

CHARTERED TRANSPORTATION SERVICES

BID #2015-01
BID OPENING THURSDAY, MARCH 27, 2014
10:00 A.M.

TABLE OF CONTENTS

<u>Page #</u>	<u>TITLE</u>	<u>Form #</u>	<u>Check List</u>
1	Bid Instructions	Form #1	_____
2	Good Standing		_____
NB3 – NB7	Notice To Bidders	Form #2	_____
T8 – T9	Terms and Conditions		_____
S10 – S23	Specifications		_____
24	U.S. Department of Energy “Base Price of Fuel”		_____
25-26	Prevailing Wage Rates		_____
27	Quality Requirements		_____
28	Reference Form		_____
P29	Bid Price Proposals		_____
30	Fuel Suppliers Form		_____
31	Vehicle Listing		_____
32	Listing of Operators		_____
33	Contractor Certification		_____
34	Signature Form	Form #3	_____
35	Non-Collusion Form and Tax Compliance Certification	Form #5A	_____
36 – 39	Somerville Living Wage Ordinance	Form #7	_____

CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE, MA 02145

BIDDING INSTRUCTIONS FOR **BID #S2015-01**

Enclosed you will find an invitation to bid for:

"Furnishing of Chartered Transportation Services"

When submitting bid, please identify bid clearly.

Bid # S2015-01, "Furnishing Chartered Transportation Services", Time: 10:00 a.m.

Date: Thursday, March 27, 2014 on the outside of your sealed bid.

BID SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award.

VERY IMPORTANT

WHEN SUBMITTING BID DOCUMENTS, PLEASE RETAIN ORDER OF DOCUMENTS AS ORIGINALLY PROVIDED.

Form #2 - "Notice to Bidders" signed by authorized designee.

Form #3 - "Signature Form" completed by authorized designee.

Form #5A - "Non-Collusion Form and Tax Compliance Certification" signed by authorized designee.

Form #7 - "Somerville Living Wage Ordinance Form" signed by authorized designee.

NOTE: IF VENDOR IS INCORPORATED - SEE ATTACHED "GOOD STANDING FORM"

Please review and return with your sealed bid as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

NOTE: THERE WILL BE A PRE-BIDDERS CONFERENCE ON TUESDAY, MARCH 18, 2014, 10:00 A.M. AT: SOMERVILLE PUBLIC SCHOOLS, 42 CROSS STREET, SOMERVILLE, MA 02145. ALL BIDDERS ARE WELCOME AND STRONGLY URGED TO ATTEND. PLEASE BE ON TIME.

Your cooperation is greatly appreciated.

CERTIFICATE OF GOOD STANDING

TO: VENDOR

FROM: SCHOOL DEPARTMENT

RE: **CURRENT GOOD STANDING FORM**

The **AWARDED VENDOR** must comply with our request for a **CURRENT “CERTIFICATE OF GOOD STANDING”**.

If you require information on how to obtain the Good Standing Certificate or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office, Order Room for Corporations at **(617) 727-2850** (Press #1) located at One Ashburton Place, 17th Floor, Boston, MA or you may access their web site at: www.MA.GOV/SEC/COR.

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a “foreign corporation”, but is not registered to do business in Massachusetts, please provide the Good Standing Certificate from your state of incorporation.

Please note that without the above certificate(s), the City of Somerville, School Department cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your original Certificate of Good Standing to the School Department, Finance Office.

Thank you,

Patricia Durette,
Finance Director

CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE

PROPOSAL AND CONTRACT FOR THE
FURNISHING OF CHARTERED TRANSPORTATION SERVICES
FOR

SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2017

NOTICE TO BIDDERS

1. INVITATION:

The City of Somerville School Committee invites bids for furnishing Chartered Transportation Services for the Somerville Public Schools in accordance with the Specifications.

- 1.1 This contract work will be awarded to one Contractor, at the sole discretion of the School Department. (See Bid Price Proposal Page 29.)
- 1.2 For purposes of inviting bids, the contract work is to be bid for school buses with seating for seventy-seven (77) pupils (standard seating). One (1) bus must be handicapped accessible, equipped with a wheelchair lift and two (2) tie downs, and made available upon request of the Administrator at same price bid.
- 1.3 The children are to be picked up at designated school locations as requisitioned by the Administrator.
- 1.4 Numbers are estimated and subject to change. The City of Somerville School Department makes no guarantee of the number of Chartered Transportation Services required. All trips are subject to funding and budgetary restrictions.

2. PERIOD OF CONTRACT(S):

The successful bidder shall be required to enter a written contract for a period of three (3) years commencing September 1, 2014 through August 31, 2017.

3. STUDY FOR SPECIFICATIONS:

- 3.1 Before submitting a bid, each bidder shall fully inform itself in regard to all conditions pertaining to carrying out the contract for furnishing Chartered Transportation Services for the City of Somerville. The signature of the bidder on

the proposal page shall certify that the bidder has fully examined all terms and Conditions of the bid contract documents and agrees to be bound thereby.

- 3.2 Certain information regarding the numbers, the locations and destination of the athletic events, music activities and/or school/program field trips, in effect will be available to bidders at the Office of the Finance Director, Somerville School Department, 42 Cross Street, Somerville, MA 02145. Neither the City of Somerville nor any of its officers, agents or employees is responsible for the accuracy of, or bound by, such examples or plans. The Bidder acknowledges that scheduling and routing information will change depending upon program needs and program locations for the duration of the contract.

4. **BID PRICE PROPOSALS:**

- 4.1 All bids shall be submitted on the "Bid Proposal" form attached herewith.
- 4.2 The types of transportation services to be furnished under this Specification and contract are described in Article 2 of the Specifications.
- 4.3 "Bid Proposal" form shall be filled out in full. Each bidder shall indicate the proposed price in both words and figures for each item of transportation services.

