduling Section on Pages 16. In the event that buses are not at the designated routes on time, liquidated damages in the amount of triple (3) the cost of the route will be assessed against the vendor. The Superintendent of Schools has the final authority in determining when the assessment should be levied.

- g. The Contractor 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.

4. LAWS AND PUBLIC POLICY

- a. This Contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause, which does not conform to such laws, shall be void, and such laws shall be operative in lieu of such clause.
- b. The Contractor shall keep itself fully informed of and agree to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the services embraced in this contract.
- c. The Contractor shall procure all applicable permits, licenses, and approval necessary for the performance of services under this contract at contract expense.

5. GENERAL INFORMATION

- a. The School District does not guarantee continuation of any or all routes or schedules, or those new students will not be added to the routes, schedules, etc.
- b. The Bidder is responsible for determining the accuracy of any estimate or information provided by Farmington River Regional School District in which it uses to formulate its bid for transportation services and acknowledges that it has had the opportunity to investigate the same.
- c. In submitting a bid, the Bidder acknowledges that such information and estimates do not constitute a representation, guarantee or warranty of accuracy and failure to secure and investigate the accuracy of such estimates and information relied upon by any Bidder shall in no way relieve any Bidder from any obligation in respect to their bid. Furthermore, the Bidder thereby releases Farmington River Regional School District of any and all claims, demands, suits, and causes of action, arbitration or disputes whatsoever arising out of or relating to such estimates and/or information.
- d. Bidders shall give a unit price (cost of bus per day) for transportation services as detailed herein and in the Specifications for the entire time of performance under the contract.
- e. A performance bond in the sum of one third (1/3) of the total annual contract price may be required of the successful bidder/bidders within ten (10) days of awarding the contract. This performance bond will be used as and constitute liquidated damages in the event the bidder cannot furnish the services specified or does not comply with the conditions specified and will enable the School Committee to provide services while securing another contractor. The assessment or non-assessment of daily penalties for failure to perform as set forth in the contract, shall not in any way limit the School Committee's ability to use the performance bond as stated above.

- f. The Bidder shall demonstrate that it has successfully provided school bus transportation over three (3) of the last five (5) years for municipalities or other educational institutions. Experience may include prior experience as an owner or principal operator of a company other than the bidder.
- g. Liability for the contractor's personnel while in the performance of duty under this contract shall be the responsibility of the contractor. The School Committee shall not be held liable for any personnel in the employ of the contractor.
- h. In the event of a strike or any other reason causing the interruption of services or operations, the School Committee has the right after notification in writing to secure such other transportation as may be necessary and charge the cost of same to the account of the contractor. If other transportation is not secured, deduction will be made from the monthly payment to the contractor for each day of service not rendered. These deductions will be based upon a per diem rate for the affected buses.
- i. If at any time, the contractor does not provide the required number of buses or drivers for any part of the transportation system, the School Committee may deduct the per diem rate per incident for each bus or driver not provided in accordance with the contract as liquidated damages.
- j. The contractor agrees to assign a person who will be available to the Transportation Coordinator for the purpose of conferences and consultations regarding driver or student conduct, school schedules, route schedules, route changes, etc. These consultations shall be scheduled during normal working hours of the contractor.
- k. The School Committee will receive invoices on a monthly basis and will process payment for services rendered in accordance with the contract as expeditiously as possible. Under no circumstances will payment be made prior to services having been rendered. **NO CHARGE** may be made for transportation service on **NO SCHOOL DAYS** or on stormy days when word is received from Farmington River Regional School District prior to 6:00 a.m. The School District will not pay late fees or interest fees.
- l. This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, as aforesaid, that event shall not change the legal effect of any other clause of this contract. The contractor shall keep itself fully informed of and agrees to comply with pertinent Federal, State and Municipal laws, ordinances, rules and regulations in any manner affecting the services embraced in this contract.
- m. The contractor shall procure all applicable permits, licenses, and approval necessary for the performance of services under this contract at contractor's expense.
- n. All the requirements and specifications for bidders must be complied with, unless specifically waived by the School Committee. These specifications and requirements shall be attached to, and made a part of any contract awarded. Should a contractor fail to abide by these requirements and specifications and addendums, Farmington River Regional School District reserves the right to cancel the contract after serving thirty (30) days written notification.

TERM

The term of this contract will be a (5) five year term that will begin on July 1, 2020 and end on June 30, 2025.

ASSURANCES & DELIVERY

Farmington River Regional School District shall inspect the work and give directions pertaining to the work. The vendor or subcontractor shall notify Farmington River Regional School District of the time of starting work, interruptions and delays. The Vendor shall keep the work under his personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without notice and clearance by the District.

All materials, methods of delivery, and staff involved with delivery must comply with all applicable laws, statutes, policies, and regulations. Ignorance of any law, regulation, policy, or statute is not an excuse for non-compliance with those laws, regulations, policies, or statutes. This includes but is not limited to prevailing wage, MGL 30B, MGL 30 39m, and MGL 149.

