



Town of Lincoln Lincoln Public Schools

Ballfield Road
Lincoln, Massachusetts 01773
781-259-9401 • FAX: 781-259-9246 • www.lincnet.org

Mary Ellen Normen
Administrator for Business & Finance

Invitation to Bid School Bus Transportation For the Lincoln Public Schools

The Lincoln Public Schools invite sealed bids for **SCHOOL BUS TRANSPORTATION FOR THE LINCOLN PUBLIC SCHOOLS**, Lincoln, Massachusetts in accordance with the specifications enclosed herewith (the "Specifications") for the period August 1, 2023 through July 31, 2026. The School Bus Transportation Invitation for Bid includes the following specific services:

1. Regular transportation for all Lincoln students attending public school and private school in Lincoln, enrollment of approximately 550 Students with potentially over 600 students with an estimated ridership ranging from 350 to 390 students.
2. Regular transportation for Lincoln and Sudbury students attending Minuteman High School with a ridership of approximately 2-10 students. Confirmation for buses will be made by July 15 prior to the start of each school year.
3. Late bus transportation for Boston resident students enrolled in the Lincoln Public Schools METCO program.
4. Field trips, extracurricular and athletic transportation for the Lincoln School in Lincoln and the Hanscom Primary and Middle Schools on Hanscom Air Force Base.

Bids will be received and time and date stamped by the official time clock in the Mailroom in the Business Office, Hartwell Building, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773 until 2:00 PM on Friday, January 13, 2023 at which time accepted bids will be publicly opened and read aloud in the Meeting Room on the first floor in the Hartwell Building.

A mandatory Pre-bid Conference will be held on Tuesday, December 20, 2022 at 11:00 AM in the Meeting Room on the first floor in the Hartwell Building, Ballfield Road, Lincoln, MA 01773. The conference is an opportunity for prospective bidders to ask questions about the bid documents. Subsequent questions regarding bids should be submitted in writing or by email to Mary Ellen Normen, Administrator for Business and Finance no later than 4:00 PM on Wednesday, December 21, 2022. Answers will be forwarded via email on Thursday, December 22, 2022 to all potential bidders who were present at the Pre- bid Conference.

Beginning Wednesday, December 12, 2022, specifications and other contract documents may be picked up in the office of the Administrator for Business and Finance, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773, or requested by email to mnormen@lincnet.org. The last day to pick up bid documents is December 20, 2022. All bids are to be submitted on bid forms as furnished by the Town of Lincoln. Bids submitted in any other manner will not be accepted.

The Lincoln Public Schools reserves the right to reject any and all bids, and to award a contract to other than the lowest bidder if, in its opinion, the lowest bidder is not the lowest "responsive and responsible bidder"

BIDDER INSTRUCTIONS: CONTINUED

(Section 5 (g) of Chapter 30B), and to waive any informalities in the bidding, if it be in the public interest to do so (Section 5 (f) of Chapter 30B). A responsible bidder has the capability to perform the contract requirements and the integrity and reliability to assure good faith performance. A responsive bidder has met all requirements and submitted all documents required in this solicitation. Prior performance will be considered in the determination of the bidder's responsibility. Award of the contract is subject to the approval of the School Committee, and shall be made subject to appropriation. Non-appropriation shall enable the School Committee to cancel the contract without penalty.

Bids may be corrected, modified or withdrawn prior to the time established for the opening of bids only upon the receipt of a written request by the bidder to the Awarding Authority. No bidder may withdraw their bid for at least sixty (60) days after the date set for the receipt of General Bids.

Lincoln Public Schools

Mary Ellen Normen
Administrator for Business and Finance

Office: 781-259-2698
District Cell: 781-808-6153 (24 hours)

BID INSTRUCTIONS

1. Receipt of Bids

All bids shall be due in the Central Administration offices, Hartwell Building, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773 by 2:00 PM on Friday, January 13, 2023 as indicated by the official time and date stamped on all bids. No bids received after the time established for the closing of the bids will be considered, regardless of the cause.

2. Opening of Bids

Bids received by 2:00 PM on Friday, January 13, 2023 will be publicly opened and read aloud in the Meeting Room on the first floor of the Hartwell Building located at Ballfield Road, Lincoln, MA 01773. The official time for bid opening on January 13, 2023 will be determined based on the official time clock located in the Mailroom in the Central Administration Offices, Hartwell Building, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773.

If, at the time of the scheduled bid opening, the Lincoln Public Schools are closed due to uncontrollable events including but not limited to fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 11:30 AM on the next normal business day. Bids will be accepted until that date and time.

3. Preparation and Submission of Bids

To be considered responsive, all bids must be submitted in sealed envelopes clearly marked as "BUS BID," bearing on it the permanent name and business address of the bidder. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above must be enclosed in another envelope addressed as specified in these instructions, preferably by registered mail. No responsibility will be attached to the Awarding Authority for early opening of a bid not properly addressed and identified. The bid price and signature shall be in ink and in longhand. Each bidder is required to fill in all the blank spaces in the proposal and to show the true total cost of each item of transportation. If a Contractor will not charge for an item on the bid form, s/he shall complete the bid sheet with a zero ("0") for that item. All Addenda (if any) must be signed, dated and enclosed in the sealed bid.

4. References

Bidders must be able to establish their ability to provide the services requested through references and by providing other relevant information upon request. All bids must include a list of at least three (3) school bus transportation references, with at least one (1) being from school districts of similar enrollment or school bus usage (within 20%) for 550 students to which the bidder provided service consisting of at least seven buses on a daily basis within the past three years. Included should be the name of community and contact person, address and phone number. (Bid Form #5)

5. Interpretation of Contract Document

All interpretations of Bid Documents, the Contract and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be made available to bidders not later than two days prior to the date fixed on the opening of the bids at the office of the Administrator for Business and Finance and which may be obtained from the Administrator of Business and Finance, Lincoln Public Schools, Hartwell Building, Ballfield Road, Lincoln, Massachusetts 01773. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as

submitted. All addenda so issued shall become part of the contract documents and shall be specifically incorporated therein by reference.

6. Modification of Bids

No modification of any bid will be considered by the Town of Lincoln's School Committee ("Awarding Authority") unless received by the Awarding Authority in writing prior to the time established for the opening bids.

7. Buses

To be considered responsive, all bids must include a list of the buses proposed to be used by model, registration number, mileage and age. (Bid Form #4)

8. Form of Bid

To be considered responsive, every bid shall be submitted on the Bid Forms, shown herein, copies of which may be obtained from the Awarding Authority (Bid Forms 1 – 9). Bids submitted in any other manner will not be considered.

9. Fuel Adjustment Clause

To be considered responsive, all bids shall include a response to the Fuel Adjustment Clause (Bid Form #7).

10. Bid Checklist

To be considered responsive, each bidder will complete, sign and enclose a copy of the Bid Checklist, shown herein, in the sealed bid, copies of which may be obtained from the Awarding Authority. (Bid Form #9)

11. Pre-Bid Conference

There will be a mandatory pre-bid conference held at 11:00 AM on Tuesday, December 20, 2022 in the Meeting Room on the first floor of the Hartwell Building, Ballfield Road, Lincoln, Massachusetts 01773.

12. Safety Programs

To be considered responsive, each bidder shall submit a detailed description (date/time/agenda/who conducts and their qualifications, etc.) of all training and safety programs in which drivers participate annually. (Bid Form #7)

13. Accident Report

To be considered responsive, each bidder shall provide a copy of the company's accident record for the past three (3) years with the bid.

14. Bid Security

To be considered responsive and responsible, every bid submitted shall be accompanied by a Certified Check or Bid Bond issued by a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and made payable to the Town of Lincoln. The amount of this Bid

Deposit shall be at least 5% of the amount of the basic bid for the three (3) contract years, but in no case more than \$50,000 or less than \$15,000. The provisions of the General Laws of the Commonwealth of Massachusetts shall govern such bid deposits.

The bid security shall secure the execution of the contract and the furnishing of a performance bond. Should any bidder to whom an award is made fail to enter into a contract therefore within fifteen (15) days, Saturdays, Sundays and legal holidays excepted, after notice of the award has been mailed to them, or fail within such time to furnish a performance bond as required, the amount so received from such bidder through his certified check shall become the property of the Lincoln Public Schools as liquidated damages for such failure.

Bid surety will be held by the Lincoln Public Schools during the time stipulated for the execution of contracts and the submission of the performance bond. After the expiration of such period, the bid securities of such bidders, which have not become the property of the Lincoln Public Schools, will be returned to the bidder.

15. Evidence of Insurability and Indemnification

To be considered responsive and responsible, every bid submitted shall be accompanied by a certificate, statement or other evidence of insurability indicating an ability to comply with the insurance requirements listed in Appendix A to these Instructions. The Committee expects the successful bidder to produce a Certificate of Insurance at the time the contract is signed showing compliance with the required insurance coverage, including Workers' Compensation, and naming the Town of Lincoln as an additional insured.