5. **BID SUBMISSION:**

- 5.1 The Bid shall be completely filled in and signed by the bidder or its authorized officer. The Bid shall be enclosed in a separate envelope, sealed and plainly marked **Bid # S2015-01, "Furnishing Chartered Transportation Services", Time: 10:00 a.m. Date: Thursday, March 27, 2014**
- 5.2 The Bid shall be filed with the Office of the Finance Director, 42 Cross Street, Somerville, MA 02145 before the time designated in the Advertisement for the opening of bids. Bid shall be accompanied by a bid deposit in the form of a certificate of deposit, bid bond, certified check or a treasurer's or cashier's check with company name, issued by, a responsible bank or trust company, and payable to the City of Somerville, in the amount of five percent (5%) of the total price bid.
- 5.3 No bidder may withdraw its bid unless no award has been made at the expiration of twenty (20) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 5.4 All bid deposits will be returned upon the execution and delivery of the contract or if no award is made, at the expiration of twenty (20) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

- 5.5 If a bidder fails to perform its agreement to execute a contract and furnish a performance bond and payment bond as required by Article 8.1 of the "Notice to Bidders" within ten (10) calendar days after notice of the acceptance of its bid is given or mailed by the School Committee, its bid deposit shall become and be the property of the City and the bidder shall be liable to the City for the balance of the City's damages.

6. EVIDENCE OF ABILITY TO PERFORM:

- 6.1 Each bidder shall furnish, with its Bid, evidence satisfactory to the School Committee that it has sufficient ability and experience in the transportation of students (see Reference Form); that it has available through ownership or lease duly licensed vehicles of the number, type, year, and passenger accommodations specified (see Vehicle Listing Form); and that it employs trained and duly licensed drivers to enable it to perform the work to the satisfaction of the Administrator (see Listing of Operators Form).
- 6.2 Each bidder shall completely fill out and submit the Bid, including documentation giving clear evidence of the bidder's commitment and ability to replace and update its school buses to comply with the Specifications throughout the period of the contract. If a bidder does not currently have available school buses which meet Specifications, it shall set forth, where indicated on the proposal form, evidence that it will be able to satisfy the requirements for school buses set forth in the contract documents by the time chartered school bus service is to commence.
- 6.3 The successful bidder shall deliver to the Finance Director a complete accident record for the previous three (3) years prepared by the bidder's insurance carrier within ten (10) calendar days after notice of acceptance of bid is given or mailed by the School Committee. The record should be accompanied by a statement regarding fleet size and operations for that period.
- 6.4 A statement outlining current fuel supply status; specifically, source of fuel supply required to fulfill existing contractual commitments, and plans being formulated to obtain the fuel necessary to execute the contract. (See Fuel Suppliers Form)

7. CONTRACT(S) AWARD:

The School Committee reserves the right to waive any minor informalities and to accept or reject any and all bids or to accept or reject any part of parts thereof, and to award the contract as the School Committee deems to be in the best interest of the City. Bids not conforming to Specifications will be rejected.

8. **BONDS:**

- 8.1 The penal sum of said performance bond and payment bond shall be 50% of the price bid for the contract.
- 8.1.1 A performance bond and a payment bond, in the amount as stated above shall be from a surety company authorized to do business in Massachusetts and satisfactory to the Finance Director, will be required of each successful bidder for the three (3) year term beginning with the date of notice of award of the contract and ending August 31, 2014.
- 8.2 The successful bidder(s) shall deliver the performance bond and payment bond, to the Finance Director within then (10) calendar days after notice of acceptance of bid is given or mailed by the School Committee to the successful bidder.

9. **INSURANCE:**

Each successful bidder shall deliver to the Finance Director within ten (10) calendar days, after notice of acceptance of Bid is given or mailed by the School Committee certificates prepared by the insurer to the effect that the insurance policies required by Article 5 of the Specifications have been issued to the bidder. The certificates shall be on a form satisfactory to the Finance Director.

10. **TAXES:**

The City is exempt from federal excise taxes and from the Massachusetts sales tax (Certificate No. M 046-001-414). Exemption certificates will be signed where necessary following award to the successful bidder.

11. **QUESTIONS:**

All questions as to the interpretation of the Specifications shall be addressed at the Pre-Bidders Conference or submitted in writing to the Finance Director at least five (5) calendar days prior to the time designated in the Advertisement for the opening of bids. Any answers to such questions will be sent or given by the Finance Director in writing to every person or firm on record as having taken a set of Bid Documents.

12. **ADDENDA:**

The School Committee reserves the right to amend the Bid Specifications by giving or mailing copies of addenda to each person who has received or picked up Bid Documents.

**NOTE: THERE WILL BE A PRE-BIDDERS CONFERENCE ON TUESDAY,
MARCH 18, 2014 AT 10:00 A.M. AT:**

**SOMERVILLE PUBLIC SCHOOLS
42 CROSS STREET, CONFERENCE ROOM
SOMERVILLE, MA 02145
Telephone: 617-629-5236 or 617-625-6600 x6010**

**ALL BIDDERS ARE WELCOME AND STRONGLY URGED TO ATTEND. PLEASE
BE ON TIME.**

The job is a prevailing wage project. The bidder must comply with the prevailing wage rates set by the Department of Labor and Industries under G.L., c.149, § 27. Rates will be included in the specifications.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

PHONE: _____

FAX: _____

TERMS AND CONDITIONS

1. **FREIGHT ON BOARD (F.O.B.)**

All prices are to be firm, F.O.B. delivered destination (Somerville), to the address specified on the "Notice to Bidders" or any other department location doing business for the City of Somerville in need of such services.

2. **UNIT PRICE**

In case of error in extension of prices quoted herein, the unit price will govern.

3. **PRICE REDUCTION**

It is understood and agreed that should any price reductions occur between the opening of this bid and completion of this delivery, the benefit of all such reductions will be extended.

4. **BID BOND**

A Bid Bond, Cashier's Check or a Certified Check made payable to the City of Somerville as a deposit of good faith in an amount not less than the amount specified in the "Notice to Bidders", may be required of each bidder on all bids, and if so required, the "Notice to Bidders" shall so specify. All bids not accompanied by such deposits where required will be rejected. The City reserves the right to reject a Bid Bond as insufficient.

5. **BONDS**

Where required, the successful bidder shall furnish a satisfactory Performance Bond and/or Payment Bond within ten (10) calendar days after notification of the bid award. Failure to furnish required Bonds within the period specified may be cause for rejection of the bid and any deposit may be retained by the City of Somerville.

6. **INTERPRETATION OF SPECIFICATIONS/TERMS**

Any prospective bidder requesting an interpretation of existing specifications of terms and conditions may do so at the Pre-Bidders Conference, or must do so not less than five (5) calendar days prior to scheduled bid opening date. All requests are to be in writing to the School Department and are to be in duplicate.

