

informed of and agrees to comply with pertinent Federal, State, and Municipal laws and ordinances, and rules and regulations in any manner affecting the services to be performed under

or as soon as any needed rescheduling can be planned and publicized. A resulting increase in cost shall be on a Per Vehicle Basis (\$2.10 A), unless otherwise mutually agreed upon.

A. Per Vehicle Basis:

Increases which result in an increase of one or more vehicles shall cause an increase in compensation. The compensation increase shall be calculated on the basis of the average

Contractor will assume the cost for any/all alternate transportation; such costs will be deducted from sums due or to become due to the Contractor. The School Administration must thoroughly investigate each incident and satisfy itself of Contractor error before making such deductions. Other remedies, such as those in sections 10.01 through 10.04, Remedy and Law, shall also remain available and operative. The intent of this section is to forcefully elicit timely transportation. The Wellesley Public Schools shall take into account unusual weather and traffic conditions that are beyond the Contractor's control.

- 2.15 The length of the school year is expected to be 180 days. Should transportation be required less than 175 or more than 185 days during the school calendar year the Contractor and the Wellesley Public Schools will establish charges for the less than 175 or more than 185-day period.
- 2.16 The Wellesley Public Schools will pay monthly for all services rendered under the contract upon the receipt and approval of invoices. Monthly invoices will list the number of buses, by day, by route and charges to be applied. Any additional charges will be noted separately by date, bus or

All buses are subject to the approval of the Director of Transportation. The Contractor shall allow the Director of Transportation, School Committee, Superintendent of Schools and/or his designee proper access to garages and buses for the purpose of inspection of any and/or all vehicles. Buses that have been disapproved by the Director of Transportation for reasons of unsuitability, or non-conformity with the contract specifications, shall not be used in connection with this contract. The Contractor shall not be allowed extra time or compensation for the replacement of any vehicle that has been rejected by the Wellesley Public Schools or Registry of Motor Vehicle officials.

- 4.03 All bidders must certify in the bid documents whether the vehicles are owned, to be purchased, leased, or to be leased, on the form provided.
- 4.04 Each bid should be based on using 77-

regular day transportation buses and replace them with buses that meet the standards in section §4.09.

- 4.18 Buses must be equipped with a minimum of four (4) video recording devices that shall be positioned to capture activities on the bus and GPS tracking equipment for each bus. The GPS tracking equipment shall be available for review at any time by authorized school department staff. The video cameras must be high-definition and have night vision recording capabilities. The location of the cameras will be determined by the Transportation Department upon award of the final contract and such determination will be for all vehicles included in this contract. The School Department may request copies of recorded media at any time. Recorded media retention period shall be set at 30 school days. The Contractor will be responsible for installing, operating, and maintaining the video recorders. The Contractor must also have one (1) additional digital video recorder readily available in the Contractor's office for reviewing videos and three (3) spare digital video recorders.
- 5.01 Wellesley Boston resident students will be picked up and discharged as directed by the METCO Director, including changes without limitation. In-town Wellesley students will be picked up and discharged as directed by the Director

Wellesley Public Schools Transportation Office. Failure to comply with an entire contract is not a cause for forfeiture of all money earned to date. The Contractor shall still apply.

5.09 The Contractor shall not charge Wellesley Public Schools for the use of its buses providing service to the school district. The Contractor shall provide advance notice of any trips and cancellations to the school district. There is no charge for cancelled runs due to bad weather.

All drivers and monitors must have properly licensed vehicles used in accordance with the terms of this contract. All drivers and monitors must be at least 21 years of age. All drivers and monitors younger than 21 and all State/Federal licensing requirements must be met and maintained.

6.02 Drivers are required to be trained in the use of vehicles used in transporting Wellesley Public School students in immediate first aid, including but not limited to CPR, EpiPen administration and medical emergencies (i.e. life-threatening allergies). Such training to be provided and paid for by the Contractor. The Contractor shall provide acceptable documentation to the Wellesley Public Schools that such training was provided annually for the duration of this contract.