Warranties

- Warranties are encouraged.

Delivery & Delivery Schedule

- All materials must be available for delivery as needed within **a reasonable timeframe suitable to the Department Head** of a contract being awarded to the vendor.
- Deliveries or availability of materials being picked up must be made within 48 hours of notice of need after that point.
- All materials delivered or delivered “in place” must be accomplished with vehicles and equipment that are in good repair and equipped with all Federal and State required safety devices, lights, symbols, etc., visible to the traveling public from both front and rear of the vehicles and equipment, in order that accidents may be prevented.

FRRSD CURRENT BUS ROUTES

Bus # 1

TIME (AM)	ADDRESS	TIME (PM)	ADDRESS
6:30	Lee/Westfield Road & D'Wolfe Drive	2:30	Lee Middle/High School
6:32	155 Lee/Westfield Road	2:48	2261 North Main Road
6:34	Lee/Westfield & Algeria Road		Dimmock Road
6:35	1522 Algeria Road	2:52	Farmington River School
6:41	Algeria Road/Ticonderga Avenue	3:06	393 North Main Road
6:43	Old Blandford Road & Walnut Lane	3:08	230 Monterey Road
6:51	17 Old Blandford Road	3:10	953 West Center Road
	1922 East Otis Road	3:15	986 West Center Road
6:55	RT 23 & Beckett Road		351 West Center Road
	817 East Otis Road		273 West Center Road
6:58	RT 23 & Gibbs Road		159 West Center Road
7:00	398 North Main Road	3:20	Otis Ridge Parking Lot, transfer with Bus #2
7:05	Farmington River School	3:23	Monterey Road & Tyringham Road
7:26	Lee Middle/High School	3:27	1201 Monterey Road
7:47	393 North Main Road	3:30	2042 North Main Road
7:52	230 Monterey Road	3:34	1790 South Main Road

Farmington River Regional School District
 School Bus Transportation Services IFB
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	953 West Center Road	3:36	390 Reservoir Road
7:57	525 West Center Road	3:37	400 Reservoir Road
	495 West Center Road	3:38	Reservoir Road & Norton Road
7:59	273 West Center Road	3:39	822 Reservoir Road
8:08	Monterey Road & Tyringham Road		853 Reservoir Road
8:10	Monterey Road & Town Hill Road	3:47	532 Pine Road
8:11	1201 Monterey Road		399 Pine Road
8:16	2042 North Main Road		251 Pine Road
8:25	390 Reservoir Road	3:48	Pine Road & Lower Rainbow Road
	400 Reservoir Road		
8:27	853 Reservoir Road		
8:30	Farmington River School		

Bus #2

TIME (AM)	ADDRESS	TIME (PM)	ADDRESS
7:05	Farmington River School	2:50	Monument Mountain High School
7:35	Monument Valley Middle School	3:00	Monument Valley Middle School
7:40	Monument Mountain High School	3:15	1286 Monterey Road
		3:16	RT 23 & Town Hill Road
		3:20	Otis Ridge Parking Lot, transfer with Bus #1
		3:22	429 West Center Road
		3:25	953 West Center Road
		3:27	721 West Center Road
		3:30	Town Hall Otis 14 South Main Road
		3:35	RT 23 & Gibbs Road
		3:37	RT 23 & Beckett Road
		3:52	10 Old Blanford Road
		3:56	1522 Algeria Road
		3:58	155 Lee/Westfield Road
			RT 23 & Loudon Bethlehem Road

Bus # 3

TIME (AM)	ADDRESS	TIME (PM)	ADDRESS
7:50	2066 Algeria Road	2:50	Farmington River School
7:58	Algerie & Lee/Westfield Road Intersection	3:06	RT 23 & Loudon Bethlehem Lane
8:04	Algerie & Magovern Drive	3:07	646/648 East Otis Road
8:06	91 Algeria Road		817/776 East Otis Road
	83 Algeria Road	3:11	1489 East Otis Road & RT 23
	67 Algeria Road	3:21	399 Pine Road

Farmington River Regional School District
 School Bus Transportation Services IFB
 03/30/2020

8:11	Westerly & Ridge Street		251 Pine Road
8:14	East Otis Road & Reservoir Road		1689 East Otis Road
8:19	130 Tolland Road	3:23	RT 23 & Reservoir Road
8:21	Pine Road & Lower Rainbow	3:24	17 Old Blanford Rd & Miller Swamp Road
8:24	1489 East Otis Road	3:25	23 Old Blanford Road
	1332 East Otis Road	3:27	Westerly Road & North Ridge Road
	646/648 East Otis Road	3:29	67 Algeria Road
8:27	RT 23 & Loudon Bethlehem Lane	3:30	83 Algeria Road
8:30	Farmington River School		91 Algeria Road
		3:31	Algeria Road & Magovern Road
		3:32	Lee/Westfield Road & Algeria Road
		3:34	Lee Westfield Road & Dwolfe Drive
		3:37	2066 Algeria Road