7. **CANCELLATION OF BID**

To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Finance Director. Correction or modifications must be sealed when submitted.

TERMS AND CONDITIONS (CON'T)

8. **SAMPLES**

The qualified low bidder will be required to submit samples upon request of the Finance Director. Acceptable samples will be determining factor in the vendor selection process.

9. **FINANCIAL AND OPERATIONAL INFORMATION**

By submitting a bid, the bidder authorizes the City of Somerville to contact any and all parties referenced by the bidder regarding financial and operational information.

10. **PAYMENT**

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of this contract.

11. **DOCUMENTATION**

Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.

12. **EXTENSION OF CONTRACT**

The City reserves the right to extend this contract for a maximum not to exceed ninety (90) days or twenty-five percent (25%) of the contract value at the sole discretion of the Finance Director.

**CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE, MA 02145**

CHARTERED TRANSPORTATION SERVICES

SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2017

SPECIFICATIONS

ARTICLE 1 GENERAL

- 1.1 The Contractor shall furnish Chartered Transportation Services for the Somerville Public Schools in accordance with the attached Specifications. The closing of any school or schools by the Superintendent or the School Committee will relieve the School Department from payment for transportation services for the day or days that the school or schools are closed.
- 1.2 Furnishing transportation for the Somerville Public Schools shall include without limitation, the furnishing of all fuel, labor, material, equipment and services necessary and required, consisting of the following in general: transportation equipment, maintenance of equipment, operation, supervision, inspection, registration, licensing, insurance, and conformance to all applicable laws, rules, regulations, and ordinances of the United States, its Department of Transportation, the Commonwealth of Massachusetts, its Registry of Motor Vehicles, its Department of Public Utilities, its Department of Education and the City of Somerville.
- 1.3 The award of the bid shall be awarded to the lowest responsive and responsible bidder for the three (3) years of the contract. The period of the contract shall be for 3 years beginning September 1, 2014 through August 31, 2017.
- 1.4 The job is a prevailing wage project. The bidder must comply with the prevailing wage rates set by the Department of Labor and Industries under G.L. c. 149, § 27. Rates are included in this Specification.
- 1.5 The contract resulting from this I.F.B. shall consist of all bid documents, including contract forms, addenda, Contractor's certification, certificate of authority, performance bond, payment bond, and award letter.
- 1.6 The following terms or pronouns used in their stead, whenever they appear in this Specification shall be construed as follows unless the context plainly requires otherwise.

- (a) "School Committee" - The elected governing body of Somerville Public Schools, consisting of a nine (9) member board including the President of Board of Alderman and the Mayor of the City of Somerville.
- (b) "Superintendent" - Chief Executive Administrator for Somerville Public Schools.
- (c) "Administrator" - is the Supervisor of Athletics, Music, Community Schools, any Program Areas, Principals or any person designated by the Superintendent of Schools. This designation shall be made in a written form to the Contractor, and the scope of authority of the designee shall be plainly stated.
- (d) "Finance Director" - officer of the School Department who is responsible by stature for authorizing all payments.
- (e) "Pupil" - shall include any student authorized to receive transportation.
- (f) "School" - shall include any facility, institution, or program or service location.
- (g) "Office Personnel" - shall include telephone numbers, operations manager, dispatcher, safety/training supervisor, area maintenance coordinator, mechanics, tow truck & service vehicles on call during all hours of operation.

ARTICLE 2 PERFORMANCE

- 2.1 The services to be provided by the Contractor shall include school-to-school activity and/or event transportation for students and chaperons who are authorized for such transportation by the Administrator.
 - (a) In order to guarantee services, requests for transportation shall be made one (1) week Seven (7) days in advance of the service
 - (b) The vendor shall provide written confirmation for all transportation within one (1) day (24 hours) of the request.
- 2.2 The Contractor shall devise a plan using the shortest, most commonly traveled routes between pick up points and destinations.
 - (a) No person shall be transported on a vehicle then engaged in the transportation of Somerville children without the express prior approval of the Administrator.
 - (b) If the vehicle is running on time, no driver is required to wait for passengers for more than ten (10) minutes. In the event the vehicle is running more than twenty (20) minutes late, the Contractor must telephone the appropriate Administrator and indicate the extent of the tardiness.

ARTICLE 3 EQUIPMENT

- 3.1 Contractor shall furnish vehicles at all times which meet the following requirements:
- (a) A minimum of ten (10) vehicles provided for service shall be school buses with seating for seventy-seven (77) pupils (standard seating), insured, and in conformance with the specifications. One (1) bus shall be handicapped accessible, equipped with a wheelchair lift and two (2) tie downs, and made available upon request of the Administrator at same price bid.
 - (b) An increase or decrease of school buses may be required during the length of this contract, due to programmatic changes. Any increase or decrease will be at the unit prices specified in proposal page of this bid.
 - (c) On September 1st of each year of this contract, no vehicle may be older than sixty (60) months, actual age, measured from the date of the first sale of the vehicle for the purpose for which it was intended.
 - (d) Each vehicle shall be furnished, at a minimum, with the following safety equipment:
 - (1) blinker lamps
 - (2) chock blocks
 - (3) defroster
 - (4) fire extinguisher
 - (5) first aid kit
 - (6) flags and flares
 - (7) heaters
 - (8) adequate lights
 - (9) mirrors
 - (10) ventilators
 - (11) windshield wipers
 - (12) emergency brakes
 - (13) clear-sounding horn
 - (14) snow tires or "all weather tires on rear wheels between Nov. 1 and April 15 of each year.
 - (15) marked and properly working emergency exits
 - (16) two-way radios

This safety equipment is to be in good working order at all times.

- (e) All vehicles shall be constructed, equipped and maintained in conformance with all applicable laws, regulations, and rules of the United States, the Commonwealth of Massachusetts, the City of Somerville and their agencies. It is the responsibility of the Contractor to maintain these buses to all current and/or any new safety standards that may be enacted over the life of this contract. If applicable laws and regulations change during the period of this contract the Contractor will change and/or modify the equipment to meet such standards at no additional cost to the School Department.
- (f) If requested, buses will be equipped with a video monitor system.

