



# LINCOLN PUBLIC SCHOOLS

BUCKNER M. CREEL  
ADMINISTRATOR FOR BUSINESS AND FINANCE

April 29, 2011

To: School Committee  
Mickey Brandmeyer  
From: Buckner Creel

Subject: Contract amendment and option exercise – Bus transportation

**Background.** On February 1, 2008, the School Committee entered into a contract with Doherty's Garage, Inc. for the transportation of resident Lincoln School students. The contract included pricing for three contract years of service (2008-2011) and for two options years (2011-2012 and 2012-2013).

**Discussion.** Municipal contracts are governed by the provision of the Uniform Procurement Act, Chapter 30B of the Massachusetts General Laws (MGL 30B). Section 12 of MGL 30B allows the awarding authority to exercise options to extend the contract performance period if the options were included in both the original solicitation and the contract, if the contract provides the awarding authority with the sole discretion to exercise the option and if the awarding authority determines that exercising the option is advantageous.

The 2008 contract pricing for the two option years is high by current standards; the increase from FY11 to FY12 is 9%, and from FY12 to FY13, 6.3%. The administration initially considered a new competition for transportation services, as the increases anticipated by others for new contracts are in the 3-6% range. When informed of this tentative decision, Doherty's offered to provide new pricing for both option years.

Section 13 (5) of MGL 30B says that "the governmental body, with the agreement of the contractor, may reduce the unit price for supplies or services or both specified in a contract to be paid by the governmental body at any time during the term of the contract or when an option to renew, extend or purchase is exercised." After some negotiation, Doherty's agreed to a 2.8% increase for Option Year 1, and a 1% increase for Option Year 2. The resultant prices are shown below.

Period	Cost for 7 bus routes	Percent increase
Contract Year 3 (current )	\$364,140	
Option Year 1 (FY12)	\$374,220	2.8%
Option Year 2 (FY13)	\$378,000	1.0%

**Conclusions & Recommendations.** A quick discussion with several sources involved in the procurement of school bus services indicates that they expect to receive a cumulative increase greater than 6% over two years from their competitive procurements. I have determined that the 3.8% increase over two years negotiated with Doherty's Garage, a price below that allowed by the current contract, is more advantageous to the Committee than the price expected from an open competition.

A contract amendment is required to substitute the newly-negotiated prices for those included in the original contract; the proposed amendment is attached. The language and form of the amendment was reviewed by the School Committee's counsel. The negotiations included recognition that the prices are offered in anticipation of the School Committee agreeing to exercise both option years now. The ability to exercise multiple option years was confirmed by both the Committee's counsel and counsel for the State Inspector General's office, the Massachusetts proponents for MGL 30B.

Accordingly, I recommend that the School Committee VOTE to amend the contract with Doherty's Garage, Inc. to incorporate new pricing for Option Years 1 and 2, and to exercise the contract options for bus service for both option years.



# Lincoln Public Schools

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## Amendment 1 to CONTRACT For School Bus Transportation Lincoln Public Schools Lincoln, Massachusetts

On February 1, 2008, the Lincoln Public School Committee, Lincoln Public Schools, Ballfield Road, Lincoln, MA 01773 ("Committee") and Doherty's Garage, Inc., 161 Lincoln Road, Lincoln, MA 01773 ("Contractor") (collectively, the "Parties") entered into a contract for the transportation of school pupils. The contract included pricing for three (3) contract years of service (2008-2011) and for two (2) options years (2011-2012 and 2012-2013). The Parties wish to amend the contract to reflect new pricing for the two (2) option years.

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

1. Paragraph 5 Compensation and Payment of the Contract is amended to read:

The Town agrees to pay and the Contractor agrees to receive as full compensation for services performed for Contract years 1 through 3 under this contract, the amounts shown on the Bid Form #2, with Attachment 1, as submitted in response to the IFB. Pricing for Option years 1 and 2 shall be:

### **PART A. Lincoln Regular Route Buses:**

Estimated need: 7 buses for 180 days per year\*:

#### **Option year 1 (2011-2012)**

Price per bus per day: \$ 297 X 7 buses X 180 days = \$ 374,220.00 Annual Cost (in numerals)  
Three hundred seventy-four thousand two hundred twenty dollars and no cents  
Annual Cost (in words)

#### **Option year 2 (2012-2013)**

Price per bus per day: \$ 300 X 7 buses X 180 days = \$ 378,000.00 Annual Cost (in numerals)  
Three hundred seventy-eight thousand dollars and no cents Annual Cost (in words)

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*\*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.*

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2. A revised Attachment 1 to Bid Form #2, reflecting new pricing for Field Trip and Athletic Buses for Option years 1 and 2, is attached and replaces the Attachment 1 to Bid Form #2 submitted with the original bid.