Bus #4

TIME (AM)	ADDRESS	TIME (PM)	ADDRESS
7:35	West Street & Stump Road	2:50	Farmington River School
7:40	228 Sandisfield Road	3:12	189 North Main Road
7:50	17 South Sandisfield Road		129 North Main Road
	96 New Hartford Road		109 North Main Road
	125 New Hartford Road	3:15	87 South Main Road
	138 New Hartford Road	3:17	Roosterville Road & Clark Road
8:01	136 Sandisfield Road	3:19	Villa Mia Restaurant
	147 Sandisfield Road		RT 8 & Stansen Lane
8:03	120 Sandisfield Road	3:24	17 Sandisfield Road
8:04	139 Sandisfield Road	3:27	139 Sandisfield Road
8:08	17 Sandisfield Road	3:28	120 Sandisfield Road
8:11	87 South Main Road	3:30	147 Sandisfield Road
8:13	Roosterville Road & Clark Road		136 Sandisfield Road
8:17	Villa Mia Resturant	3:35	New Hartford & Dodd Road
8:20	109 North Main Road	3:38	17 South Sandisfield Road
	129 North Main Road	3:40	56 New Hartford Road
8:26	189 North Main Road		96 New Hartford Road
8:32	Farmington River School		125 New Hartford Road
			138 New Hartford Road
		3:50	228 Sandisfield Road
		3:58	West Street & Stump Road

FARMINGTON RIVER REGIONAL SCHOOL DISTRICT
555 North Main Road
Otis, Massachusetts 01253

BID SUBMISSION CHECKLIST

14. Three copies of the bid must be submitted to the Business Office at FARMINGTON RIVER REGIONAL SCHOOL DISTRICT, 555 North Main Road, PO Box 679, Otis, MA 01253.
15. Bid must be signed as follows:
 - a. if the bidder is an individual, by him/her personally
 - b. if the bidder is partnership, by the name of the partnership, followed by the signature of each general partner
 - c. if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
16. Bid must include the following forms or answers found starting on Page 34:
 - a. Cover Sheet – Appendix A
 - b. Representations & Certifications of the Vendor – Appendix B
 - c. Base Contract Price Sheet – Appendix C
 - d. Roundtrip Field Trip Transportation Price Sheet – Appendix D
 - e. Other Required Information – Appendix E
 - f. School Bus Driver Roster – Appendix F
 - g. Bus Driver Information Sheet – Appendix G
 - h. Bus Fleet Information Sheet – Appendix H
 - i. References Form – Appendix I
 - j. Certificate of Non-Collusion – Appendix J
 - k. Attestation Statement – Appendix K
 - l. Certificate of Authority – Appendix L
 - m. Corporate/Partnership Form – Appendix O
17. A copy of the Contractor's Accident Record from Contractor's insurance carrier from the previous three years.
18. A W-9 must be submitted with bid submission. See:
<http://www.mass.gov/comptroller/docs/forms/vendorcustomer/newmass-w9.pdf>

Name of Bidder: _____

APPENDIX A- COVER SHEET

Must be submitted as the cover sheet to the completed FARMINGTON RIVER REGIONAL SCHOOL DISTRICT SCHOOL BUS TRANSPORTATION SERVICES Bid to be valid

FARMINGTON RIVER REGIONAL SCHOOL DISTRICT

Instructions to Bidders

SCHOOL BUS TRANSPORTATION SERVICES

By submitting this bid the undersigned represents to the District that it has examined and understands the Invitation for Bid, contract forms, and all other documents in this bidding package. By submitting this bid, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this bid or any contract that may be entered into based upon this bid, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts. A bidder wishing to amend this bid after transmittal to the District may do so only by withdrawing this bid and resubmitting another bid prior to the time for opening bids.

The undersigned proposes to furnish all labor and materials required for the work of the contract referred to above for the prices stated on the attached FARMINGTON RIVER REGIONAL SCHOOL DISTRICT School Bus Transportation Services Bid, which prices are incorporated by reference into this bid form. This undersigned vendor also agrees that, if selected as contractor, it will within five (5) days, Saturdays, Sundays and legal holidays excluded, after receipt of a contract from the Awarding Authority, execute the contract in accordance with the Invitation For Bids.

Authorized Signature

Date

Print Authorized Name

Contact Name for Bid Questions:

Contact Name

Email of Contact Person

Company Name

Contact Person Phone Number

Address State Zip Code

Contact Email Address

APPENDIX B - REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

The Vendor hereby represents and certifies under the penalties of perjury:

- A. **Non-Collusion**: The undersigned certifies, under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.
- B. **Attestation Statement**: The vendor certifies under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.
- C. **Tax and Contributions Compliance**: The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of contributions. The **Vendor’s social security/tax identification number is _____**.
- D. **Conflict of Interest**: The Vendor certifies that no official or employee of the District has a financial interest in this bid or in the Contract with the Vendor offers to execute or in the expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L. c 268A. The vendor certifies that they will require employees to adhere to Conflict of Interest Law as it pertains to public employees and students in this financial arrangement.
- E. **Licenses and Permits**: The Vendor shall obtain all required licenses and permits pertaining to work under this Agreement. The Vendor shall submit copies of such licenses and/or permits upon request.
- F. **Debarment or Suspension**: The Vendor certifies that it has not been debarred or suspended under M.G.L. c. 29, Section 29F, nor will the Vendor contract for supplies from a debarred or suspended subcontractor on any public contract.