- 2.3 The Administrator shall issue to the Contractor an authorization notice for students and chaperons to be transported under the contract.
- 2.4 Time is of the essence in this Specification. Buses shall be on the premises of the school or activity area to pick up students at the time specified. Please see Article 9.4, Specifications for "nonconforming performance".
- 2.5 If, for any reason, any vehicle designated to provide services under this Specification cannot be operated on any activity day, the Contractor shall provide suitable insured transportation in conformance with the Specifications in place thereof, at no additional cost to the City.
- 2.6 In the event the Contractor is unable to furnish transportation, the Administrator is authorized to hire a vehicle or vehicles for such time as necessary. If such nonperformance is due to any cause other than an excused nonperformance, as provided in Article 13.3 of this Specification, the Contractor shall pay the City for any additional costs which include any costs in excess of the contract price that is incurred in providing substitute transportation.
- 2.7 The Contractor shall maintain an active, functioning office and a telephone connection through which the School Department and/or the public may make immediate contact with the Contractor or its agent at any time transportation services are being rendered. The Contractor shall also provide a telephone number through which the Contractor or its agent may be reached during nights and weekends in the event of an emergency. The officers and principals of the Contractor shall, at the request of the Administrator, attend and participate in such conferences with the School Committee, parents and parent organizations, school officials or others as the Administrator may from time to time request.
- 2.8 Upon the award of the contract, the Contractor shall notify the Administrator in writing of the name, business address, telephone numbers, and position of the official assigned on its behalf, to coordinate transportation arrangements under the contract and to receive and carry out such orders and instructions as the Administrator may give.
- 2.9 The person designated in Article 2.8 of this Specification shall report immediately after its occurrence to the Administrator, or to his designee, each and every accident or any other incident or circumstance which cause or is likely to cause any delay in or interference with strict and timely performance of the Contractor's obligations under the contract. A detailed written report signed under penalties of perjury by the driver involved, shall be submitted to the Administrator not later than the close of the business day following the date of such accident, incident or circumstance.

- (g) If requested, buses will be equipped with seatbelts.
- 3.2 The Contractor shall, on a daily basis, keep the interior and exterior of all vehicles clean, operable and in first class condition and to the satisfaction of the Director or his designee.
- 3.3 The Contractor shall keep all vehicles in good working condition, and shall furnish all necessary drivers, gasoline, oil, grease, tires, maintenance and repairs through the period of the contract.
- 3.4 The Superintendent and/or Finance Director reserves the right to require, at Contractor's expense, a certificate at any time from a garage or mechanic of their choosing that the vehicles provided for service under the contract are in good working order with respect to emergency exit lights, brakes, lights, horns, mufflers, steering gear, windshield cleaners, door, tires, window, emergency exit doors, bodies and in any other respect necessary for their safe and reliable operation.
- 3.5 The Contractor shall at the commencement of the contract furnish the Superintendent and/or Finance Director with a list of all school buses to be used in the performance of the contract including reserve vehicles. The list shall include registration number, vehicle identification number, vehicle type and model year, date of purchase, such list to be compiled in numerical order by fleet number. The Contractor shall also submit a copy of the Bus Safety and Inspection records and the Company Safety Rating reports. There shall be no substitution of vehicles without permission of the Superintendent and/or Finance Director for the duration of the contract, except in the case of emergency breakdown; and then only for a period of time not exceeding five (5) consecutive days. All substitute vehicles shall comply with all Specification requirements.
- 3.6 Vendor's principle garage for vehicles used to service the Somerville School Department must be within thirty (30) miles of the City of Somerville.
- 3.7 The Administrator reserves the right to reject any vehicle offered for service under the contract which the Administrator or his designee deems to be unsafe, unreliable, or otherwise not in compliance with the Specifications of the contract documents or otherwise objectionable.
- 3.8 Vendor shall provide base to bus radio communication system, in good working order, for all vehicles engaged in performance of the contract.

ARTICLE 4 OPERATORS

- 4.1 The Contractor shall furnish fully and properly licensed drivers to operate all vehicles used in carrying out the transportation services. The Contractor shall not employ any careless or incompetent driver deemed by him to be unfit for such employment, which term shall include, without limitation, any person not performing in accordance with the Specifications any person with an unacceptable criminal record, or any person employed

in violation of the contract. Also, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or age.

- 4.2 The Contractor shall provide the Superintendent and/or Finance Director with an ever-current list of the names, home addresses, telephone numbers and drivers license numbers, including class of license of all persons employed by it for service under the contract prior to the first school day of each Contractor year and shall promptly provide such information regarding persons hired throughout each school year.
- (a) Notwithstanding the provisions of Article 4.1 above, the Administrator shall have the right to reject any person deemed to be unfit for such employment, which term shall include, without limitation, any careless, disorderly, or incompetent driver, or any person not performing in accordance with this Specification any person with an unacceptable criminal record, or any person employed in violation of the terms of this Specification. The Administrator reserves the right to require any operator to be medically examined at any time at the sole cost of the Contractor, by a physician selected by the Administrator. The Administrator has the right to reject any particular driver or drivers for any of the routes included in this contract.
- (b) The Contractor shall inform any driver rejected by the Administrator that appeal of the Administrator's decision may be made to the Finance Director or other official designated by the Superintendent. If such an appeal is taken, the driver may be accompanied by an advocate or collective bargaining representative. The decision of the Finance Director or other designated official shall be final.
- 4.3 Each driver shall have attained the age of twenty-one (21) years, shall have been a duly licensed motor vehicle operator for at least three (3) years, shall be of good moral character and sound physical condition. Operators shall be licensed as school bus drivers by the Registry of Motor Vehicles.
- 4.3.1 The Contractor shall require each applicant for employment as a driver in connection with service under the contract to answer in writing, and sign under penalties of perjury, a form making the following inquiries:
- (a) Whether the applicant has ever been convicted of a felony.
- (b) Whether the applicant has been convicted of a misdemeanor other than a first conviction for drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace within five years of his application; and
- (c) If the applicant has been convicted of any offense within five years of his application, whether he has ever been convicted of a misdemeanor other than a first conviction for the misdemeanors enumerated in (b) above. The Contractor shall also make such additional

inquiries relating to an applicant's criminal record as may become permissible under G.L. c. 151B, § 4.