16. Statement of Non-Discrimination in Employment

To be considered responsive and responsible, every bid submitted shall be accompanied by a Statement of Non-Discrimination in Employment. All bidders on this Contract shall be required to comply with the provisions of Massachusetts General Law Chapter 151B. The successful bidder shall also be required to comply with the provisions of the Non- Discrimination statute. (Bid Form #6)

SPECIFICATIONS

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1. SCOPE OF WORK

This contract shall include furnishing scheduled necessary and required transportation services for all designated schoolchildren of the Town of Lincoln, Massachusetts transported to the Lincoln Schools, and for the Lincoln and Sudbury students transported to Minuteman High School. In general, these services include, but are not limited to the following: transportation equipment, maintenance of equipment, garaging of equipment, operation of buses, operation of services, supervision, inspection, vehicle evacuation drills, registration, licensing, insurance, safety instruction, route planning, and conformance to all applicable laws, rules, and regulations of the Commonwealth of Massachusetts, Department of Motor Vehicles, Town of Lincoln, and the Town of Lincoln School Committee.

2. GENERAL

Definitions: In the Specifications, any reference to “the Committee,” “the Lincoln Public Schools” or “the Awarding Authority” refers to the School Committee, Lincoln Public Schools, Town of Lincoln. Any reference to “the Superintendent” shall refer to the Superintendent of Schools, Lincoln Public Schools. Any reference to “Contractor” or “Bidder” shall refer to the entity, contracted directly to the Committee, which will fulfill the Scope of Work.

Contract Period: The contract period shall be for three (3) consecutive years, commencing on August 1, 2023, and ending in July 31, 2026. Pricing for two (2) additional option years has been solicited; exercise of any or all option year(s) is solely at the discretion of the Committee. Each contract year includes a school year which consists of at least one hundred eighty (180) days normally falling in the period from September 1 to June 30 of the following year. The exact days on which transportation shall be required and furnished will be designated by the Committee. If school should be closed for part or all of a regularly scheduled school day for whatever reasons, including but not limited to snowfall, the Superintendent of Schools or his designee will promptly notify the transportation company of the decision. The contract shall be subject to annual appropriation by the Committee.

Routes and Schedules: Routes and schedules are to conform to class schedules and shall be determined by the Lincoln Public Schools. Each of the seven (7) Lincoln campus buses and one Minuteman High School bus is responsible for one AM trip and one PM trip. The following is the current year’s schedule and will be the approximate schedule for arrival and pick up at schools for regular transportation:

	M, T, Th, F	W
Grades K to 8	7:45 AM to 2:50 PM	7:45 AM to 12:35 PM
Minuteman High School	8:45 AM to 2:30 PM	1:30 PM

The one (1) late bus for Boston resident students enrolled in the Lincoln Public Schools METCO program is responsible for one PM trip. The following is the approximate schedule for pick up at the school for the METCO late bus:

	T, Th,	W
Grades K to 8	4:30 PM	

Changes to Routes and Schedules: Changes in the above schedule will be made as necessitated by school program or schedule, i.e., elementary school conference days or other half days of school, or staggered elementary openings if necessary. Changes in schedule shall also be made as necessitated by the Education Reform Act of 1993, and shall specifically include Time and Learning requirements.

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During the 2022-2023 school year, seven (7) 71 or 77-passenger capacity buses were used to transport students enrolled in grades K to 8. One (1) 71 or 77-passenger capacity bus was used to transport students in grades 9-12 to Minuteman High School. It is not the intent of the Lincoln Public Schools to indicate that it plans to make changes on a regular basis but rather to indicate to bidders that the Committee may make changes in school schedules, budgets and enrollments that will be reflected in its transportation requirements.

The Committee reserves the right to rearrange, reassign and adjust routes and schedules when it is in the interests of the Awarding Authority to do so. Any such change shall be consistent with the provisions of the Massachusetts General Laws, Chapter 30B. The Contractor shall have up to seven (7) calendar days written notice from the Business Office located at Ballfield Road, Lincoln, Massachusetts, 01773 to adjust the bus fleet accordingly.

Field Trips and Athletic Trips: Field trips and athletic trips will be requested as necessary by the principals of Lincoln and Hanscom Schools, and the Athletic Director(s) for the School District. The estimated number that might be expected is one hundred and eleven (111) field trips and sixty-six (66) athletic trips per school year.

Field trip, extra-curricular or athletic transportation requests will be priced in accordance with the prices in the table in Attachment 1 to Bid Form #2 Pricing for the corresponding destination and contract year of the request. If the requested destination does not appear in the table in a mutually agreed upon price will be determined by first interpolating among near-by destinations, then by interpolating among destinations with a similar travel mileage. Charges shall include only those miles travelled while actually transporting classes or groups requiring such transportation. No charges for miles travelled to or from the garage will be accepted.

Other General Terms: The Contractor must submit an Emergency Plan, within sixty (60) days of notification of award of the contract, to cope with a major loss of the bus fleet and/or drivers as a result of vandalism, a fire, labor problems, etc. The plan shall include sources of replacement for buses and drivers, lead times and adjustments to service.

At least twice each school year, all Lincoln Public School students shall participate in emergency bus evacuation drills on location at each school. At the beginning of the school year, drills shall be scheduled, established and published in consultation with the Contractor and Principal of each school.

The Contractor shall provide buses and drivers at no cost to the Town for the evacuation drills.

The Contractor must have a telephone connection through which the School Department may make quick contact with the owner and/or her/his agent. The phone number(s) must be submitted upon award of the contract. The Contractor shall appear for conferences with the Superintendent or their designee when requested.

The Contractor shall provide written reports of bus counts showing the number of riders on each bus and each trip and these are to be made on two consecutive days each month, or more often as required by the Superintendent or her/his designee. These reports are to be compiled by the Contractor and turned into the above office during the second week of the month, or within two days of request.

Nothing in this bid will preclude the Lincoln Public Schools from using other vehicles for transportation purposes when deemed to be in the best interest of the Lincoln Public Schools. The Contractor recognizes and agrees that it shall not have a right to compensation for the Schools' use of other

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vehicles in such circumstances. This would in no way release the Contractor from its obligations to transport all students as designated for transportation by the Lincoln Public Schools.

Under G.L. c. 71 Section 7A, the Division of Occupational Safety (DOS) is required to set the rate for school bus drivers when the municipal population equals or exceeds 16,000. According to the most recent data published by the U.S. Department of Commerce, Bureau of the Census, the population of the Town of Lincoln does not equal or exceed 16,000. Therefore, no rate of pay can be set by DOS.

All bidders on this Contract shall be required to comply with the provisions of Massachusetts General Law Chapter 151B. The successful bidder shall also be required to comply with the provisions of the Non-Discrimination statute.

Minority or Women-Owned Business Enterprise Plan. The Committee encourages the Contractor to follow the principles outlined in Executive Order 526, Order Regarding Non- Discrimination, Diversity, Equal Opportunity and Affirmative Action, issued by Governor Patrick on February 17, 2011. The document is available at the following URL: www.mass.gov/courts/docs/lawlib/eo500-599/eo526.pdf

Equality: The vendor may furnish an item equal to that named or described in the Specifications and 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 equality only.

An item shall be considered equal if in the sole discretion of the Awarding Authority it is equal in:

- quality, durability, appearance, strength, and design.
- it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased.
- it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications

3. FLEET SIZE AND CONFIGURATION

Actual fleet size and configuration for regularly scheduled transportation will be determined by the Committee to meet 2023-2024 school year needs. Based on 2022-2023 school year needs, a minimum of seven (7) buses are estimated for the 2023-2024 school year for grades K-8. One (1) bus for may be needed for grades 9-12 for Minuteman High School. Each of the seven (7) Lincoln campus buses and one (1) Minuteman bus are responsible for one AM trip and one PM trip.

Additionally,

- one of the seven (7) Lincoln campus buses is responsible for a late bus trip for Boston resident students enrolled in the Lincoln Public Schools METCO program.
- One or the same bus is available for transportation afterschool between Hanscom and Lincoln Campuses for Student Activities
- Up to two (2) buses will be responsible for Minuteman Vocational Technical School transportation if known by July 15 of each year prior to the new school year beginning

During the term of this contract, the Committee reserves the right to ask the Contractor to furnish additional buses to meet the needs of the District. The Contractor agrees to furnish the additional buses and to charge the price per bus as shown on Bid Form #2 if notification is given 30 days prior to the start of the increase in service.

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Any buses added to the fleet because of any such change must meet all existing specifications and be no older than the oldest bus in regular service under this contract. The current contract rates in effect at the time of the change notification shall apply for any buses added to the fleet. All changes in routes are to be approved by the Superintendent or her/his designee.

During the term of this contract, the Committee reserves the right to ask the Contractor to reduce the number of buses if fiscal considerations, enrollment or a school reorganization warrants it. The Contractor agrees to reduce their annual charges by the contract price per bus as shown on Bid Form #2 if notification is given 30 days prior to the start of the reduction in service.

4. **EQUIPMENT**

During the lifetime of the contract, including any option years which may be executed, no vehicle (bus or chassis) shall be more than six years old, nor have an original odometer reading of more than one hundred and fifty thousand (150,000) miles. At least one of these vehicles should be new at the start of the first contract year, and at least one of these vehicles shall be new at the start of the third contract year. If the option year(s) are exercised, at least one of these vehicles shall be new at the start of the fourth contract year.