6.03 As required by Massachusetts General Law M.G.L. c. 71, §38R, the Wellesley Public Schools will obtain criminal offender record information (CORI) on any individuals who may be transporting students under this contract. The Contractor shall require all of its employees to complete a Wellesley Public School CORI request form. The Contractor shall submit all completed forms to the Director of Transportation no later than August 1st, for each year of this contract and/or as new employees are hired.

6.04 All drivers and monitors must complete the Statewide Applicant Fingerprinting Identification

- 6.08 The Contractor is required to have a driver Substance Abuse Policy for the duration of the contract. All bidders must submit a copy of this policy with their bid.
- 6.09 There shall be no smoking by drivers while on school buses or while on any school property or grounds. No alcoholic beverages may be carried on the buses.
- 6.10 The Director of Transportation reserves the right to have any vehicle driver discharged upon notification to the Contractor. Notification shall be deemed to be given if contact is made, with the Contractor and/or his representative, either verbally or in writing.
- 6.11 Substitute drivers must meet all requirements stated herein for primary drivers.

8.01 At all times during the term of this contract, the Contractor shall keep in force insurance coverage as follows, with the Town named as an additional insured:

General Liability

Bodily Injury & Property Damage

Minimum Insurance Limits

- 10.01 In the event the Contractor is unable to furnish transportation temporarily, the Transportation Department is authorized to hire a vehicle or vehicles for such time is necessary, and the Contractor shall pay the cost of this emergency service. Nothing herein shall be construed to eliminate or diminish the obligation of the bonding company if any.
- 10.02 If Contractor fails to perform services or performs service in a manner which is not pursuant to the terms and conditions of this contract, Wellesley Pubic Schools may make any reasonable purchase or contract to purchase services in substitution for service due from the Contractor and may deduct the cost of any substitute contract or damages sustained by Wellesley Public Schools due to non-performance or non-conformance of services, together with incidental and consequential damages, from sums due or to become due.
- 10.03 If the damages sustained by Wellesley Public Schools, as determined by the Assistant Superintendent for Finance and Operations, exceed sums due or to become due, the Contractor shall pay the difference to the Wellesley Public Schools upon demand.
- 10.04 The Contractor shall not be liable for any damages sustained by the Wellesley Public Schools due to the Contractor's failure to perform services under the terms of this contract if such nonoccurrence of which was a basic assumption under which this contract was made, including, but not necessarily limited to a state of war, act of enemies, embargoes, appropriations or confiscation of facilities used by the Contractor, and by compliance with any Federal, State, or Municipal government regulation or order other than (a) those relating to the Contractor's vehicles; or (b) COVID Government Orders, provided that the Contractor has notified the Superintendent in writing of such cause within ten (10) days of its occurrence; it being understood, however, that the compensation paid the Contractor hereunder shall be reduced for services not rendered based upon 100% of the then current payments being made to the Contractor. For avoidance of doubt, in

- 12.01 This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of said clause and the rest of the agreement shall remain in force.
- 13.01 The Wellesley METCO Director will hire bus monitors at their discretion and will be responsible for directing and supervising the bus monitors. The monitors will be responsible for maintaining order and enforcing safety rules. The monitors will be responsible for reporting discipline concerns and/or actions taken (§6.13) to Wellesley Public Schools. All monitors will be picked up at the first stop of their assigned route in the morning and dropped off at the last stop of their assigned route in the afternoon, on a daily basis.
- 13.02 If the Boston resident student's parent/guardian is not at the bus stop for a particular student, the driver may transport the student to an alternate Boston location (TBD). Contractor will provide a quote for transportation to the alternate Boston location. This quote shall be the amount due to the Contractor should METCO, Inc. establish a location in Boston that students may be transported to in the event of not having a parent/guardian at the regular bus stop. No student shall be transported to an alternate location unless the METCO Director authorizes such alternate location in advance. The monitor will ensure that the student has been placed with adult supervision. Additional time under this section would be billed to the Wellesley Public Schools at the rates quoted in §13.3.
- 13.03 Contractor may also bill for additional time for waiting for the parent/guardian to arrive at the stop.
- 13.04 Contractor will be required to provide after school late bus transportation to Boston. The METCO Director will schedule the runs with the Contractor. They will be billed to Wellesley Public Schools at the rate quoted on Pricing Sheet #1.