- 4.4 The Contractor shall require each driver employed by it to file with the Superintendent and/or Finance Director a report made by a physician licensed to practice in Massachusetts that he/she is in sound health and capable of performing the duties of a school bus driver. This physical examination must have occurred within the prior twelve months and the physical examination certificate must be submitted or referenced during the month August 2014 and during the month of August prior to the commencement of each succeeding school year or, for persons hired after the commencement of the school year, prior to or contemporaneously with the hiring. In addition to an annual physical examination, each driver shall undergo a chest x-ray or intradermal tuberculin test and the Contractor shall report the results thereof to the Superintendent and/or Finance Director before the driver begins service under the contract.
- 4.5 The Contractor shall enforce the following driver work rules:
- (a) Drivers are prohibited from carrying weapons, alcoholic beverages and controlled substances while performing any transportation services under the contract. They also may not smoke while performing any transportation services under the contract.
 - (b) Drivers shall perform daily pre-trip inspections of their vehicles and shall report promptly in writing to the Contractor any defects or deficiencies discovered that may affect the safety of the operation of the vehicle or may result in its mechanical breakdown. Pre-trip inspection and condition reports shall be performed in accordance with the regulations promulgated by the Registrar of Motor Vehicles and the Commissioner of Public Utilities, as required by G.L. c. 90, § 7(b), cl. 16.
 - (c) Drivers shall not take disciplinary action against any student. Cases that warrant such action shall be reported immediately to the program administrator.
- Nothing herein shall prevent a driver from reprimanding a student for action that might cause harm to himself/herself or others.
- (d) Drivers shall not leave a vehicle unattended when children are in the vehicle, except in an emergency. In an emergency, the driver's first concern must be for the safety of the children.
 - (e) Drivers shall supervise boarding and discharge of children on procedures established by G.L. c. 90, § 7(b), cl. 7.
- 4.6 The Contractor shall provide annually a two-hour in-service training program for operators of vehicles carrying children. Such operators shall be required to complete the annual in-service training program. The Contractor shall notify the Superintendent and/or the Finance Director when each driver completes the required annual in-service training program.

ARTICLE 5 INSURANCE

- 5.1 The Contractor shall take out and maintain at all times during the life of this contract such Public Liability and Property Damage Insurance as shall protect him from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him and the amount of such insurance shall be as follows:
- (a) **GENERAL LIABILITY INSURANCE** - Contractor shall supply the City of Somerville with certificates of insurance covering general liability in amount not less than \$5,000,000 to any one person, and not less than \$10,000,000 in the event of one accident.
- (b) **CHILD MOLESTATION INSURANCE** – Contractor shall supply the City of Somerville with certificates of insurance covering child molestation in an amount of not less than \$250,000 per occurrence and not less than \$500,000 aggregate.
- 5.2 Before commencing performance of this contract, the Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under G.L. c. 152 (The Workers' Compensation Law, so-called) to all persons to be employed under this contract and shall continue such insurance in full force and effect during the term of the contract. Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract and may operate as an immediate termination thereof.
- 5.3 The Contractor shall submit to the Finance Director certificates of insurance as required by Appendix C – Insurance Specifications of the contract. Notice of cancellation, change or revision of insurance must be in writing and mailed to the Finance Director, 42 Cross Street, Somerville, MA 02145, at least 30 days prior as evidenced by a return receipt.
- 5.4 The Contractor shall file a copy of the Insurance policies required to be carried by him under this contract with the Finance Director within ten (10) calendar days after notice of the acceptance of its bid is given or mailed by the School Committee.

NOTE: IF DURING THE LIFE OF THIS CONTRACT YOUR INSURANCE EXPIRES, YOU SHALL BE RESPONSIBLE FOR SUBMITTING A NEW CERTIFICATE(S) COVERING THE PERIOD OF THE CONTRACT. NO PAYMENT WILL BE MADE ON A CONTRACT WITH AN EXPIRED INSURANCE CERTIFICATE.

ARTICLE 6 PRICE

- 6.1 The Contractor shall be paid for round-trip school-to-school, activity and/or event transportation for authorized students and chaperons at the price bid per school buses for such service.
- 6.2 The contract prices shall include the cost of everything furnished, done by, or resulting to the Contractor, including, without limitation, gasoline, garaging, oil, grease, repairs, wages of drivers, taxes, fees, toll, licenses, permits, certificates, insurance costs, cleaning, overhead and such other charges as are needed in connection with the Contractor work and to keep the vehicles properly equipped and in good operating condition.
- 6.3 The City of Somerville shall pay the Contractor for services provided in conformance with the contract documents rendered during the preceding month at the agreed-upon prices less any credits or adjustments provided for in the contract. No other payment shall be made to the Contractor by the City.

ARTICLE 7 FUEL PRICE FLUCTUATING CLAUSE

- 7.1 The following procedure shall apply whenever the Contractor shall request from the School Committee an increase in the cost of fuel to operate the school buses, and whenever the School Committee shall be credited if there is a decrease in the cost of fuel.
- 7.2 This bid is based upon an ultra low sulfur diesel price of 4.373 dollars and a regular gasoline price of 3.488 dollars per gallon and will be hereafter referred to as the "Base Price of Fuel". The base price of fuel was determined by the U.S. Department of Energy, Energy Information Administration's website fuel price for the New England Region as of February 17, 2014. A copy of the webpage is attached and incorporated herein. (The information is available at http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_rlx_w.htm.)
- 7.3 This clause will apply only when the base price increases or decreases more than 10% above or below the month's average price, based upon the above referenced website. The price used to calculate the monthly adjustment will be the average of the weekly prices for that month as posted on the above referenced website. For example, the contractor would bill for September runs in October. The fuel price used for calculating any adjustment for September would be the Weekly Retail Gasoline and Diesel Prices for the area: New England (PADD 1A); period: monthly. Compensated charges or credits will be based only on the cost of fuel in excess of the 10% limit.
- 7.4 For the calculation of this clause the following factors must be determined:

Gallons Used Per Day:

Total daily route mileage multiplied by the miles per gallon of the vehicle.

Gallons Used Per Month:

Gallons used per day multiplied by the number of days that students were transported.

Fuel Adjustment:

Gallons used per month multiplied by the number of cents of variation in excess of 10% from the base per gallon price.