Buses shall conform to the following specification:

- 71or 77-passenger (depending on the size required for each route) Thomas Saf-T-Liner C2 or approved equal

All school buses must comply with current federal and Commonwealth of Massachusetts regulations. All buses shall be constructed and maintained to conform to all applicable laws, regulations and rules of the Department of Motor Vehicles, the Department of Environmental Protection and the Department of Public Utilities. The Committee wishes to emphasize its desire to reduce smoke from buses by requiring buses used under this contract to undergo emissions testing, by requiring buses used under this contract to meet the stringent California emission standards set for model year 2005 and beyond, and by requiring all buses used under this contract to use ultra-low sulfur diesel (ULSD) fuel, in accordance with the provisions of Massachusetts General Law and DEP regulations.

The attention of potential bidders is directed to the following sections of Chapter 90 of the

General Laws of the Commonwealth of Massachusetts:

- | | | |
|-----|----------------|-------------------------------------------------------------------|
| 1. | Section 1 | Definitions. |
| 2. | Section 1A | School Bus Registration. |
| 3. | Section 7A | Inspection of School Buses. |
| 4. | Section 7B | Requirements as to operation of school buses. |
| 5. | Section 7C | Minimum standards for construction and equipment of school buses. |
| 6. | Section 7CC | Transportation of special needs children. |
| 7. | Section 7D | Application of Sec. 7B; additional equipment. |
| 8. | Section 8A | Operators of school buses; licensing, training instructors. |
| 9. | Section 8A 1/2 | Operators of school buses under section 7D; licensing exceptions. |
| 10. | Section 14 | Precautions for safety. |
| 11. | Section 16A | Stopped motor vehicles. |
| 12. | Section 16B | Idling of motor vehicle engine on school property. |
| 13. | Section 17 | Speed limits in operation of school buses. |

The Committee notes the provisions of MGL Chapter 90, Section 16A, and Mass DEP regulation 310 CMR

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7.11(1)(b). Both limit vehicle idling to no more than five minutes for the uses proposed under this contract. The Committee wishes to emphasize its desire to reduce smoke from buses by requiring buses used under this contract to be idled for as little time as possible. The Contractor will include training in how to eliminate unnecessary idling in its annual training program for drivers, and periodically remind drivers of the importance of the Mass DEP idling reduction program. The Contractor will be responsible for any fines or penalties levied as a result of a failure to comply with MGL Chapter 90, Section 16A and 16B or Mass DEP regulation 310 CMR 7.11(1)(b).

The Town of Lincoln and/or its employees shall be held harmless in the event of damage to or malfunction of any vehicle used within the scope of this contract.

No bus shall be used which does not have a sign bearing the words "School Bus" attached to the front and rear of the vehicles, as required by MGL Chapter 90, Section 7B.

A sign reading "Bus Empty" shall be placed on the back window of the bus at the end of each trip segment following a check of all seats to ensure no child has remained on the bus.

Written reports of conditions of buses, as determined at time of inspection during the first week of January, March, May, August and November, shall be submitted to the Superintendent or their designee.

All vehicles used in the execution of a contract for school transportation shall be equipped with safety mud and snow tires on the rear or driving wheels from November 1st through March 31st of each year.

All buses used during the length of this contract must be equipped with an operable two-way radio and/or cellular telephone. If cellular phones are used, they must be on every bus on every run, and the telephones must be operative and turned on during all routes. All buses in the fleet must be equipped with flame-retardant seating and factory-installed seat belts.

All buses used during the length of this contract must be equipped with video cameras to record the activities within the bus from at least three vantage points. The Contractor will provide video recording equipment to allow the recording of activities on all buses simultaneously.

Route identification markings shall be prominently affixed to the side of all regularly scheduled buses, and maintained so that students can easily identify buses from the bus stop.

On or before the last day of August and December of each year, the Contractor must provide a list showing license plate numbers and registration certificate numbers as issued by the Registrar of Motor Vehicles. The list shall also include the bus numbers and the cell phone numbers of each bus. This list will be submitted to the Superintendent or their designee.

There shall be no substitution of buses without permission of the Superintendent for the duration of the contract period, except in the case of emergency breakdown, and then only for a period not exceeding one (1) week. All substitute buses shall be subject to all contract requirements.

5. SPARE VEHICLES

The successful bidder will retain at least ten percent (but not less than one) of the fully operational buses to be held in reserve at the local base of operations during the time its scheduled buses are in operation. In the event that service is interrupted on any route for any reason, the Contractor must use a comparable substitute vehicle in order to serve this contract daily with the proper number of vehicles. Such buses are

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to replace buses that are out of service for maintenance, repair or inspection only. Any school bus used to replace a breakdown must be able to reach the point of breakdown within a reasonable period, no longer than 20 (twenty) minutes.

6. GARAGING

Garaging of buses in the Town of Lincoln for the execution of this Contract is optional. If the buses are garaged in Lincoln, all motor vehicle excise taxes shall be paid to the Tax Collector of the Town of Lincoln. Garaging outside of the Town of Lincoln must be within fifteen (15) miles of the Lincoln Public Schools' Central Administration Offices, Hartwell Building, Ballfield Road, Lincoln, MA 01773. Contractor shall inform Superintendent where buses are garaged.

7. OPERATION

All buses shall be cleaned by sweeping and vacuum cleaning daily, and shall be maintained free of noxious odors and poisonous gases at all times. The bus interior shall be washed with a mixture of water, detergent and disinfectant during each school vacation period. The interior and exterior surfaces of all windows shall be maintained in a clean and safe condition. Under no circumstances shall buses be operated when the operator's vision is impaired by conditions of the glass surface to the point where safety of schoolchildren is placed in jeopardy.

The schedule of route operation shall be maintained in such a manner that schoolchildren awaiting bus arrival shall not be required to wait longer than five (5) minutes beyond the time of the schedule of the stop. The bus shall not delay at a bus stop longer than necessary for schoolchildren to board the bus. Delay at bus stops to permit the boarding of schoolchildren not present during the time the bus is being loaded shall not be permitted. Pupils shall be picked up at the schools within ten (10) minutes after closing time. Changes in school hours may be instituted by the school authorities and shall not affect contract price except as additional buses or time is required.

8. TRANSPORTATION TO AND FROM SCHOOLS: LATE ARRIVALS

Each instance that a bus transporting children to school arrives at school after the scheduled drop-off or pick-up time noted in Section 3 General of SPECIFICATIONS shall be considered a late arrival. Written notification of a late arrival will be available at the Business Office for pickup daily by the Contractor. A bus will not be charged with a late arrival if the Lincoln Public Schools 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 file a report in writing 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 Lincoln Business Office reserves the right to deduct from the payments due the Contractor one-half the charge for the total daily service for each late arrival. If a bus has more than five (5) late arrivals in a period of twenty (20) consecutive school days, the Lincoln Business 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 and require the Contractor to submit a remedial plan.

It is the intent of the School District to ensure that students are picked up at bus stops each morning and dropped off at school, as well as picked up at school each afternoon and dropped off at bus stops each afternoon in a timely, efficient, and safe manner. It is expected that drivers will communicate at once

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with the Contractor and the Contractor in turn will notify the Principals if there is an issue that may affect the schedule in any way.

The Contractor agrees 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.

9. DRIVER QUALIFICATIONS AND DRIVING RULES

The Contractor shall employ as drivers, persons over the age of twenty-one, with current license to operate school buses in the Commonwealth of Massachusetts, of good character, physically fit, and known to be safe, temperate, courteous and experienced drivers. A Driver's license shall not expire within 30 days of the start of school or during the school year without a renewal appointment being scheduled.

Contractor Expectations under this contract:

The Contractor shall arrange a compulsory Driver-Training and Safety Program, which drivers must pass, before they are allowed to drive under the Town contract. The Contractor must submit to the Lincoln Public Schools Business Office, by **August 1** annually, the program description and by **September 15 or within 30 days for a new driver to Lincoln**, certification that all drivers have successfully completed the course.

The content of the course, at a minimum, must include:

- The course shall deal with student interaction, including an orientation and special instructions regarding student behavior and control, training each school year in student behavior standards and appropriate measures to be taken if problems occur.
- Safe driving habits, proper use of two-way radios and cellular telephones and emergency procedures in accordance with the General Laws and any regulation of any agency of the Commonwealth of Massachusetts.
- On-the-road training shall include the actual routes to which the driver will be assigned.
- The Contractor shall provide drivers with a copy of their schedule (Driver's Directions) and a map.
- All drivers must retake and pass the course annually. New drivers hired during the year are under the same obligations.

To the extent permitted by law, the Contractor shall determine whether any individual who is or will be employed as a school bus driver for the Town is a sex offender (as defined in G.L.c.6, § 178C), who is required to register with the sex offender registry (as described in G.L.c.6, § 178D), and any such individual shall not be eligible for employment as a school bus driver for the Town. The Contractor shall be responsible for the interviewing, qualification reviews, verifications of prior employment, and criminal history checking of all individuals who will be employed as a school bus driver for the Town. The vendor awarded a contract pursuant to this solicitation shall submit forms to the Lincoln Public Schools for CORI checks and SAFIS fingerprinting of any employee BEFORE that employee may enter any school or drive any school bus transporting students. School bus drivers must be screened by means of a Criminal Offender Record Information (CORI) search and by means of Fingerprinting, the results of which show no reason to prohibit contact with children of school age. The Lincoln Public Schools reserves the right to prohibit employees of the Contractor to drive any school bus transporting Lincoln students or be on school property based on the findings of criminal records check and as determined by the Superintendent.