Please note: Although transportation may vary due to weather, traffic or other variables beyond the Contractor's control it has been our experience that the average time to service the METCO transportation is 6 hours a day. Wellesley Public School utilizes four (4) buses exclusively for the METCO AM/PM daily commute transportation.

See §2.10 for 0 1 91 0 0 1 q 2 u

- 14.02 Contractor will provide a quote for round trip transportation for students within Wellesley.
- 14.03 All requirements previously listed in this bid under sections 2.00 – 12.00 are applicable when bidding the additional Hunnewell Elementary School buses, with the exception of Section 2.15 which is replaced below.
- 14.04 The length of the school year is expected to be 180 days for the 2022-2023 school year. The length of need for 2023-2024 school year ending in February of 2024 is approximately 100 days. If construction is delayed, the extended option for the remainder of the 2023-2024 school year from March – June is up to approximately 80 days.

At a duly authorized meeting of the Board of Directors of _____ (name of corporation) held on * _____ (date) at which all the Directors were present or waived notice, it

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.

Cost for up to six (6) additional buses to serve Hunnewell Elementary community during the 2022-2023 school year through February of the 2023-2024 school year

1. ADD: From Pricing Sheet #1, Section 1. A. the price per bus for year one + the price per bus for year two + the price per bus for year three + the price per bus for year four + the price per bus for year five.
2. MULTIPLY: The above sum by 180 school days.
3. MULTIPLY: The result of step 2 by 4 buses per day.
4. ADD: From Pricing Sheet #1, Section 1. B. the price per bus for year one + the price per bus for year two + the price per bus for year three + the price per bus for year four + the price per bus for year five.
5. MULTIPLY: The result of step 4 by 180 school days.
6. MULTIPLY: The result of step 5 by 10 buses per day.
7. ADD: From Pricing Sheet #1, Section 1. C. the price per bus for year one + the price per bus for year two + the price per bus for year three + the price per bus for year four + the price per bus for year five.
8. MULTIPLY: The above sum by 180 school days.
9. MULTIPLY: The result of step 8 by 4 buses per day.

13. ADD: From Pricing Sheet #1 Section 3. A. the price per bus for year one + the price per bus for year two + the price per bus for year three + the price per bus for year four + the price per bus for year five.

14. MULTIPLY: The result of step 13 by 20.

15. ADD: From Pricing Sheet #1 Section 3. B. the price per bus for year one + the price per bus for year two + the price per bus for year three + the price per bus for year four + the price per bus for year five.

16. MULTIPLY: The result of step 15 by 3 and then MULTIPLY that result by 400.

17. ADD: The results of steps 14 and 16.

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18. ADD THE TOTAL PROJECTED COST FOR REGULAR AM AND PM TRANSPORTION (Step 10) TO THE TOTAL COST FOR AFTER SCHOOL BOSTON RESIDENT STUDENT TRANSPORTATION (Step 12) TO THE TOTAL COST OF IN AND OUT OF TOWN ATHLETIC/ACTIVITY AND FIELD TRIP TRANSPORTATION (Step 17).

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1. ADD: From Pricing Sheet #2 Section 1. the price per bus per day for the 2022-2023 SY + the price per bus per day for the 2023-2024 SY.
2. MULTIPLY: The above sum by 180 school days.
3. MULTIPLY: The result of step 2 by 6 buses per day.

(Words)
(Figures) \$