- 7.5 Should it become necessary to enlist the above measure the Contractor will forward to the Finance Director a copy of this report that will verify the additional expense or credit due the Somerville Public Schools. All adjustments based upon the above calculations must be clearly outlined on the monthly invoice.
- 7.6 The Contractor will include appropriate documentation that establishes the above fuel cost as part of the invoicing process.

ARTICLE 8 ADJUSTMENTS

- 8.1 Any scheduled assignment of service may be canceled by the Administrator or his/her designee by notifying the Contractor orally or in writing at least one (1) hour before the first scheduled pickup time on the day in which the particular trip was to originate at the Contractor's place of garaging. Unless otherwise directed, all trips shall be deemed canceled when schools of the Somerville Public Schools are closed for reasons of inclement weather or unusual conditions. No payment will be made for canceled trips.
- 8.2 The Administrator shall have the authority to make such changes as deemed necessary in adjusting the number of vehicles, utilization of vehicles, assignment of pupils, route plans, time and dates. The Contractor shall not be entitled to any damages, including, without limitation, loss of profits, resulting from changes in circumstances which reduce the number of vehicles required to fulfill the City's transportation service needs under the contract.

ARTICLE 9 COMPENSATION VERIFICATION

- 9.1 The Contractor shall submit monthly or more frequently to the Administrator for forwarding to the Finance Director, applications for payment for services rendered on such invoice forms and with such information as the Administrator or the Finance Director shall determine. Invoices shall be listed by transportation order number and noted on the invoices. A separate invoice shall be submitted for each number and noted on the invoices. A separate invoice shall be submitted for each school bus. Each invoice is to be accompanied by an affidavit signed under penalty of perjury by an authorized agent of the Contractor affirming that all statements therein regarding dates, times, and other work claimed to have been performed are complete, correct and true.
- 9.2 Upon receipt of the invoices and preliminary verification by the Administrator that the services for which payment is claimed have been rendered, the Finance Director shall verify the value of services to be accepted by the School Committee and shall process for payment by the City Treasurer to the Contractor the verified amount less any adjustments made under the provisions of the contract. All payments made are subject to final verification and adjustment by the Administrator.

- 9.3 The Contractor shall furnish such information, estimates or vouchers relating to services as may be requested by the Administrator or the Finance Director.
- 9.4 No Compensation shall be due or made by the School Committee for nonconforming performance. Unexcused deviations beyond fifteen (15) minutes timely performance as specified in Article 2.4 of the Specifications may be deemed to be nonconforming performance. The deduction for tardy performance shall be equal to one-half of the daily charge for that trip. The deduction for nonperformance shall be the full daily charge for that trip.
- 9.5 If the Contractor takes exception to the amount to be deducted from the payment on account of the decision of the Finance Director and/or Administrator he shall, within one week of notification of said decision, file simultaneously with the Finance Director, the Administrator and the City Solicitor full statements in writing of the allowance he claims and no claim for a change in the allowance shall be considered unless such statements have been so made and filed. The Finance Director shall pass on any such claim and his decision in regard thereto shall be final.

ARTICLE 10 ASSUMPTION OF LOSS AND LIABILITY

- 10.1 The Contractor agrees that it shall pay for all materials used or employed in the performance of the work under the contract and all rental or hire of appliances and equipment employed in such work.
- 10.2 Any public or private property damaged by the Contractor in carrying out the provisions of the contract shall be restored to its original condition by the Contractor at its expense, and the materials and workmanship used must be first class in every respect. In the event the Contractor fails to make such repairs promptly to the satisfaction of the Finance Director, the School Committee may at its discretion direct that such repairs be charged against the Contractor, and that any sum or sums due or to become due to the Contractor be applied to meet the cost of such repairs.
- 10.3 The Contractor agrees to assume the defense of and hold the City, the School Committee, and the officers, agents and employees of the City and the School Committee harmless from any and all suits and claims against them or any of them arising from any act of omission of the contract, its agents or employees in carrying out the contract.

ARTICLE 11 RELATIONSHIP WITH CITY

The Contractor is retained solely for the purposes and to the extent set forth in the contract. During the term of the contract, the Contractor's relationship to the City shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract or to incur any liability on the part of the City. Neither the Contractor nor its agents or employees shall be considered as having the status or any pension rights of a City employee provided, however, that the Contractor shall be subject to all duties and penalties imposed on City employees under G.L. c. 268A regarding

conflict of interest. The City shall not be liable for any personal injury to, or death of, the Contractor, its agents or employees.

ARTICLE 12 PROHIBITION OF ASSIGNMENT, ETC.

The Contractor shall not assign, delegate, subcontract or in any way transfer or assign any obligation, interest, or right arising under the contract without prior written consent of the Superintendent and/or Finance Director. Any such action made or taken without such consent shall be void.

ARTICLE 13 REMEDIES OF SCHOOL COMMITTEE

- 13.1 If the Contractor shall fail to perform services or shall perform services in a manner which is not pursuant to the terms and conditions of the contract, the School Committee may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor, and may deduct the surplus cost of any substitute contract, or the damages sustained by the School Committee due to nonperformance of services, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due.
- 13.2 If the damages sustained by the School Committee as determined by the Finance Director exceed sums due or to become due, the Contractor shall pay the difference to the School Committee upon demand.
- 13.3 The Contractor shall not be liable for any damage sustained by the School Committee due to the Contractor's failure to perform services under the terms of the contract if such failure was caused by a state of war, act of enemies, embargoes, appropriation or confiscation of facilities used by the Contractor or by compliance with any federal, state or municipal governmental regulation or order, promulgated after the acceptance of the Contractor's bid by the School Committee, provided that the Contractor has notified the Administrator in writing of such cause within seven (7) days of its occurrence.
- 13.4 The School Committee may, by signed written notice from the Superintendent of Schools to the Contractor, cancel the contract at any time if it is determined by the School Committee that the Contractor has defaulted in performance of the contract or has failed in any respect to prosecute the service with promptness and diligence or, in the case of bankruptcy, insolvency, receivership or a general assignment, for the benefit of Contractor's creditors.
- 13.5 In the event the School Committee terminated the contract, the School Committee shall further retain its remedies under the contract, including but not necessarily limited to remedies under Sections 13.1 and 13.2 of the contract.