3. The Contractor acknowledges that it has not been influenced to enter into this Amendment, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
4. By entering into this Amendment, the Contractor certifies and reaffirms under penalties of perjury that its original Bid for the Contract was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
5. By entering into this Amendment, the Contractor hereby agrees that it shall continue to comply with any and all insurance and indemnification requirements contained in the original Contract for the Contract Term, including any options for renewal thereof.
6. By entering into this Amendment, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with and that it shall continue to comply with all laws of the Commonwealth relating to taxes, to reporting of employees and Contractors, and to withholding and remitting child support.
7. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Amendment. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
8. The Contractor reaffirms herein that it shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor reaffirms that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
9. The Contractor reaffirms that it shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.
10. The Contractor shall not assign or subcontract in whole or in part this Amendment or in any way transfer any interest in this Amendment without the prior express written approval of the Lincoln Public Schools.
11. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect. Provided, however, that nothing herein shall be construed as to limit the ability of the parties to further amend the contract by mutually acceptable written instrument or to limit the ability of the Lincoln School Committee to exercise any option it may have under the original contract.

IN WITNESS WHEREOF, the Committee and the Contractor have caused this Amendment to be executed under seal by their respective authorized officers on \_\_\_\_\_, 2011.


LINCOLN SCHOOL COMMITTEE

By \_\_\_\_\_  
Jennifer Glass  
Chair, School Committee

By \_\_\_\_\_  
Michael Brandmeyer  
Superintendent, Lincoln Public Schools

DOHERTY'S GARAGE, INC.

(Affix Corporate Seal)

\_\_\_\_\_  
By  \_\_\_\_\_  
Cynthia Murphy  
President

APPROVED AS TO AVAILABILITY OF APPROPRIATION

This is to certify that an appropriation in the amount of this Amendment to Contract is available therefor, and that the Lincoln Public Schools is authorized to execute this Amendment to Contract and to approve all requisitions and execute change orders.

By \_\_\_\_\_  
Colleen Wilkins  
Finance Director, Town of Lincoln

Dated: \_\_\_\_\_


# ATHLETICS AND FIELD TRIP PRICE SCHEDULE

			Enter Price for each destination for each year					# of trips in representative sample for bid decision
			Contract Years			Option Years		
			1	2	3	1	2	
14-Apr-11	miles	hours	2008-09	2009-10	2010-11	2011-12	2012-13	
FIELD TRIP DESTINATIONS:								
Boston-All destinations in Central Boston	46	3	220	227	234	241	243	10
+parking and tolls			At current rate	At current rate	At current rate	At current rate	At current rate	10
Boston- All destinations in Central Boston	58	5	315	325	335	344	347	16
+parking and tolls			At current rate	At current rate	At current rate	At current rate	At current rate	16
Blue Hills Reservation	50	6	327	337	347	357	361	
Camp Sargent, Peterborough NH	180	Drop/Pick	395	410	420	432	436	4
Canobie Lake Park, Salem, NH	77	6	365	375	387	398	402	
Brewster, MA-One day, return by 2:30pm	211	6	450	464	478	491	496	6
Brewster, MA-Two days, return by 2:30pm	211		875	900	925	951	961	
After 2:30pm		Per Hour	45	46	47	48	48	
Cambridge	33		315	325	335	344	347	
Crane Beach, Ipswich, MA	81	5	337	347	357	367	371	
+parking and tolls			Parking at current rate	Parking at current rate	Parking at current rate	Parking at current rate	Parking at current rate	
Drumlin Farm, Lincoln	4	5	180	185	190	195	197	5
Forth Cliff, Hamarock, MA (119 miles RT)	120	5	390	400	412	424	428	1
Framingham	32	6	295	304	313	322	325	2
	32	3	230	237	244	251	254	
	32	2.75	220	227	234	241	243	
Great Meadows, Concord	11	3	187	193	199	205	207	3
T.F. Green Airport, Providence, RI (During school hours)	125	Drop off or Pick up (4hrs)	320	330	340	350	354	
T.F Green Airport, Providence, RI (Before or after school hours)	125	Drop off or Pickup (4hrs)	320-unless exceptionally early or late	330-unless exceptionally early or late	340-unless exceptionally early or late	350-unless exceptionally early or late	353-unless exceptionally early or late	
Hanscom Air Force Base	10	2	130	135	140	144	145	8
Harvard, MA	40	4	270	278	287	295	298	
Hammond Castle, Gloucester, MA	87	4	315	325	335	344	347	2
Higgins Museum, Worcester, MA	82	5	337	347	357	367	371	4
John Glen Middle School, Bedford, MA	14	1.5	175	180	185	190	192	
Lexington/Concord Historical Area	8	3	215	220	227	233	235	4
Lincoln-Sudbury Regional High School	14	2	187	193	199	205	207	1
Lowell	53	4	285	294	303	311	314	1
Mt Monadnock	121	6	435	448	460	473	478	
Mystic Seaport, CT	103	6	525	540	555	571	577	
New Bedford, MA	138	6	445	458	472	485	490	
Plimoth Plantation, Plymouth, MA	144	7	455	469	483	497	502	1
Rockport	50	5	375	385	398	409	413	
Salem, MA	56	5	335	345	355	365	369	2
Seven Seas Whale Watch Gloucester	87	7.5	465	479	493	507	512	
Smolak Orchard, N Andover, MA	68	4	298	307	317	326	329	1
Stone Zoo, Stoneham, MA	37	4	270	278	286	294	297	1
Old Sturbridge Village, Sturbridge, MA	113	8	495	510	525	540	545	
Swampscott, MA	57	5	335	345	355	365	369	