FORMS ATTACHED TO THIS BID ARE REQUIRED TO BE SIGNED AND RETURNED IN BID SUBMISSION.

Authorized Vendor Signature

Title

Company Name

APPENDIX C - BASE CONTRACT PRICE SHEET

Bidder Name: _____

Authorized Signature: _____

A bid, based upon terms set forth within the document, is hereby submitted.

REGULAR TRANSPORTATION for BUSES

BASIC CONTRACT

The basic contract calls for the Contractor to own and operate a minimum of four (4) school vehicles, for a minimum of 180 school days. The bid should be based on standard 71 passenger school busses. Contractor may use 77 passenger buses if they choose at no additional cost to the district or smaller busses if as long as they provide sufficient seating for all students on routes at the same cost to the district. All fuel cost is included in this contract.

1. **Basic Contract as specified in Page 14 - Section 6D for a minimum of four (4) busses for a minimum of 180 days.**

2020-2021 per year	2021-2022 per year	2022-2023 per year	2023-2024 per year	2024-2025 per year
\$	\$	\$	\$	\$

2. **Per Diem Rate: For Purposes of Penalty or Additional days for base contract:
 (Total Per Year / 180 days)/4 buses)**

2020-2021 per year	2021-2022 per year	2022-2023 per year	2023-2024 per year	2024-2025 per year
\$	\$	\$	\$	\$

3. **Per Bus Rate: For Purposes of Additional or Reduced bus to base contract:**

2020-2021 per year	2021-2022 per year	2022-2023 per year	2023-2024 per year	2024-2025 per year
\$	\$	\$	\$	\$

APPENDIX D - ROUND TRIP FIELD TRIP TRANSPORTATION PRICE LIST

Bidder Name: _____

Authorized Signature: _____

A bid, based upon terms set forth within the document is hereby submitted.

Year 1

Vehicle Capacity & Type	Per Trip Minimum Vehicle & Driver	Per Mile Vehicle Rate	Driver Wait Time Rate

Year 2

Vehicle Capacity & Type	Per Trip Minimum Vehicle & Driver	Per Mile Vehicle Rate	Driver Wait Time Rate

Year 3

Vehicle Capacity & Type	Per Trip Minimum Vehicle & Driver	Per Mile Vehicle Rate	Driver Wait Time Rate

Year 4

Vehicle Capacity & Type	Per Trip Minimum Vehicle & Driver	Per Mile Vehicle Rate	Driver Wait Time Rate

Year 5

Vehicle Capacity & Type	Per Trip Minimum Vehicle & Driver	Per Mile Vehicle Rate	Driver Wait Time Rate

APPENDIX E – OTHER REQUIRED INFORMATION

1. Please describe the manner in which you intend to provide vehicles including, but not limited to answering the following questions: (attach additional sheet if necessary).
2. Does your company own/lease your own vehicles? _____
3. Do you currently have the vehicles available? _____
4. How many vehicles do you currently own/lease? _____
5. How many vehicles do you expect to have in operation for this contract for school bus transportation for students? _____

All vehicles must be in compliance with Article V – Pgs. 21-23 of the equipment specifications

6. How many years has the Bidder's company been in the school bus transportation business? _____
7. When does vendor need a list of bus routes and schedule of busses for the beginning and end of the school year? _____
8. How much notice does the vendor require when booking transportation for students? List in hourly increments. _____
9. Please list the contact and contact information of the person school personnel should contact with reservations, last minute requests, cancellations, etc. Please include phone number vendor contact can be reached at all times and email address in case of emergency. _____
10. Attach a copy of your drug testing policies/procedures.
11. Attach a copy of your safety/training program.

APPENDIX I – REFERENCES

References of similar customers to whom you have provided similar services (provide at least 3).

1.
School/Company Name: _____
Contact Name: _____
Street: _____
City, State & Zip Code: _____
Phone Number: _____
Email Address: _____
Number of Years Working for School: _____

2.
School/Company Name: _____
Contact Name: _____
Street: _____
City, State & Zip Code: _____
Phone Number: _____
Email Address: _____
Number of Years Working for School: _____

3.
School/Company Name: _____
Contact Name: _____
Street: _____
City, State & Zip Code: _____
Phone Number: _____
Email Address: _____
Number of Years Working for School: _____

Farmington River Regional School District

APPENDIX J - CERTIFICATE OF NON-COLLUSION

M.G.L. Ch. 30B, s10, BID PROPOSALS: **Certificate of Non-Collusion - MANDATORY.**