ARTICLE 14 REMEDIES OF CONTRACTOR

If the Contractor claims any loss or injury resulting to him from any act, omission or neglect of the School Committee, its agents or employees, other than a loss or

unperformed or nonconforming services (for which the City shall in no event be liable), the Contractor shall, within seven (7) days of the occurrence or such act, omission or neglect simultaneously deliver to the Administrator, the Finance Director and the City Solicitor detailed written statement of the loss or injury resulting therefrom. No reimbursement shall be made to the Contractor unless the Contractor shall have delivered a written statement as required herein.

ARTICLE 15 RELEASE OF THE CITY ON FINAL PAYMENT

- 15.1 Simultaneously with acceptance by the Contractor of the sums tendered by the School Committee as the final payment be it under the contract, the Contractor shall execute and deliver to the City an instrument under seal forever releasing the School Committee and the City from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with the contract.
- 15.2 It is agreed that the person who, in fact, executes and delivers said instrument, shall be deemed to be authorized and empowered to execute and deliver the same on behalf of the Contractor.

ARTICLE 16 COMPLIANCE WITH LAWS AND PUBLIC POLICY

- 16.1 The contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause.
- 16.2 The Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state and municipal laws, ordinances, rules and regulations in any manner affecting the services embraced in the contract.
- 16.3 The Contractor shall procure all applicable permits, licenses and approvals necessary for the performance of services under the contract at Contractor's expense.
- 16.4 The Contractor shall conform to all the labor laws of the Commonwealth. The Contractor shall not obstruct any person in doing work for the City.
- 16.5 The Contractor agrees not to discriminate in connection with the performance of work under the contract against any employee or applicant for employment because of race, creed, color, gender, national origin, sexual orientation or age. The Contractor agrees to post in conspicuous places, notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of this Commonwealth.
- 16.6 The Contractor agrees to comply with the provisions of G.L. c. 264BA (The Conflict of Interest Law). The Contractor shall not act in collusion with any city officer, agent or employee, or any other party, nor shall the Contractor agree to job-related gifts regarding the contract or any other matter in which the City has a direct and substantial interest.

ARTICLE 17 TERM OF CONTRACTOR

The contract is for a period of three (3) years from September 1, 2014 - August 31, 2017.

ARTICLE 18 AVAILABILITY OF APPROPRIATION

The estimated yearly value of this service is \$100,000.00. The City of Somerville School Department however, does not guarantee the Vendor the estimated value of the contract.

**NOTE: THERE WILL BE A PRE-BIDDERS CONFERENCE ON TUESDAY,
MARCH 18, 2014, 10:00 A.M. AT:**

**SOMERVILLE PUBLIC SCHOOLS
42 CROSS STREET, CONFERENCE ROOM
SOMERVILLE, MA 02145
Telephone #: (617) 625-6600 ext. 6010**

**ALL BIDDERS ARE WELCOME AND STRONGLY URGED TO ATTEND. PLEASE
BE ON TIME.**



U.S. Energy Information
Administration

PETROLEUM & OTHER LIQUIDS

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[GLOSSARY](#)
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Weekly Retail Gasoline and Diesel Prices

(Dollars per Gallon, Including Taxes)

Area: New England (PADD 1A)

Period: Weekly

Show Data By:		Graph							View History
Product	Area	Clear	01/13/14	01/20/14	01/27/14	02/03/14	02/10/14	02/17/14	
Gasoline - All Grades	<input type="checkbox"/>	<input type="checkbox"/>	3.610	3.575	3.551	3.534	3.538	3.572	1993-2014
All Grades - Conventional Areas	<input type="checkbox"/>	<input type="checkbox"/>	3.613	3.590	3.582	3.577	3.578	3.616	1994-2014
All Grades - Reformulated Areas	<input type="checkbox"/>	<input type="checkbox"/>	3.609	3.571	3.543	3.523	3.529	3.561	1994-2014
Regular	<input type="checkbox"/>	<input type="checkbox"/>	3.530	3.490	3.464	3.446	3.450	3.488	1993-2014
Conventional Areas	<input type="checkbox"/>	<input type="checkbox"/>	3.535	3.508	3.498	3.491	3.495	3.537	1993-2014
Reformulated Areas	<input type="checkbox"/>	<input type="checkbox"/>	3.529	3.485	3.455	3.435	3.439	3.476	1994-2014
Midgrade	<input type="checkbox"/>	<input type="checkbox"/>	3.730	3.712	3.689	3.674	3.681	3.704	1994-2014
Conventional Areas	<input type="checkbox"/>	<input type="checkbox"/>	3.720	3.708	3.706	3.699	3.697	3.728	1994-2014
Reformulated Areas	<input type="checkbox"/>	<input type="checkbox"/>	3.733	3.713	3.685	3.667	3.677	3.699	1994-2014
Premium	<input type="checkbox"/>	<input type="checkbox"/>	3.872	3.851	3.834	3.819	3.824	3.845	1994-2014
Conventional Areas	<input type="checkbox"/>	<input type="checkbox"/>	3.884	3.872	3.871	3.873	3.866	3.892	1994-2014
Reformulated Areas	<input type="checkbox"/>	<input type="checkbox"/>	3.869	3.846	3.825	3.806	3.813	3.833	1994-2014
Diesel (On-Highway) - All Types	<input type="checkbox"/>	<input type="checkbox"/>	4.107	4.118	4.171	4.305	4.369	4.373	1997-2014
Ultra Low Sulfur (15 ppm and Under)	<input type="checkbox"/>	<input type="checkbox"/>	4.107	4.118	4.171	4.305	4.369	4.373	2007-2014

-- No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Notes: Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 8, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 26, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2006 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 2/18/2014

Next Release Date: 2/24/2014



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: Somerville Public Schools
Contract Number: **City/Town:** SOMERVILLE
Description of Work: Charter and Pupil Transportation for the School Department for a 3 year term.
Job Location: Various

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
School Bus						
Athletic/ Field Trips/ Extra-Curricular <i>SCHOOL BUS - 25 LAIDLAW/8751 FIRST STUDENT</i>	07/01/2013	\$16.17	\$-	\$0.00	\$0.00	\$16.17
School Bus Driver <i>SCHOOL BUS - 25 LAIDLAW/8751 FIRST STUDENT</i>	07/01/2013	\$24.32	\$-	\$0.00	\$0.00	\$24.32

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

**CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE**

**CHARTERED TRANSPORTATION SERVICES
BID #S2015-01**

QUALITY REQUIREMENTS

1. Bidders must provide all of the items described in **Article 2 Performance, Article 3 Equipment, and Article 4 Operators** of the Specifications. Bidders must also comply with all **Bid Submission Requirements** listed in **Article 5** of Notice to Bidders.
2. Bidders must have been a contracted school bus transportation provider for a minimum of three (3) years.
3. Buses may never be older than sixty (60) months, actual age, measured from date of first sale of the vehicle for the purpose for which it was intended throughout the duration of the contract.
4. Bidders principle garage for vehicles used to service the Somerville School Department must be within thirty (30) miles of the City of Somerville.