The Contractor shall provide the Superintendent with a list of all school bus operators giving their full name, home address, and school bus driver's license number. The Contractor shall provide the compensation rate for each driver under this contract. This is to ensure that drivers are paid competitively

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with area Prevailing Wage Rate required of communities in the surrounding area.

To the maximum extent possible, the same driver and the same bus must be used on the same morning and the same afternoon run to provide continuity and familiarity for students.

Substitute Drivers shall be pre-qualified for the routes driven, to the maximum extent possible, at no extra cost to the Lincoln Public Schools. 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, starting times and the Town road system. Drivers may not change routes without the authorization of the Contractor, who is directed by the Superintendent or designee.

Driver Expectations:

- 1) Drivers are responsible for timely renewal of Bus Driver Licenses or provide notification to Contractor of date renewal appointment is made and completed within 30 days of expiration of driver's license.

Drivers (including substitutes) shall be required to attend

- a) Annual compulsory Driver-Training and Safety Program;
- b) August Bus Driver Meeting opening school;
- c) Health and safety training, when scheduled, that is offered to Lincoln Public Schools staff and required by the Superintendent of ALL Lincoln Public School employees;
- d) Periodic Lincoln Public Schools conducted meetings; and
- e) Drivers must participate in and comply with all training standards set forth in bid specifications.

- 2) All drivers will maintain on their bus a route listing of all bus stops and a student roster of students riding their bus .
- 3) The Contractor/Drivers shall not permit rude, abusive, or careless behavior or language by drivers toward students, school personnel or the public.
- 4) All drivers shall prominently display a photo ID badge containing the driver's name, ID number and the Contractor's name. Drivers must complete a sufficient number of dry runs to insure familiarity with the routes such that drivers will be able to complete the routes within the scheduled times.
- 5) The Drivers shall maintain order among schoolchildren within the school bus. Drivers shall report schoolchildren disobeying their instruction by using provided Conduct Forms. Completed forms shall be given to the school principal for disciplinary action according to the School Committee Transportation Policy. In no case shall a student be put off the bus at a place other than the student's regular bus stop or at school. Nothing herein shall prevent an operator from reprimanding a pupil for action that might cause harm to her/himself and/or others.
- 6) It shall be the responsibility of the operator to assure that the safety of schoolchildren is not jeopardized during boarding and disembarking. The bus shall remain stationary until children have safely crossed the street in the direction of their homes.
- 7) Drivers shall report complaints by schoolchildren or parents of schoolchildren to the school principal promptly, within one day.
- 8) The drivers shall place the safety of schoolchildren above any other consideration at all times and

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shall, under no circumstances, leave the bus unattended at any time while it is occupied.

- 9) Courteous, careful, firm drivers who can remain in complete control of students in their vehicles are required. Drivers must be able to communicate clear instructions to students in their vehicles in order to maintain control and safety. The Committee reserves the right for the Superintendent or the Administrator for Business and Finance to interview any driver and, if for reasonable cause, require the Contractor to transfer this person to another route or cease using the driver within the scope of this contract.
- 10) No passengers are to be permitted on any vehicle while in use excepting school students or authorized personnel of the Lincoln Public Schools or the contractor.
- 11) Drivers will wear seatbelts at all times.
- 12) The Drivers shall check student passes and riding tickets of all riders on a daily basis for all routes and disallow regular use of the bus to those students who do not possess an appropriate pass or ticket. This does not preclude an operator's decision to grant exceptions if regular riders forget passes.
- 13) Smoking, expectorating or chewing of tobacco shall not be permitted on buses at any time. The use of profane or immoral words or language shall not be permitted whether children are on the bus or not. Bus radios shall be turned off while students are on board. All buses shall have NO Smoking Signs posted conspicuously.
- 14) Lincoln Public Schools reserves the right to demand a change of drivers at any time without written notice.

10. DISPATCHING AND FIELD SERVICE

The Contractor must employ a qualified, full-time non-driving Transportation Manager acceptable to the Committee who serves as the Safety Officer for the contract. The Transportation Manager must be on duty while any bus is on the road including to and from school field trips and athletic events. The Transportation Manager shall be equipped with a personal vehicle, two-way radio and/or cellular telephone. The Transportation Manager should be accessible by drivers and Contractor's office at all times during the times when service to Lincoln Public Schools is being provided. Additionally, there should be a designee identified when the Transportation Manager is unavailable.

It is the Transportation Manager's duty to maintain communication between the school and bus drivers while the buses are in operation. In the event of a failure of communication such that a bus cannot communicate directly with the school, the bus driver shall immediately notify the Transportation Manager. The Transportation Manager shall then immediately contact the school, and shall act to maintain communication between the bus and the school by conveying messages back and forth by telephone or bus radio.

The Transportation Manager's duties shall include but not be limited to the following:

- Conferring with the Lincoln Public Schools Business Office and principals regarding schedules, bus stops, routes, ridership, student conduct, accidents, vandalism and other safety matters and emergencies. The Transportation manager shall report in person to the Lincoln Public Schools Business Office as requested.
- Investigating complaints including service irregularities, student behavioral problems, vandalism and

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bus driver incidents. In each case, an initial report must be submitted in writing by the next school day to the Lincoln Public Schools Business Office.

- Ensuring compliance with Lincoln Public Schools accident procedures including filing a preliminary report with the Lincoln Public Schools Business Office the same day as the accident (including names of all passengers and where the injured were taken), followed by a final written report within twenty-four (24) hours.
- Visiting schools to monitor compliance with bus schedules and conferring in person on a regular basis with school representatives. Scheduling and overseeing all school bus evacuation drills.
- Spot checking driver adherence to schedules, stops and safe driving practices, including riding a particular route at the request of Lincoln Public Schools Business Office.
- Spot-checking driver compliance with the Mass DEP engine idling reduction policy.
- Working with the Lincoln Public Schools Business Office, Town Safety Officer and Police Department on safety issues including traffic congestion and parking problems.
- Conducting safety and training seminars for all drivers in preparation for the new school year.

11. REPORTS

The Contractor or operator shall make written reports to the Superintendent within twenty- four (24) hours of all accidents. In the event the accident involves injury or death of a schoolchild, an oral report shall be made at once by telephone, after notification of the police, and the rendering of assistance to the injured.

At the end of each contract year, or upon request, the Contractor shall submit a formal accident report summary from its insurance company covering the entire contract from its inception. The insurance company report shall include the date of each accident, driver name, property damage, bodily injuries, preventable or non-preventable, claims and status.

12. PAYMENTS

Payments will coincide with the schedule of warrants established by the Town of Lincoln and followed by the School Department. All payments will be for services rendered. Monthly invoices will list the number of buses by day and charges to be applied. Any additional charges will be noted separately by date, bus or route number, and rate with the reason to be stated.

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

There shall be no charges for days when service is not provided for any reason, including, but not limited to, closings for school vacations, holidays or cancellations due to inclement weather, power outages, building conditions, etc. The Lincoln Public Schools Business Office shall notify the Contractor immediately of any cancellation. The Contractor is also expected to monitor the media for "no school" announcements and weather conditions.

SPECIFICATIONS

For the purposes of transportation, Lincoln and private schools fall under the jurisdiction of Lincoln Public Schools' calendar including cancellations; therefore, when Lincoln Public Schools are closed, transportation for both Lincoln and private schools shall be cancelled.

In the event of delayed openings and emergency early-outs, due to inclement weather, power outages, building conditions, etc., the Contractor shall maintain direct contact with its Transportation Manager and drivers in order to implement revised transportation schedules in cooperation with the Lincoln Public Schools Business Office. The Contractor will respond to an early release, emergency evacuation or similar short-notice transportation requirement by providing three buses within 60 minutes of notification by the Superintendent or their designee, and a full complement of buses (currently seven) within 90 minutes. The standard bus-per-day rate shall apply for all delayed openings and emergencies.

Special programs reserve the right to negotiate with the Contractor for special rates to meet particular needs. Prices, however, shall not exceed contracted bus-per-day, hourly and field trip rates.

No payment shall be made for the use of any vehicle that is declared unfit for use (bald tires, faulty brakes, fuel or exhaust leaks) by the Registry of Motor Vehicles.

No assignment or sub-letting of contract or work, nor assignment of money due or to become due, shall be made without written consent of the Committee.

13. FORFEITURE PROVISION

If the Contractor is unable to furnish transportation for any given day, the Contractor shall reimburse the Committee for actual costs required for furnishing alternate transportation.

14. CONTRACTUAL LIABILITY

Failure to perform when such failure is due to a force majeure event, such as an Act of God, public enemy, earthquake, flood, or other similar causes beyond the control of the Contractor or the Committee, shall be good and sufficient reason for excuse from contractual liability.

15. PERFORMANCE BOND

The Contractor will, within ten (10) days of the contract award and by September 1 of each year of the contract, provide a Performance Bond in a form that is satisfactory to Town Counsel in the amount of 100% of the contract price for one year of regular transportation service, and keep that bond current for all contract and option years (if executed). The School Committee reserves the right to waive this requirement, in whole or in part, if deemed in the best interest of the Town. However, the cost shall be included for bid purposes.