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

Company or Corporation

Dated

Authorized Official's Signature

APPENDIX K – Attestation Statement

ATTESTATION STATEMENT: State Taxes Paid - MANDATORY

Pursuant to M.G.L. Ch. 62c 49a, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

State tax paid to _____ using Federal ID or SS# _____

Company or Corporation

Authorized Official's Signature

Dated

APPENDIX L- CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)

held on* _____ at which all the Directors were present or waived notice, it was voted that ,
(date)

_____, _____, of this
(name) (office)

corporation, be it he or she, hereby is authorized to execute bid documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(clerk or secretary)

Place of Business: _____

I certify that I am the clerk/secretary of the _____
(name of Corporation)

and that _____ is the duly elected _____
(name) (office)

and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(clerk or secretary)

Date:** _____

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

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

APPENDIX M - DISCLOSURE OF LOBBYING ACTIVITIES FORM

Approved by OMB
 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award	3. Report Type: a. initial filing ___ b. material change
4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier ____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
7. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**APPENDIX N - CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY & VOLUNTARY EXCLUSION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

APPENDIX O - CORPORATE/PARTNERSHIP FORM

NOTE: If the bidder is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?

Yes _____ No _____

If the bidder is selected for the work referred to above, it is required under M.G.L. c.30 §39L to furnish to the awarding District a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c.181 §§3, 5 and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual:

Name: _____

Residence: _____

If an Individual doing business under a firm name:

Name of Firm: _____

Name of Individual: _____

Business Address: _____

Residence: _____

Other form of business organization: _____

**FARMINGTON RIVER REGIONAL SCHOOL DISTRICT
SCHOOL BUS TRANSPORTATION SERVICES BID**

PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement” or “Contract”) is made between Farmington River Regional School District, a local education agency of the Commonwealth of Massachusetts, as “DISTRICT,” and _____ “VENDOR” whose address is as “VENDOR”. In consideration of these mutual terms and conditions, the parties covenant and agree as follows:

The Vendor will perform all work, provide all services and labor, materials, transportation, supplies, supervision, organization and other items of work and cost necessary for the manufacture, delivery, warranty of those items listed in the Farmington River Regional School District School Bus Transportation Services IFB.

Definitions/Interpretation

For the purposes of this contract and any additional instruments which may become a part of this contract, the terms “contractor,” “seller” and “Vendor” shall be interchangeable. The terms “buyer,” “owner,” “grantee,” “The Farmington River Regional School District” and “the District” shall be interchangeable.

Contracting Officer:

The District Administrator will enter into and administer this contract and make determinations and findings in regard to the contract on behalf of the District.

Contractor:

The successful bidder to whom a contract is awarded.

Authorized Signature:

The person who executes this contract on behalf of the Bidder/Contractor and who is authorized to bind the Bidder/Contractor.

Supplier:

Any manufacturer, individual company or agency providing the Products or units, components or subassemblies for inclusion in the Products. Supplier items shall require qualification by type and acceptance tests in accordance with requirements, if any, defined in bidding documents.

Work:

Any and all labor, supervision, services, materials machinery, equipment, tools, supplies and facilities called for by the contract and/or necessary to the completion thereof.

Defect:

Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes the Products to cease operating or causes it/them to operate in a degraded mode.

Invitation for Bids:

The document provided by the District stating the purchase description, evaluation criteria and instructions for completing the bid, and including other materials, as referenced, as well as addenda.

Notice of Award:

The written notice sent by the District notifying the selected Bidder of the award of contract.

Specifications:

The written description and statement of necessary requirements of the Products to be provided.

Contract Documents

This Agreement, Invitation to Bid and Contractor's Bid, conditions, specifications, addenda and modifications constitute the Contract Documents and are complementary. Specific federal and state laws, the terms of this Agreement and the Contract Documents (other than this Agreement), in that order respectively, supersede other inconsistent provisions.

Scope of Agreement

This order is an offer to purchase and is limited to the terms and conditions contained herein. Any terms and conditions contained in quotations or similar forms of Vendor or that may be proposed in any acknowledgement or acceptance which are additional to or different from these terms and conditions are hereby rejected and shall not become part of the purchase agreement without Contracting Officer's written consent. The Vendor shall not produce any of the goods covered by this purchase order, or procure any of the materials required in their production, or ship any of such goods to the District, except to the extent authorized in written instructions furnished to the Vendor by the District or as necessary to meet specific delivery dates provided in this purchase order. The District shall have no responsibility for goods for which delivery dates or such written instructions have not been provided. Shipments in excess of those authorized may be returned to the Vendor and the Vendor shall pay the District for all packing, handling, sorting, loading and transportation expenses in connection with such shipments.

Acceptance of Material - No Release

Unless the District otherwise agrees, acceptance of any portion of the Products prior to final acceptance shall not release the Vendor from liability for faulty workmanship, materials, performance or for failure to comply with all of the terms of this Contract. The District reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the instructions, contract requirements and specifications; provided, however, The District is under no duty to make such inspection and no inspection so made shall relieve Vendor from any obligation to furnish materials and workmanship in accordance with the instructions, contract requirements and specifications.