Contractor initials CPM Committee initials \_\_\_\_\_

# ATHLETICS AND FIELD TRIP PRICE SCHEDULE

			Enter Price for each destination for each year					# of trips in representative sample for bid decision
			Contract Years			Option Years		
			1	2	3	1	2	1
14-Apr-11	miles	hours	2008-09	2009-10	2010-11	2011-12	2012-13	
Topsfield, MA	63	5	330	340	350	360	364	
Wheelabrator, Auburn/Millbury, MA	92	4	336	347	357	367	371	
Wingaersheek Beach, Gloucester, MA	91	5	355	366	377	388	392	
+parking and tolls			Parking at current rate	Parking at current rate	Parking at current rate	Parking at current rate	Parking at current rate	
Woods Hole	264	5	395	410	420	432	436	
Per Hour Charge Over Hours Quoted: :			45	46	47	48	48	

Contractor initials  Committee initials \_\_\_\_\_

# ATHLETICS AND FIELD TRIP PRICE SCHEDULE

			Enter Price for each destination for each year					# of trips in representative sample for bid decision
			Contract Years			Option Years		
			1	2	3	1	2	
14-Apr-11	miles	hours	2008-09	2009-10	2010-11	2011-12	2012-13	
ATHLETIC TRIP DESTINATIONS								
Arlington	20	4	262	270	278	286	289	4
Acton	30	4	262	270	278	286	289	5
Ayer	54	4	295	303	312	321	324	2
Bedford	21	4	220	227	233	240	242	1
Belmont	26	4	252	260	267	274	277	1
Bolton	47	4	284	293	301	309	312	
Carlisle	33	4	262	270	278	286	289	9
Concord	20	4	220	227	233	240	242	6
Groton	54	4	295	303	312	321	324	3
Hanscom to Bedford	21	4	220	227	234	241	243	4
Hanscom to Lincoln	10	4	180	185	190	195	197	6
Harvard	53	4	295	303	312	321	324	
Hopkinton	70	4	305	315	324	333	336	
Hudson	56	4	295	303	312	321	324	
Lancaster	89	4	332	342	352	362	366	
Lexington	22.5	4	220	227	233	240	242	4
Lincoln to Hanscom	10	4	180	185	190	195	197	11
Lowell	38	4	274	282	290	298	301	1
Marblehead	64	4	332	342	352	362	366	
Maynard	15	4	220	227	233	240	242	
Mystic Valley	71	4	313	322	332	341	344	
Natick	29	4	262	270	278	286	289	
Needham	32	4	262	270	278	286	289	3
Newton	39	4	262	270	278	286	289	3
Roxbury Latin	50	4	295	303	312	321	324	2
Shirley	57	4	284	293	301	309	312	2
Southborough	68	4	305	315	324	333	336	
Stow	42	4	262	270	278	286	289	1
Sudbury	21	4	220	227	233	240	242	2
Tyngsboro	60	4	295	303	312	321	324	1
Waltham	20	4	220	227	233	240	242	
Watertown	28	4	241	249	256	263	266	1
Wayland	22	4	241	249	256	263	266	5
Wellesley	27	4	262	270	278	286	289	4
Westford	28	4	262	270	278	286	289	5
Weston	24	4	220	227	233	240	242	
Per Hour Charge over hours quoted			45	46	47	48	48	

The School Committee reserves the right to adjust the price of field trips and athletic trips based on the hourly rates above. \*

Contractor initials CPM Committee initials \_\_\_\_\_