16. BREACH OF CONTRACT

In the case of failure on the part of the Contractor to execute the work as provided by the Contract, the Committee reserves the right to terminate the Contract, and to secure performance of contractual duties through another Contractor, and the Committee shall collect from the Contractor any difference in price as a result of such failure on the part of the Contractor. Exercise of the rights herein specified shall not impair or affect the Town's right to recover the damages for breach of contract, either by suit on the contract or on the bond securing it.

17. INSURANCE REQUIREMENT

The Contractor will take out and maintain during the life of the contract all insurance requirements listed in **APPENDIX A**.

The Contractor shall agree to indemnify, defend, and hold the Town of Lincoln/School Department harmless from any and all claims arising out of the performance of this contract.

18. SUCCESSFUL BIDDER

The successful bidder will be asked to supply documentation, including but not limited to profit/loss statements, balance sheets, a bank reference, certified financial statements and certificates of condition, for the most recent two-year financial reporting period to determine with reasonable assurance the ability of the bidder to furnish uninterrupted busing service for the duration of the contract.

+++ End of Specifications +++

BID FORM #1

CERTIFICATES

By submitting this bid the undersigned represents to the Town of Lincoln that it has examined and understands the Invitation for Bids, contract forms, and all other documents in this bidding package and that its bid is subject to and is in conformity with all provisions contained in any of the bid documents. 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 Town 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 LPS Bid Form #2 (Pricing), which prices are incorporated by reference into this bid form.

This bid includes Addenda _____.(If any issued)

The undersigned vendor agrees that, if selected as contractor, it will within ten (10) 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.

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

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

The undersigned further certifies pursuant to M. G. L. c. 30B under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Print Name of Vendor

Signature

Date

Name of Person Signing Bid

Title: _____

Business Address: _____

Telephone: _____

Bidder Initials _____

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 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:

BID FORM # 2

PRICING

Rule for Award:

One contract will be awarded for all anticipated regular route buses, field trips and athletic events buses. Contract will be awarded to the responsive and responsible bidder with the lowest sum of the price for regular route buses for each of the three contract years, plus the cost of the performance bond for each of the three contract years, plus the combined total of the representative set of field trips and athletic events buses for each of the three contract years.

The Lincoln Public Schools is committed to fair and equitable pay for its employees and contractors. As such, each bidder is required to submit the starting hourly rate for the start of this contract

- Route Bus Driver: _____\$_____ per hour
- Athletic Bus Driver: _____\$_____ per hour
- Late Bus Driver: _____\$_____ per hour

PART A. Lincoln Regular Route Buses:

Estimated need: 7 buses for 180 days per year, each of the 7 buses is responsible for one AM trip and one PM trip

PART A REGULAR ROUTE BUSES - In any given year during the contract term, the Committee may increase or decrease the number of regular route buses. Any increase/decrease will be at the unit prices specified on this bid form.

Contract year 1 (2023-2024)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 7 buses X 180 days =	\$
Annual Cost (in words)			

Contract year 2 (2024-2025)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 7 buses X 180 days =	\$
Annual Cost (in words)			

Contract year 3 (2025-2026)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 7 buses X 180 days =	\$
Annual Cost (in words)			

Option year 1 (2026-2027)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 7 buses X 180 days =	\$
Annual Cost (in words)			

Option year 2 (2027-2028)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 7 buses X 180 days =	\$
Annual Cost (in words)			

PART B. Late Bus for Boston Resident Students Enrolled in Lincoln Public Schools (METCO)

Estimated need*: 1 bus for 70 days per year, the bus is responsible for one PM trip on Tuesday and Thursday afternoons. (The same bus can be used for regular PM trip and Late METCO bus trip.)

PART B METCO LATE BUSES - In any given year during the contract term, the Committee may increase or decrease the number of regular route buses. Any increase/decrease will be at the unit prices specified on this bid form.

Contract year 1 (2023-2024)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 1 buses X 70 days =	\$
Annual Cost (in words)			

Contract year 2 (2024-2025)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 1 buses X 70 days =	\$
Annual Cost (in words)			

Contract year 3 (2025-2026)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 1 buses X 70 days =	\$
Annual Cost (in words)			

Option year 1 (2026-2027)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 1 buses X 70 days ==	\$
Annual Cost (in words)			

Option year 2 (2027-2028)

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 1 buses X 70 days =	\$
Annual Cost (in words)			

PART C. Minuteman Regular Route Buses

Estimated Need: *PART C MINUTEMAN REGULAR ROUTE BUSES - In any given year during the contract term, the Committee may increase or decrease the number of regular route buses. Any increase/decrease will be at the unit prices specified on this bid form.*

	Daily Rate		Annual Cost (in numerals)
Price per bus per day:	\$	X 1 buses X 180 days =	\$
Annual Cost (in words)			

	<u>Daily Rate</u>		<u>Annual Cost (in numerals)</u>
<u>Price per bus per day:</u>	<u>\$</u>	<u>X 1 buses X 180 days =</u>	<u>\$</u>
<u>Annual Cost (in words)</u>			

	<u>Daily Rate</u>		<u>Annual Cost (in numerals)</u>
<u>Price per bus per day:</u>	<u>\$</u>	<u>X 1 buses X 180 days =</u>	<u>\$</u>
<u>Annual Cost (in words)</u>			

	<u>Daily Rate</u>		<u>Annual Cost (in numerals)</u>
<u>Price per bus per day:</u>	<u>\$</u>	<u>X 1 buses X 180 days =</u>	<u>\$</u>
<u>Annual Cost (in words)</u>			

	<u>Daily Rate</u>		<u>Annual Cost (in numerals)</u>
<u>Price per bus per day:</u>	<u>\$</u>	<u>X 1 buses X 180 days =</u>	<u>\$</u>
<u>Annual Cost (in words)</u>			

PART D. Field Trip & Athletic Events Buses:

Estimated need: Approximately 177 buses with drivers to the representative destinations shown on Attachment 1 to Bid

PART D FIELD TRIPS AND ATHLETIC EVENTS - In any given year during the contract term, the Committee may increase or decrease the number of trips and waiting time. Any increase/decrease will be at the unit prices specified on this bid form.

Please fill out the attached Athletics and Field Trip Price Schedule (Attachment 1 to Bid Form #2), entering a price for each destination for each of the three contract and two option years. Pricing for the purposes of determining the lowest responsive bidder will be the total of the price of a representative set of Field Trip and Athletic Events requests for each of the three contract years. The Awarding Authority will calculate the price of a representative set of Field Trip and Athletic Events requests by multiplying the representative number of trips by the per-trip price from the Athletics and Field Trip Price Schedule for the applicable contract year.

ATHLETICS AND FIELD TRIP PRICE SCHEDULE

Attachment 1 to Bid Document #2 Page 1 of 3

			Enter Price for each destination for each year					# of roundtrips in representative sample for bid decision
			Contract Years			Option Years		
			1	2	3	1	2	
	Roundtrip mileage	hours	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	
FIELD TRIP DESTINATIONS								
From Hanscom Middle School 6 Ent Road, Hanscom AFB, MA 01731 and Hanscom Primary Schools 2 Eglin Street, Hanscom AFB, MA 01731								
Boston-All destinations in Central Boston	46	3						
+parking and tolls								
Boston-All destinations in Central Boston	46	4						
+parking and tolls								
Boston- All destinations in Central Boston	46	5						1
+parking and tolls								
Boston- All destinations in Central Boston	46	6						7
+parking and tolls								
Bedford H.S., Bedford	9	2						1
Discovery Museum, Acton	22	3						3
Essex River Cruise, Essex	80	6						1
Franklin Park Zoo	74	6						1
Harvard Museum of Natural History	52	6						1
Honey Pot Orchard, Stow, MA	34	5						3
John Glen Middle School, Bedford, MA	18	3						1
Lincoln Public Schools Lincoln Campus	10	VARIES						12
Lowell National Historic Park	38	4						2
Museum of Sciene, Boston, MA Drop Off Only	34	n/a						3
Pierce House, Lincoln	9	4						2
Walden Pond/Concord Museum (plus parking)	10	6						1
Worcester Art Museum	78	6						3
Per Hour Charge Over Hours Quoted								

ATHLETICS AND FIELD TRIP PRICE SCHEDULE

Attachment 1 to Bid Document #2 Page 2 of 3

			Enter Price for each destination for each year					# of roundtrips in representative sample for bid decision
			Contract Years			Option Years		
			1	2	3	1	2	
	Roundtrip mileage	hours	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	
FIELD TRIP DESTINATIONS								
From Lincoln Campus 6 Ballfield Road, Lincoln, MA 01773								
Boston- All destinations in Central Boston	46	3						8
+parking and tolls								
Boston-All destinations in Central Boston	46	5						2
+parking and tolls								
Boston-All destinations in Central Boston	46	6						7
+parking and tolls								
Camp Sargent, Hancock, NH	112	Drop/Pick						2
Canobie Lake Park, Salem, NH	73	6						3
Concord Courthouse, Concord, MA	9	5.5						2
Drumlin Farm, Lincoln	4	3						2
Food Project Lincoln	2	3						2
Hanscom Air Force Base	10	2						1
Heifer Farm, Rutland, MA	74	6						2
Honey Pot Orchard, Stow, MA	28	4						2
Lincoln Public Schools Lincoln Campus (Kindergarten)	1	1						1
Lincoln-Sudbury Regional High School	12	2						2
Lowell National Historic Park	46	6						8
Lynn Auditorium, Lynn, MA	54	4						2
Mass Bay Community College, Wellesley, MA	23	6						1
Minuteman National Park, Lexington, MA	8	5						2
Museum of Sciene, Boston, MA Drop Off Only	34	n/a						3
Peabody Essex Museum, Salem, MA	58	6						2
Plimoth Plantation, Plymouth, MA	120	6						8
Strawbery Banke Museum, Portsmouth, NH	131	7						2
Per Hour Charge Over Hours Quoted								
TOTAL FIELD TRIP BOTH CAMPUSES								106