Modifications

The District may modify this contract and order changes in the work to be performed under this contract whenever it shall be deemed necessary or advisable to do so. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.

Term And Termination

Term

The term of this contract will be for five years beginning July 1, 2020 ending June 30, 2025.

Termination for Convenience

The District may terminate this Contract for convenience and without cause, in whole or in part, at any time by written notice to the Vendor specifying the termination date. The Vendor shall immediately take all practical steps to minimize its costs to terminate the work. The Vendor shall be paid its actual, necessary and verifiable costs to effect termination including contract closeout costs and a reasonable profit on work performed satisfactorily up to the date of termination. The Vendor shall promptly submit to the District its termination claim supported by detailed documentation of each cost item claimed in a form satisfactory to the District.

Termination for Default

If the Vendor does not deliver the Products in accordance with the Contract delivery schedule, or, if the Vendor fails to perform services in the manner called for in the Contract, or if the Vendor fails to comply with any other material provisions of the Contract, the District may terminate this Contract in whole or in part, for default if, ten days (or such longer date as the District may specify in its sole discretion) after the date of the District's written notice to the Vendor, the failure of the performance of the Vendor has not been completely cured or the Vendor has not made reasonable progress, as determined by the District in its sole discretion, to cure the failure.

Termination shall be affected by serving a notice of termination on the Vendor's representative or agent in the Commonwealth of Massachusetts or shall be deemed served three (3) days after mailing said notice to the Vendor's address by registered mail. Such notice shall set forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for the Products upon delivery and acceptance, or service satisfactorily performed in accordance with the manner of performance set forth in the Contract; and any other costs shall be borne by the Vendor. The Vendor shall assume and bear all termination and Contract closeout costs, including those of subcontractors, suppliers and vendors.

In the event of a default termination, the District shall be entitled to withhold any payments then due or to become due to the Vendor, reasonable amounts for damages suffered by the District as a result of the Vendor's default and to exercise any other rights or remedies available to the District at law.

The Vendor shall also be deemed to be in default upon the occurrence of any one or more of the following events: if Vendor is bankrupt or insolvent; if Vendor makes a general assignment for the benefit of creditors; if a trustee or receiver is appointed for Vendor, or for any of Vendor's property; if Vendor files a petition to take advantage of any debtor's act, or to reorganize under any bankruptcy chapter or law; if Vendor repeatedly fails to make prompt payments to vendors, suppliers, subcontractors or others for labor, materials, or equipment; if Vendor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if the Vendor fails to correct defect(s) noted during acceptance inspection(s) within sixty (60) days of notification of said defect; and if Vendor violates in any substantial way the provisions of the Contract Documents.

If it is later determined by the District that the Vendor was not in default, the District, after establishing a new delivery schedule, may allow the Vendor to continue work without increase in the contract prices, or treat the termination as a termination for convenience.

The termination of the Contract for nonperformance shall in no way relieve the Vendor from any of its covenants, undertakings, duties and obligations under this Contract, nor limit the rights and remedies of the District hereunder in any manner whatsoever.

Delivery Of Goods And Completion Of Services

A. Delivery

Costs are included in each bid pricing item. Vendor must not charge additional shipping charges in the cost of the items listed on the vendor's bid pricing form.

B. Time of Performance

The Vendor must deliver the Products within 40 days of the date of Postmark of the purchase order. Failure to deliver or complete the Products within the time specified in the Contract Documents, unless a written extension of time has been granted by the District, will likely result in damage to the District. In that event, the District specifically reserves the right to claim against and recover from the Vendor damages to the District, whether direct or indirect, caused by or arising from such unexcused delays. In cases where The District and the Vendor agree that it would be difficult to document damages due to late delivery or performance, it is further agreed this Contract will use a flat fee of \$50 (Fifty Dollars) per day, for each and every day the Products are/is not delivered or performed after the agreed upon delivery/completion date. The District further reserves the right to claim such damages as they occur during the Contract as charges against the Contract. If the Vendor refuses or fails to pay the charges within thirty (30) days of receipt of a written demand from the District which sets forth the basis for charge, the District may withhold said damages from any payments then due, or to become due, to the Vendor.

C. Destination for Delivery

The Products shall be delivered to the following destination:

The Farmington River Regional School District Listed on the Purchase Order with proper attention to information listed as per the Purchase Order.

D. Transportation

All goods shall be properly packed, marked, loaded and shipped as required by this order and the transporting carrier and shipped in a manner which will permit the lowest transportation rates to apply. The Vendor shall reimburse the District for all expenses incurred due to improper packing, marking, loading or routing. Prices of all items listed on the FARMINGTON RIVER REGIONAL SCHOOL DISTRICT SCHOOL BUS TRANSPORTATION SERVICES Price Quotation Sheet are to include delivery.