* Please supply, on the attached Reference Form, three references of similar City or Towns with whom you have contracted for the same services included in these specifications.

**CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE, MA 02145**

REFERENCE FORM

Bidder: _____

IFB Title: **Furnishing Charter Transportation**

1. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of services provided: _____

2. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of services provided: _____

3. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of services provided: _____

**CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE
CHARTERED TRANSPORTATION SERVICES
BID #S2015-01
PRICE PROPOSALS**

Rule for Award:

The undersigned proposes to furnish school buses with seating for seventy-seven (77) pupils (standard seating). One (1) shall be handicapped accessible, equipped with a wheelchair lift and two (2) tie downs, and made available upon request of the Administrator at same price bid. These buses will be furnished for chartered transportation services in accordance with the accompanying bid specifications.

The award will be based on the lowest price bid on the **Price Proposal - #1** Minimum charge per bus for the three (3) year term of the contract at the sole discretion of the School Department. The City of Somerville School Department defines minimum charge to mean a flat rate for a particular trip to include (30) miles round trip and waiting time up to a maximum of 4 hours.

In the event of a tie, the award will be based on the lowest aggregate price of **Price Proposal - #2** Cost per mile (live mileage), **#3** Cost per hour (waiting time). *Waiting time beyond the maximum four (4) hours, will be charged in 30 minute increments.

Price Proposal. Buses – (seating for 77 pupils):

Proposed bid price for round trip transportation per bus per activity.

- | | | | |
|----|------------------------------|-------|----------------------|
| 1. | Minimum charge per bus | _____ | dollars (\$ _____) |
| 2. | Cost per mile (live mileage) | _____ | dollars (\$ _____) |
| 3. | Cost per hour (waiting time) | _____ | dollars (\$ _____) |

*Live mileage is defined as miles beyond the minimum 30 miles round trip included in the minimum charge.

All unit prices must remain constant for the entire three (3) year contract term unless adjusted under Article 7 Fuel Price Fluctuation Clause of the Specifications. The contract period is from September 1, 2014 through August 31, 2017.

In any given year during the contract term, the School Department may need to increase and/or decrease the number of school buses. Any increase/decrease will be at the unit prices specified on this bid form.

Proposal items are not to be altered and must be filled in completely. If terms are altered the bid will be considered non-responsive and will be eliminated.

Contract resulting from this bid will be awarded within twenty (20) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

Signature of person completing IFB _____

Title: _____ Company Name: _____

**CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE, MA 02145**

FUEL SUPPLIERS FORM:

1. **NAME:** _____

ADDRESS: _____

2. **NAME:** _____

ADDRESS: _____

3. **NAME:** _____

ADDRESS: _____

4. **COMMENTS:** _____

**CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE, MA 02145**

SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2017

I. VEHICLE LISTING FOR CHARTERED TRANSPORTATION CONTRACT

(In accordance with ARTICLE 3 – EQUIPMENT par. 3.5)

Vehicles currently owned or leased which are available for use under this Contract from September 1, 2014 to August 31, 2017.

MAKE	YEAR	VIN #	TYPE	DATE OF PURCHASE	MILEAGE	CONDITION

(Facsimiles of this form may be used for continuation)

(a) Number of vehicles in Item I above owned by Contractor: _____

(b) Number of vehicles in Item I above leased by Contractor _____

In accordance with ARTICLE 3 EQUIPMENT par. 3.5 a copy of Bus Safety and Inspection records as well as the Company Safety Rating reports shall accompany this form.

II. LISTING OF OPERATORS

(In accordance with ARTICLE 4 OPERATORS par. 4.2)

[illegible]

CITY OF SOMERVILLE/COUNTY OF MIDDLESEX

SOMERVILLE SCHOOL DEPARTMENT

CONTRACTOR CERTIFICATION

To the official, acting in behalf of the City of Somerville/County of Middlesex:

The undersigned agrees to furnish Chartered Transportation Services, and to perform all work required in accordance with the terms of the accompanying contract documents, including the general conditions.

If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c. 110, 55, was filed:

The Federal Identification Number for the contractor (the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is: _____

Contractor: _____

By: _____

Sign here

Title: _____

Business Address: _____

City State Zip

NOTE: This statement must bear the written signature of the contractor. If the contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual. If the contractor is a partnership this statement must be signed by a general partner designated as such.

**CITY OF SOMERVILLE
SCHOOL DEPARTMENT
SIGNATURE FORM**

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ DATE: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL: _____

NAME: _____ TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL AGREEMENT IF
DIFFERS FROM ABOVE:

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A POTENTIAL
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: _____ TITLE: _____

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL CONTRACTUAL
AGREEMENT IF DIFFERS FROM ABOVE:

Form: 5A
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

Online at: www.somervillema.gov/purchasing

Form: 7

LIVING WAGE ORDINANCE # 1999-1

TO: ALL VENDORS

FROM: PURCHASING DEPARTMENT
CITY OF SOMERVILLE

ENCLOSED IS A SUMMARY OF ORDINANCE # 1999-1 "THE LIVING WAGE" PASSED BY THE BOARD OF ALDERMEN IN THE CITY OF SOMERVILLE.

PLEASE READ VERY CAREFULLY. YOUR SIGNATURE IS REQUIRED ON THE COMPLIANCE FORM INCLUDED.

Form: 7
Contract Number: _____

CITY OF SOMERVILLE

Rev. 06/27/13



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq*.

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2013 "Living Wage" shall be deemed to be an hourly wage of no less than **\$11.89** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

Form: 7

CITY OF SOMERVILLE

Rev. 06/27/13

Contract Number: _____

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

Form: 7

CITY OF SOMERVILLE

Rev. 06/27/13

Contract Number: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2013 is **\$11.89** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.