ATHLETICS AND FIELD TRIP PRICE SCHEDULE

			Enter Price for each destination for each year					# of roundtrips in representative sample for bid decision
			Contract Years			Option Years		
			1	2	3	1	2	
	Roundtrip mileage	hours	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	
ATHLETIC TRIP DESTINATIONS								
From Hanscom Middle School 6 Ent Road, Hanscom AFB, MA 01731								
Bedford	8.6	4						2
Carlisle	18	4						2
Lincoln	9.2	4						3
Lexington - Diamond	8.4	4						4
Lexington - Clarke	7.4	4						3
Parker School - Shirley field	51.4	4						2
Waltham	12	4						2
Watertown	17.4	4						2
Weston	20	4						3
From Lincoln Campus 6 Ballfield Road, Lincoln, MA 01773								
Acton	21.2	4						3
Bedford	21	4						3
Belmont	20.4	4						1
Carlisle	21.6	4						4
Concord	14	4						3
Dedham	37.2	4						1
Lexington - Diamond	16.6	4						4
Lexington - Clarke	13.4	4						1
Hanscom	9.2	4						3
Mystic Valley	33.4	4						1
Parker School - Shirley field	49.6	4						1
Sudbury	18	4						1
Waltham	12	4						2
Watertown	17.4	4						2
Wayland	17.4	4						1
Wellesley	24.8	4						4
Westford	38	4						1
Weston	15.2	4						6
TOTAL NUMBER ATHLETIC TRIPS BOTH CAMPUSES								65
Per Hour Charge Over Hours Quoted								
The School Committee reserves the right to adjust the price of field trips and athletic trips based on the hourly rates above. *								

Bid Form # 3

Performance Bond

Contract year 1 (2023-2024)

	Annual Cost (in numerals)
Price of Performance Bond =	\$
Annual Cost (in words)	

Contract year 2 (2024-2025)

	Annual Cost (in numerals)
Price of Performance Bond =	\$
Annual Cost (in words)	

Contract year 3 (2025-2026)

	Annual Cost (in numerals)
Price of Performance Bond =	\$
Annual Cost (in words)	

Option year 1 (2026-2027)

	Annual Cost (in numerals)
Price of Performance Bond =	\$
Annual Cost (in words)	

Option year 2 (2027-2028)

	Annual Cost (in numerals)
Price of Performance Bond =	\$
Annual Cost (in words)	

BID FORM #4

INVENTORY OF EQUIPMENT

Please provide the information below for equipment bidder anticipates using in performance of the contract. You may use a separate document, however, please attach the form below and write "See Attached". If you need a from please complete information below on the form provided

	Vehicle ID Number	Model Year	Seating Capacity	Model	Present Mileage	Mileage per Gallon	Overall Present Condition
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

BID FORM #5

REFERENCES

Bidder must provide at least three (3) school bus transportation references with at least one (1) being from school district(s) of similar enrollment or school bus usage (within 20%) for 550 students to which the bidder provided service consisting of at least seven buses on a daily basis within the past three years.

REFERENCE 1:

Name _____

Address _____

Contact Person _____

Phone _____

Fax _____

Email _____

REFERENCE 2:

Name _____

Address _____

Contact Person _____

Phone _____

Fax _____

Email _____

REFERENCE 3:

Name _____

Address _____

Contact Person _____

Phone _____

Fax _____

Email _____

STATEMENT OF NON-DISCRIMINATION IN EMPLOYMENT

BID FORM # 6

Please provide a signed Statement of Non-Discrimination in Employment for your company certifying compliance with the provisions of Massachusetts General Law Chapter 151B. (You may write your policy on this form or attach a copy of your company's policy and write "SEE ATTACHED" to this form)

DESCRIPTION OF ANNUAL SAFETY TRAINING

BID FORM # 7

Please provide a description of the annual safety training your company conducts. (You may write on this form or attach a copy of your company's plan)

FUEL ADJUSTMENT CLAUSE

BID FORM # 8

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

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

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

When there is an average monthly variation of ~~five cents (\$0.05)~~ ten cents (\$0.10) per gallon or less, up or down, from the base price of gasoline, as established at the time of the contract bid, there will be no adjustment. On the first day of any month of any increase of more than ~~five cents (\$0.05)~~ ten cents (\$0.10) per gallon, additional payment for each one cent (\$0.01) per gallon will be made to the contractor for the number of gallons used for transportation. **This must be accompanied by wholesale price verification from the gasoline supplier.** This will continue until gasoline prices come within the ~~five cents (\$0.05)~~ ten cents (\$0.10) per gallon variation allowance. If the average monthly cost of gasoline decreases more than ~~five cents (\$0.05)~~ ten cents (\$0.10) per gallon, a lesser payment of each one cent (\$0.01) per gallon will be made to the contractor for the number of gallons used for transportation. This will continue until gasoline prices come within the ~~five cents (\$0.05)~~ ten cents (\$0.10) per gallon variation allowance.

In both cases, any adjustment will be made each month for the term of the contract.

The amount of adjustment will be calculated as follows:

Gallons Used Per Day: Total daily route mileage X miles per gallon of the vehicles

Gallons Used Per Month: Gallons used per day X number of days that students were transported

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

Signature:	
Title:	
Company:	
Address:	
Telephone:	
Date:	
Confirm Adjustment Rate used for this contract	\$0.10 or \$

Bidders shall submit this form fully completed with each bid.

FUEL COSTS

- 1) The amount of fuel consumed for purpose of adjustments will be determined by the total daily route mileage as defined in this contract - as adjusted to meet changing conditions. The adjustment will be based on the average price of fuel for the month as listed by Boston Tank Price to be used for computation of base cost included in these bid documents for the term of this contract. A copy of the price listing by Boston Tank price shall be submitted with the bid.
- 2) The monthly cost of the contract will be adjusted up or down based upon the price of fuel established at the time of the bid. Adjustments will be made only when the price varies from the base by plus (+) or minus (-) \$.05 and the adjustment will be made based on the average price for the month. Copies of the price listing (Boston Tank price) will be submitted when price adjustments are required or when requested by the school system.
- 3) The fuel adjustment will be accomplished using the following:
 - a) Established starting price of fuel (established at time of bid)
 - b) The fuel consumption rate in miles per gallon for 65-71 passenger buses shall be Miles-per-gallon based on the bus manufacturer's specifications.
 - c) The amount of adjustment will be calculated by using the formula below:

$$\frac{\text{TOTAL DAILY ROUTE MILEAGE} =}{\text{Miles per gallon (Manufacturer's Specifications)}}$$

Gallons used per day X number of school days that month X adjusted figure per gallon
(only above or below \$.10 per gallon)

- 4) Calculations to be received on a monthly basis. The fuel cost increase or decrease must remain in effect from the first operating day of the month through the last operating day of the month based on the actual price paid per gallon.
- 5) In order to receive reimbursement for increased fuel costs as provided herein, the Contractor must provide receipts for said fuel on a monthly basis throughout the contract term as verification of such increase, as well as an accurate accounting (live miles per trip) of the fuel used for the Town's services.
- 6) Under no circumstances shall the City absorb fuel costs not associated with the contract. The Contractor agrees to maintain accurate and complete records relative to the use of fuel under the Contract which shall be made available to Lincoln or METCO prior to the awarding of any fuel adjustment.
- 7) Any change in the State motor fuel tax shall be adjusted on a penny-for-penny basis during the life of the contract. It will be separately computed outside the five-cent price adjustment limit based on the gallons used per day as calculated in the above formula.
- 8) Bidder may change the reimbursement rate up to \$0.20 per gallon on the Bid form

BID CHECKLIST BID FORM #9

Items to Enclose in Sealed Bid

Check Off

Completed and Signed Bid Form #1 Certificates (2 pages)	
Completed and Signed Bid Form #2 Pricing (7 pages including 3 pg. attachment)	
Completed and Signed Bid Form #3 Performance Bond (1 page)	
Completed and Signed Bid Form #4 Equipment (1 page)	
Completed and Signed Bid Form #5 References (1 page)	
Completed and Signed Bid Form #6 Non-Discrimination (1 page)	
Completed and Signed Bid Form #7 Annual Safety Training (1 page)	
Completed and Signed Bid Form #8 Fuel Escalation Clause (2 pages) With wholesale price verification from the gasoline supplier.	
Completed and Signed Bid Form #9 Checklist (1 page)	
Signed and dated Addenda (If any were issued)	
Copy of accident record for the past three (3) years	
Certificate or other evidence of insurability	
Certified Check, Treasurer's or Cashier Check or Bid Bond made payable to the Town of Lincoln per the Instructions.	