E. Risk of Loss

Delivery shall not be complete until goods have been actually delivered to and accepted by the District, notwithstanding any agreement to pay freight, express, parcel post or other transportation charges. The risk of loss or damage in transit shall be upon the Vendor.

F. Delays

The Vendor shall in the event of a delay or threat of delay, due to any cause, in the production or delivery of goods or services hereunder, immediately notify the District and shall include with such notice all relevant information with respect to such delay or threatened delay. The Vendor shall be liable for any damages resulting from failure to make delivery within the time called for by this order or by any written instructions of the District, except where: (1) such delay in delivery shall be due to causes beyond the reasonable control of the Vendor; and (2) the Vendor notifies the District as aforesaid. If the Vendor for any reason cannot comply with the District's delivery schedule, the District, in addition to any other rights or remedies available to it by law or under these terms and conditions, may terminate this purchase order or cancel any shipments thereunder without further liability to the Vendor.

Indemnification And Hold Harmless

The Vendor agrees to indemnify, defend and hold harmless the District and its agents, officers, boards, committees and employees, except for wrongful or negligent acts of the District, for any and all claims, losses, costs, expenses or damages of any kind resulting from or arising out of the performance of this

contract by the Vendor, its officers, agents or employees. If any action, claim or demand is made against the District, other than for a wrongful or negligent act of the District, the Vendor agrees to assume the expense and shall pay all costs, charges, attorney's fees, settlements, judgments or other expenses incurred by or obtained against the District.

To the extent that the Vendor's obligations hereunder require the performance of services by the Vendor or work to be done by the Vendor on the District's property or on property under The District's control, the Vendor agrees: (a) to accept full responsibility for performing all work in a safe manner so as not to jeopardize the safety of The District's personnel, property or members of the general public; and (b) to comply with and enforce all The District's safety and fire protection regulations in all applicable state and municipal safety regulations, building codes or ordinances. For work to be performed in certain isolated areas, waivers from specific District safety and fire protection regulations may be obtained in writing from The District's Contracting Officer.

Patents and Royalties

The Vendor, without exception, shall indemnify and save harmless, the District and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract including its use by the District. If the Vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

Price

The District will pay in unit prices according to the attached FARMINGTON RIVER REGIONAL SCHOOL DISTRICT SCHOOL BUS TRANSPORTATION SERVICES PRICE QUOTATION SHEET, the amount agreed upon in the Vendor's bid, as full compensation for everything furnished and performed under this Contract, subject to allowable additions and deductions as provided. Payment will be made in accordance with the "Payment" section below.

If no price is specified in this order, the goods or services shall be billed at the price last quoted to the District or at the prevailing market price, whichever is lower. No extra charges of any kind will be allowed unless specifically agreed to in writing by the District.

The price quoted in any bid submitted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture, delivery, assembly, installation, accessories, warranty, training of personnel, service manuals, wiring schematics and drawings, if required, pursuant to the specifications and requirements included in the Invitation to Bid. It is the intention of the specifications that the Vendor provides complete components and accessories of the type prescribed, ready for operation by District personnel.

Any items omitted from the specifications which are clearly necessary for the operation of such equipment although not directly specified or called for in these specifications, shall be considered an integral part of the basic specifications of the Products. All parts shall be new. In no case will parts be used, reconditioned or obsolete parts (except for testing). Any one part shall be an exact duplicate in manufacture and design and furnished as specified. Prices quoted are to be firm and final.

Payment

The Vendor shall be paid, upon the submission of proper invoices or vouchers as follows:

- a. All invoices need to be dated, description of items purchased, quantity, price including shipping and handling and total due and should be sent to:
Farmington River Regional School District
PO Box 679
555 North Main Road
Otis, MA 01253
- b. **All pricing and or discounts should be in accordance with the bid specifications.**

The Vendor shall provide the District, simultaneously with and as a condition to each payment if the payments are in installments, all documentation necessary to evidence transfer to The District of full and unencumbered title to the item for which payment is being made.

The granting of any payments by the District shall not constitute in any sense acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Vendor to replace work or material which does not conform to the contract documents, though the character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components or workmanship which do not conform to the instructions or their contract requirements and specifications, or are not equal to the samples submitted to and approved by the District, will be rejected and shall be replaced by the Vendor without delay.

Taxes

No charge by the Vendor shall be made for federal or state excise taxes. The District, as a local education agency of the Commonwealth of Massachusetts, is exempt from federal and state excise tax and such taxes shall not be included in proposal prices. The District agrees to furnish Vendor, upon acceptance of articles supplied under this order, with an exemption certificate. The Vendor agrees to pay all sales and use tax for which the District is not exempt, if any.

Insurance

Vendor shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease or death of any of its employees; and for damage or destruction of the Products prior to acceptance by the District.

Equal Employment Opportunity

In connection with the execution of this contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, national origin, sexual orientation or presence of any sensory, mental or physical handicap as provided by M.G.L. c. 151 B.

The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, national origin or presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Hazardous Materials

Any materials required by this order that are deemed hazardous will be packaged, marked and shipped by the Vendor to comply with all present and future federal, state and local regulations and will further comply with any special company requirements. This may be noted on the face of the purchase order.

Compliance with Laws

The Vendor warrants that all goods supplied hereunder will have been produced in compliance with and the Vendor agrees to be bound by all applicable federal, state and local laws, orders, rules and regulations.

Special Tooling

If all of the costs of any special tooling used in the performance of this order have been charged to this order or to other orders placed by the Vendor, title to such special tooling shall vest in the District at the option of the District. Such tooling is to be used only in performance of this purchase order unless otherwise provided by the District.

Delegation And Assignment

Neither party to this contract may delegate the performance of this contract to a third party unless mutually agreed in writing. This contract cannot be assigned without the written consent of the other party.

Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed or sent by facsimile transmission or, if mailed, two days after the date of deposit in the United States mails, as follows:

(A) if to the District, to:
Superintendent of Schools
Farmington River Regional School District
PO Box 679
555 North Main Road
Otis, MA 01253

(B) if to the Vendor: to:

Limitation of The Farmington River Regional School District's Liability

In no event shall the District be liable for anticipated profits or for incidental or consequential damages. The District's liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from this agreement or from the performance or breach thereof shall, in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. The District shall not be liable for penalties of any description.

Title and Security Interests

If full or partial payment is made to the Vendor prior to the delivery of all goods or the performance of all services hereunder, title to all goods identified to this order at the time of such payment or thereafter shall pass to the District, and the Vendor shall be deemed a bailee of all goods remaining in its possession, but in no event shall the risk of loss pass to the District until the goods are delivered to the destination

specified herein and accepted. The Vendor agrees to maintain insurance coverage in types and amount satisfactory to the District for all goods that are or become so identified at any time to this order. Additionally, the Vendor grants to the District a security interest in all goods that are or may become so identified, which security interest shall be in addition to all other rights of the District under this order or applicable laws, and the Vendor agrees to execute financing statements or such other documents as the District may reasonably require to perfect and protect that interest.

Merger

This Agreement constitutes the entire agreement of the parties. There are no other Agreements, oral or written, which modify or affect this Agreement. This Agreement supersedes any and all provisions on the face and reverse side of any purchase order or any attachment thereto inconsistent with or in addition to the provisions hereof, and this provision constitutes notice by the District of its objection to any such inconsistent or additional provision. The Agreement may not be amended except in writing signed by both parties to the Agreement.

Jurisdiction Laws – Venue

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any action to enforce the Agreement shall be brought in Berkshire County, Massachusetts. The Vendor agrees that if a lawsuit is instituted by the District for any default on the part of the Vendor, and the Vendor is adjudged to be in default, the Vendor shall pay to the District all costs and expenses, expended or incurred by the District in connection therewith, and reasonable attorney’s fees.

Warranty

Final payment by the District shall constitute notification to the Vendor of the commencement of the warranty period.

In addition to any implied warranties, the Vendor hereby warrants that the Products shall be fit for the intended use and shall be free from defects in and malfunctions arising from workmanship, material and design and shall conform to the requirements of this contract. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the Vendor’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. If the District shall give the Vendor notice of any defect, deficiency or non-conformance within twelve (12) months from the date of final payment by the District, Vendor shall, at no cost to the District and within a reasonable time, repair or replace all such defective, deficient or non-conforming items. In the event of failure by the Vendor to correct defects in or replace non-conforming goods or services within a reasonable time, The District may make such corrections or replace such goods and services and charge the Vendor for the cost incurred by The District thereby.

Representations and Certifications of The Vendor

The Vendor hereby represents and certifies under the penalties of perjury:

A. Non-Collusion: The Vendor certifies under penalties of perjury that this 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.

B. Tax and Contributions Compliance: The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of contributions. **The Vendor’s social security/tax identification number is _____.**

C. Conflict of Interest: The Vendor certifies that no official or employee of the District has a financial interest in this bid or in the Contract with the Vendor offers to execute or in the expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L. c 268A. The vendor certifies that they will require employees to adhere to Conflict of Interest Law as it pertains to public employees and students in this financial arrangement.

D. Licenses and Permits: The Vendor shall obtain all required licenses and permits pertaining to work under this Agreement. The Vendor shall submit copies of such licenses and/or permits upon request.

E. Debarment or Suspension: The Vendor certifies that it has not been debarred or suspended under M.G.L. c. 29, Section 29F, nor will the Vendor contract for supplies from a debarred or suspended subcontractor on any public contract.

IN WITNESS WHEREOF, This Agreement has been executed in duplicate as of the day and year written below.

Date: _____

**Nick Dellagiustina, Chairperson, School Committee
Farmington River Regional School District**

Witness Signature

Witness Printed Name

Executed by Vendor:

Authorized Vendor Signature

Witness Signature

Authorized Vendor Printed Name

Witness Printed Name

Title

Vendor Address: _____

City: _____

Contact Name: _____

Contact Phone: _____

Contact Email Address: _____