By signing this form, I certify that the enclosed documents are a true copy attest

Company Name

Representative's Signature

Print Name

Title of Representative

LINCOLN PUBLIC SCHOOLS 2022-2023 BUS ROUTES

BUS #1

Stop#	TIME	BUS STOP
1	7:17AM	18 Juniper Ridge Road
2	7:17AM	135 Bedford Road
3	7:18AM	157 Bedford Road
4	7:18AM	Bedford Road & Silver Birch Lane
5	7:23AM	Meeting House
6	7:39AM	129 Lexington Road
7	7:40AM	116 Lexington Road
8	7:41AM	Oak Meadow Road & Lexington Road

BUS #2

Stop #	TIME	BUS STOP
1	7:18AM	71 Weston Road
2	7:19AM	21 Silver Hill Road
3	7:20AM	Stratford Way & Trapelo Road
4	7:21AM	Huckleberry Hill Road & Trapelo Road
5	7:23AM	149 Old County Road
6	7:24AM	Forester Road & Winter Street
7	7:24AM	79 Winter Street
8	7:25AM	71 Winter Street
9	7:25AM	59 Winter Street
10	7:26AM	Winter Street & Old Winter Street
11	7:27AM	33 Winter Street
12	7:29AM	Storey Drive & Page Road
13	7:29AM	33 Page Road
14	7:30AM	Page Road & Page Farm Road
15	7:31AM	Davison Drive & Page Road
16	7:32AM	94 Page Road
17	7:37AM	Tabor Hill Road & Trapelo Road
18	7:39AM	130 Trapelo Road
19	7:40AM	76 Trapelo Road

BUS #3

Stop #	TIME	BUS STOP
1	7:16AM	124 South Great Road
2	7:17AM	South Great Rd at Canoe Landing
3	7:18AM	Sweet Bay Lane and South Great Road
4	7:19AM	117 South Great Road
5	7:23AM	153 South Great Road
6	7:24AM	Meadowbrook Road and South Great
7	7:24AM	179 South Great Road
8	7:29AM	10 Linway Road
9	7:29AM	Old Sudbury Road & Linway Road
10	7:30AM	Willarch Road & Concord Road
11	7:31AM	Giles Road & Concord Road
12	7:31AM	230 Concord Road
13	7:32AM	218 Concord Road
14	7:33AM	213 Concord Road
15	7:34AM	184 Concord Road
16	7:38AM	Stone Pillars
17	7:39AM	106 Concord Road
18	7:40AM	Baker Bridge Road & Woods End Road
19	7:41AM	44 Baker Bridge Road
20	7:42AM	67 Baker Bridge Road

BUS #4

Stop#	TIME	BUS STOP
1	7:14AM	181Lincoln Road
2	7:14AM	185 Lincoln Road
3	7:15AM	166South Great Road
4	7:15AM	148South Great Road
5	7:20AM	Birchwood Ln and Kettle Hole Dr
6	7:20AM	Chestnut Circle
7	7:24AM	267Concord Road
8	7:25AM	257Concord Road
9	7:26AM	11 Longmeadow Road
10	7:26AM	26 Longmeadow Road
11	7:26AM	33 Longmeadow Road
12	7:26AM	37 Longmeadow Road
13	7:27AM	87 Old Sudbury Road
14	7:27AM	84 Old Sudbury Road
15	7:27AM	30 Old Sudbury Road
16	7:28AM	Boyce Farm Rd & Old Sudbury Rd
17	7:29AM	9 Old Sudbury Road
18	7:29AM	279South Great Road
19	7:33AM	19 Warbler Springs Road
20	7:34AM	23 Warbler Springs Road
21	7:34AM	17 Cerulean Way
22	7:35AM	Tower Road & Stonehedge
23	7:40AM	160 Tower Road
24	7:40AM	Twin Pond Lane & Tower Road
25	7:41AM	124 Tower Road
26	7:42AM	110 Tower Road

BUS #5

Stop #	TIME	BUS STOP
1	7:19AM	180 Weston Road
2	7:20AM	174 Weston Road
3	7:20AM	144 Weston Road
4	7:20AM	145 Weston Road
5	7:21AM	136 Weston Road
6	7:23AM	27 Conant Road
7	7:24AM	Conant Road & Laurel Drive
8	7:25AM	60 Conant Road
9	7:25AM	67 Conant Road
10	7:26AM	96 Conant Road
11	7:27AM	Old Conant Road & Conant Road
12	7:31AM	338 South Great Road
13	7:32AM	284 South Great Road
14	7:34AM	98 Codman Road
15	7:35AM	72 Codman Road
16	7:37AM	Lincoln Road & Lewis Street
17	7:38AM	Lincoln Road & Ridge Road
18	7:40AM	Wells Lot

BUS #6

Stop #	TIME	BUS STOP
1	7:12AM	213 Sandy Pond Road
2	7:20AM	Goose Pond Road & Deer Run Road
3	7:21AM	79 Autumn Lane
4	7:23AM	1 Mary's Way
5	7:28AM	20 Deerhaven Road
6	7:28AM	Deerhaven Road and Partridge Ln
7	7:30AM	3 Garland Road
8	7:32AM	196 Sandy Pond Road
9	7:33AM	192 Sandy Pond Road
10	7:34AM	164 Sandy Pond Road
11	7:35AM	138 Sandy Pond Road
12	7:42AM	Bedford Road & Hilliard Road

BUS #7

Stop#	TIME	BUS STOP
1	7:18AM	40 By Pass Road
2	7:19AM	25 By Pass Road
3	7:21AM	42 Brooks Road
4	7:21AM	36 Brooks Road
5	7:21AM	Brooks & Smith Hill Road
6	7:25AM	37 North Great Road
7	7:26AM	59 North Great Road
8	7:27AM	26 Sunnyside Lane
9	7:28AM	8 Sunnyside Lane
10	7:29AM	12 Morningside Lane
11	7:30AM	Morningside Lane & Bedford Lane
12	7:38AM	Mill Street & Lexington Road
13	7:39AM	Reiling Pond Road & Lexington Rd
14	7:42AM	Tracey's Back Lot

Minuteman High School

SAMPLE BUS ROUTE

Town of Sudbury and Town of Lincoln

**Dependent Upon Number of Students
Each Year**

Currently 0 students riding

Bus Stop Location	Morning Pickup
Stops in Sudbury	
North Rd & Great Rd (St John Evangelical Church Parking Lot)	5:55am
Puffer & Haynes*	6:05am
Fairbanks & Twin Meadow Ln.	6:10am
Fairbank School	6:12am
Saxony & Churchill	6:13am
Lakewood & Hudson	6:15am
Summer & Dutton	6:18am
Willow & Meadowbrook	6:20am
Peakham & Bent	6:22am
Boston Post Rd & Brimstone	6:32am
655 Boston Post Rd	6:35am
King Phillip & Rt. 20	6:50am
Landham & Blackmer	6:58am
Landham & Russet	7:00am
Stops in Lincoln	
Lincoln Road & Longmeadow	7:17am
Bowles Ter. & Rt. 117	7:20am
Stonehedge & Tower	7:23am
Wells Lot	7:30am
Morningside & Bedford	7:35am
Arrival Minuteman High School	7:45am

*After turnaround at St. John church bus will now take a right on Haynes. (Previously bus went down Puffer Lane.)

12/1/2022

Lincoln Public Schools Mail- Prevailing wage schedule for Wage Request number :20221130-032



Prevailing wage schedule for Wage Request number :20221130-032

PWADoNotReply@notice.mass.gov <PWADoNotReply@notice.mass.gov>

Thu, Dec 1, 2022 at 11:22 AM

To [REDACTED]

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

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

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

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

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APPROVAL/DENIAL COMMENTS



Lincoln Public Schools

Ballfield Road
Lincoln, Massachusetts 01773

CONTRACT For School Bus Transportation Lincoln Public Schools Lincoln, Massachusetts

In consideration of the agreements on the part of the other herein contained, the parties hereto agree as follows:

The "Contract" consists of each of the following "Contract Documents": this Agreement, the "Invitation to Bid" issued by the Lincoln Public Schools including the Specifications and any addenda thereto (the "IFB"), and the Response to the IFB submitted by the Contractor (the "Response").

1) Explanations

Whenever the word "Committee" or a pronoun in place thereof is used herein, it shall mean the School Committee of the Town of Lincoln, as from time to time constituted, or its duly authorized agent, and in the event of any change in the Laws, Town by-laws or procedures whereby the supervision of the transportation of school pupils shall become vested in another board, committee, official or employee of the Town, then said word "Committee" or pronoun shall mean such board, committee, official or employee of the Town or its or his duly authorized agent. Whenever the word "Contractor" or a pronoun in place thereof is used herein, it shall mean XXXX, the successful bidder.

2) Description of Work

The Contractor agrees to do, at its own expense, all the work specified in this IFB and in this agreement and furnish all the vehicles, equipment and labor for transportation of school pupils within the Town of Lincoln and on Hanscom Air Force Base (herein called "Regular Transportation") and for transportation of public school athletic teams, coaches, cheerleaders, band and any other groups composed of public school pupils which bear the school name and are under the control of the Committee, within and without the Commonwealth, to places where athletic contests or physical education, sports, games, plays, musical festivals, competitions or other events are held (herein called "Field Trips" and "Athletic Transportation"), all in accordance with the terms and provisions of this contract and the IFB, its completed Pricing Form including Attachment 1 and the Transportation Contract Specifications, copies of which are attached hereto and incorporated herein by reference, and in a proper and thorough and workmanlike manner and to the satisfaction of the Committee.

3. Term of Contract

The term of this contract shall commence on August 1, 2023 and, unless sooner terminated as hereinafter provided, shall end on July 31, 2026.

3) Specifications as to Time and Manner of Performance

The Contractor shall:

- a) Furnish school bus transportation in the town, at hours comfortable to class schedules, in accordance with directions and in conformity with the Transportation Contract Specifications.
- b) Provide bus transportation for public school athletic teams, individuals and other groups as set forth in the Transportation Contract Specifications, as ordered by the Committee at least three (3) days in advance of the date for which such transportation is ordered.
- c) Comply with any and all reasonable directions of the Committee with respect to changes in schedules, routing, type and care of vehicles and such other matters as the Committee may deem necessary or advisable for the proper transportation of school pupils.
- d) Provide vehicles conforming to the Transportation Contract Specifications and to school bus requirements of the General Laws of Massachusetts and rules and regulations of the Registrar of Motor Vehicles, and, without hereby limiting the generality of the foregoing, shall not use for such transportation a school bus, as defined in section one of Chapter ninety of the General Laws, other than a vehicle for the operation of which security is required to be furnished under section six of Chapter one hundred and fifty-nine A, unless there shall first have been filed with the Registrar of Motor Vehicles and by copy with the Town Clerk of the Town of Lincoln the certificate of an insurance company or surety company authorized to issue or to execute as surety within the Commonwealth motor vehicle liability policies or bonds, both as defined in section thirty-four A of Chapter ninety, except as to amount, and unless there is in force such a policy or bond issued or executed as aforesaid, covering such school bus, which provides indemnity, protection or security to the amount or limit of at least one million dollars (\$1,000,000) on account of injury to or death of one person, of at least one million dollars (\$1,000,000) on account of any one accident resulting in injury or death of more than one person, and at least one million dollars (\$1,000,000) on account of damage to property, to be further supplemented with an umbrella liability policy in the amount of five million dollars (\$5,000,000). The Town of Lincoln and the Lincoln Public Schools c/o the Lincoln School Committee, its agents, employees, and assigns shall be named additional insureds. Failure to maintain such a policy or bond during the term of this contract shall be a breach hereof and shall forthwith terminate this contract.
- e) As applicable compensate school bus operators at an hourly rate which shall not be less than the minimum hourly rate determined by the Commissioner of Labor and Industries in accordance with Section 7A of Chapter 71 of the General Laws, as amended, set forth in the Transportation Contract Specifications attached hereto and incorporated herein.

4) Compensation and Payment

The Town agrees to pay and the Contractor agrees to receive as full compensation for services performed under this contract, the amounts shown on the Bid Form #2, with Attachment 1, as submitted in response to the IFB, a copy of which is attached.

5) Assignment

The Contractor shall not assign by power of attorney, or otherwise, or sublet, the work or any part thereof without the previous written consent of the Committee, and shall not, unless with like consent, assign, either legally or equitably, any of the monies payable under this contract or its claim thereto.

6) Inspections and Reports

The Committee shall have the right at any reasonable time to inspect the equipment and premises of the Contractor used in connection with this contract, including the right to enter upon any such property owned or occupied by the Contractor, whether situated within or beyond the limits of the town, provided that the Committee shall notify the Contractor of any expected visit. Whenever requested, the Contractor shall furnish to the Committee full and complete written reports of its operations under this contract in such detail and with such information as the Committee may request, as may be related to the duties and obligations of the Contractor under this contract and to their proper performance, the Contractor's compliance with the Contract, Bid response and Transportation Contract Specifications, and the safety of the children transported. All such reports shall be delivered to the Town within two (2) working days of any such request.

7) Protection Against Liability

The Contractor acknowledges and agrees that it is responsible as an independent contractor for all operations under this contract and for all the acts of its employees and agents, including any assaults by its employees or agents on students or other passengers, hereunder and agrees that it will indemnify and hold harmless the Town and its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including reasonable attorney's fees and expenses.

If such claim is made, the Town may retain out of any payment, then or thereafter due the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses, unless the contractor, prior to the date of the occurrence which gives rise to such claim, shall have obtained and maintained in force Contractual Liability coverages for the contract indemnification set forth in this Article 8 with limits not less than those required by the Transportation Contract Specifications for personal injury and property damage liability coverages, or has caused the Town of Lincoln to be included as a named insured in the policy for said personal injury and property damage liability coverages, and has furnished certificates to the Town evidencing whichever of said insurance coverages is applicable.

8) Termination for Improper Performance

The Contractor agrees that if at any time during the term of this contract the Committee determines that the Contractor is negligently or incompetently performing the work, or any part thereof, or that the Contractor is unable to the satisfaction of the Committee to perform the same, or is not complying with the directions of the Committee, or is otherwise failing to perform this contract in accordance with all of its terms and provisions, the Committee may, after forty-eight (48) hours written notice to the Contractor if the matter complained of remains uncorrected, at its election at any time thereafter, terminate this contract by written notice to the Contractor. In any such case, the notice terminating the contract shall specify the effective date of such notice, and thereupon, upon the date so specified, this contract shall terminate, but such termination shall not prejudice or waive any rights of action which the Town may have against the Contractor because of any default or failure in performance of this contract up to the date of such termination, and the Contractor shall be liable to the Town for any amount which the Town may be required to pay for labor and equipment for the services provided for in this contract during the remainder of the period covered by this contract over and above the amount that would have been paid to the Contractor for the performance of the work during said period.

9) Insurance

The Contractor shall obtain before commencement of the work and maintain throughout the term of the Contract the following policies of insurance written by a company satisfactory to the Committee and shall submit a certificate that such insurance is in force and effect at the time of the execution of this contract: Workers' Compensation as required by the laws of Massachusetts; motor vehicle liability coverage, including both bodily injury and property damage, in amounts or limits at least equal to those required under sub-paragraph (d) of paragraph 4 hereof. The Contractor shall furnish written certificates evidencing such insurance coverage, including the name of the insuring company, policy numbers and amounts of coverage to the Committee on or before August 31st and December 31st in each of the years covered by this contract. Upon the request of the Committee, the Contractor shall provide copies of all such insurance policies for review by the Committee. During the term of this agreement if, for any reason, the Contractor's insurance is canceled, the office of the Superintendent shall be notified immediately. All policies of insurance shall contain a provision that prior to cancellation of the insurance, the carrier will endeavor to give at least ten (10) days written notice of the proposed cancellation of such insurance to the Town.

10) Performance Bond

The Contractor shall furnish for each year of the term of this contract a bond in a form approved by the Committee and with a surety company authorized to do business in the Commonwealth of Massachusetts and approved by the Committee, conditioned on the Contractor fully performing all of his obligations under this contract, unless this requirement is formally waived by the School Committee.

11) Indemnity

Contractor shall indemnify and save harmless the Town, its officers, agents, representatives, and employees from and, if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof including reasonable attorneys' fees for injury to, or death of a person, including employees of Contractor, or loss of, or damage to property, resulting directly, from Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by town or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Town, except to the extent that such indemnity is void, or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Town, and is not contributed to by any act of or any omission, to perform some duty imposed by law or agreement on Contractor, its subcontractors or the agent or employees of either.

12) Certification of Appropriation

This Agreement is subject to the budget and fiscal provisions of the Town. Charges will accrue only after prior written authorization certified by the Town, and the amount of the Town's obligation hereunder shall not at any time exceed the amount certified for the purposed and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to the Town at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expenses of any kind at the end of the term for which funds were appropriated.

13) Compliance with Americans With Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly to through a contractor, must be accessible to the disabled public. Contractor shall provide the services and other activities provided by a public entity to the public whether directly or through a contractor must be accessible to the disabled public. Contractor shall provide the services specified in this agreement in a manner that complies with the ADA to the extent applicable and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Agreement.

14) Certification of Compliance with Massachusetts Law

By executing the contract documents, the Contractor certifies under the pain and penalty of perjury, pursuant to M.G.L. c. 62C, §49A, that the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding of child support. Contractor is also explicitly prohibited from any activity that would violate M.G.L. c. 268A.

15) Massachusetts Laws

This contract shall be considered to include all terms required to be included in it by applicable Massachusetts laws as though such terms were set forth in full herein. No outside understandings or verbal amendments shall be considered part of this contract.

IN WITNESS WHEREOF the parties have hereto set their hands and seals, the Town of Lincoln by a majority of its School Committee, who, however, incur no personal liability by reason of the execution hereof or anything herein contained, both in quadruplicate, as of the XXX day of January, of the year two thousand and eighteen.

TOWN OF LINCOLN

By _____
John MacLachlan, Chair, School Committee

By _____
Rebecca McFall, Superintendent

(Affix Corporate Seal)

Successful Bidder

By _____
Title: