

## Section IV - Bid Conditions

- 4.2 The contractor shall agree to keep each vehicle in good working condition and to furnish at the contractor's expense all necessary fuel, oil, grease, tires, maintenance and repairs, including upholstery and windows, throughout the entire period of the contract. The contractor shall procure and maintain all applicable permits, licenses, and approvals necessary for the performance of services under the contract at the contractor's expense. The Medford School Committee or designee reserves the right to inspect any or all vehicles at any reasonable time.
- 4.3 The contractor shall use buses/vehicles with a model year not more than ten (10) years earlier and mileage no more than 125,000 at the beginning of the school year. during which it is used, and is equipped according to MGL, and regulations of the Registry of Motor Vehicles and the Massachusetts Department of Elementary and Secondary Education. Occasional substitutions of equipment in good condition but with a model year not older than ten (10) years earlier than the year of use will be permitted.
- 4.4 **For purposes of bidding this contract, the bidder shall use an estimated figure of eighteen (18) buses to be used to transport students, and each bus shall have a capacity of 77 elementary passengers. The daily figure shall be multiplied by 180 school days for a total estimated regular transportation contract annual value,** excluding a wheelchair-equipped bus, unless permission is received from the Medford Public Schools to amend this requirement.

The Medford Public Schools reserves its right to increase or decrease the actual number of buses that will be used based upon its analysis of load, routes, and other variables such as the availability of fund appropriation during each school year.

- 4.5 Not less than one (1) large school bus shall be equipped with a wheelchair lift and appropriate on-board equipment to accommodate at least two wheelchair passengers.
- 4.6 Any bus that breaks down more than 2 (two) times during the school year must be removed from service to the Medford Public Schools.
- 4.7 All vehicles shall be equipped with either a two-way radio system or cellular phone, which is operationally linked to a staffed base station/dispatch office. This system shall be constantly monitored, and maintained in good working condition. Dispatch must be reachable by telephone from authorized personnel of the Medford Public Schools and the public via during school and transportation hours. All calls shall be handled in a cordial professional manner. In the event of an emergency or accident, the bus driver shall call 911, notify the contractor, who shall immediately notify the school principal and district administration. **This requirement shall be strictly enforced during performance of the contract. Drivers shall have operational phones or radios and have the ability be required to use them at all times. The contractor shall be subject to penalty of \$500. in the event that two-way communications are unavailable in any circumstance. The dispatch or office telephone line MUST be staffed and the line answered by personnel NOT an answering service during work hours.**
- 4.7a Each bus must be equipped with a GPS tracking device, so that the contractor knows exactly where each bus is located at all times and is able to share that information with authorized personnel from the Medford Public Schools. Each morning, the contractor will verify that each bus is on route. For each incidence of bus being late (either morning or afternoon) of more than 15 (fifteen) minutes, (weather permitting) the Medford Public Schools can deduct from the invoice for that day the amount of \$50. If a bus does not show up (30 minutes after scheduled time), \$100 will be deducted.
- 4.8 Parking: Vehicles may be garaged and registered in Medford at the contractor's expense pursuant to any federal, state or local laws or ordinances. If parked in Medford, excise taxes will be paid to the City of Medford. Buses must be available and reasonably proximate to the City of Medford so that back-up vehicles are readily available.
- 4.9 Potential bidders are reminded that the Invitation for Bids (IFB) document and the Medford website, which contains a map, school site locations, and streets within each school proximity zone give great detail for school transportation needs.
- 4.10 The contractor agrees to furnish sufficient stand-by buses and other vehicles at all times so as to allow no disruption in service. Each stand-by bus must meet all the pertinent provisions of these specifications, with the

exception of model year. If at any time the contractor fails to furnish sufficient stand-by buses, the Medford School Committee shall be free to hire a bus, or buses, and a driver, or drivers, to rectify the situation and the cost of said bus, or buses, and the driver or drivers shall be borne by the contractor. The contractor shall agree further to pay a penalty to the Medford Public Schools equal to the cost of each scheduled trip that is not made and completed.

- 4.11 Copies of all inspection reports done by the Registry of Motor Vehicles on any and all buses used to fulfill the conditions of this contract shall be filed with the Superintendent of Schools, 489 Winthrop St., Medford, MA 02155.
- 4.12 Bidders shall submit complete information on the anticipated type of equipment to be used on the Equipment Description List. This form, filled out completely, and describing all anticipated equipment needed for complete performance of all work bid upon, must be submitted with the bid. Failure to submit the necessary form with the bids shall cause the bid to be considered invalid. Only equipment described in the **Equipment Description List**, or equivalent equipment as approved by the Superintendent of Schools or his designee, shall be used in the performance of the contract.
- 4.13 The School calendar shall be determined by the Medford School Committee and/or the Superintendent of Schools. The School Calendar and the school sessions are subject to change during the year by the Superintendent of Schools. Special programs may be in session throughout the year. The contractor agrees that receipt of the school schedule is notice of early dismissal and vacation days. Private schools and regional school for which Medford provides transportation have different schedules and varied release times. Moreover, Medford may call a snow day, when the private and regional schools do not. Transportation will be provided to those schools. The contractor shall be responsible for confirming schedules with these schools (Minuteman Regional High in Lexington, St. Francis, St. Joseph, St. Clement and St. Raphael schools in Medford).
- 4.14 The contractor agrees to provide at all times a competent, responsible driver for each vehicle, properly licensed for the vehicle he/she will drive, and who is acceptable to the Medford School Committee. The Medford School Committee reserves the right to reject any and all drivers if deemed to be in the best interests of the Medford Public Schools. Checks of criminal, medical, driving and sex offense records shall be done and found clear prior to any driver being hired to transport Medford students. Such check shall be repeated annually for the driver to remain on Medford routes and as statute requires. Copies of drivers' licenses shall be provided annually to the school department and updated during the year in the case of new and/or substitute drivers. The Medford School Committee reserves the right to reject any driver throughout the course of the contract for cause. The Medford School Committee shall be the sole judge of such cause.
- 4.15 All vehicle drivers employed in fulfilling the terms and conditions of the contract shall submit at least annually to a physical examination by a physician licensed in the Commonwealth of Massachusetts. The physical examination shall be to determine the driver's fitness to operate a school bus. No person shall drive prior to passing such annual physical examination. A copy of each driver's physical examination results shall be forwarded to the Superintendent of Schools within three (3) business days of receipt of same by the contractor. The Medford School Committee assumes no financial obligation in paying for the mandatory annual physical examination.
- 4.15a All drivers will be given a copy of **TRANSPORTATION RULES AND REGULATIONS**; if translation is needed, please inform Medford Public Schools. A copy of this and each current bus route shall remain in each bus. Each bus will be clearly marked on both sides of the vehicle. Each driver will be dressed appropriately and show contractor identification, i.e. contractor label, contractor t-shirt. All substituted drivers must be familiar with the bus route prior to driving.
- 4.16 If a situation or condition develops that the Medford School Committee or its designee feels might have an adverse effect upon the driver's welfare or the welfare of others, the Medford School Committee or its designee may require the driver to submit to a physical examination in addition to the annual physical examination with the physician being approved by the Medford School Committee or its designee. Such supplemental physical examination, if requested by the Medford School Committee or its designee, shall be at the expense of the Medford School Committee. The written results of this supplemental examination shall be forwarded directly to the Superintendent by the attending physician.

4.17 The contractor will submit printed lists to the Superintendent of Schools between September 15, and October 1 of each year of the contract period indicating the following data for all drivers and all equipment to be used that year:

- Drivers:
1. Name
  2. Address
  3. Telephone Number
  4. Date of Birth
  5. Mass. License Number (Bus Driver's License Number)
  6. Mass. License Date of Birth
  7. Mass. License Date of Expiration
  8. Date of Last Annual Physical Exam
  9. Examining Doctor (name and address)
  10. Results of Tuberculin Exam. (negative or positive)
  11. Evidence that the contractor has on file a record of the driver's CORI investigation

- Equipment:
1. Manufacturer of Chassis and Date of Manufacture
  2. Chassis Serial Number
  3. Manufacturer of Body and Date of Manufacture
  4. Year of Vehicle
  5. Mass. Registration Number

6. Two-way radio communication system or cellular telephone
7. Pupil Capacity

4.18 All insurance coverage on the vehicles used in this contract must be with insurance companies licensed in Massachusetts, and approved by the State Insurance Commissioner. No self-insurance by posting of bonds shall be allowed under this contract. An ACORD 25-S insurance certificate form showing all coverage must be submitted to the School Office of Finance and Operations annually.

4.19 As a minimum, each vehicle must be covered by Public Liability Insurance and Auto Liability, Bodily Injury/Property Damage Liability each in the amount of \$1,000,000. per person and \$2,000,000.00 combined single limit per accident, extra-territorial insurance in the same amount, and property damage coverage with a limit of \$100,000.00. In addition: Uninsured Motorist-Bodily Injury \$500,000 per person/\$1,000,000 each accident; General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate. \$250,000 abuse and molestation coverage must also be provided.

By September 1st of each year, or at any time at the request of the Superintendent, the contractor shall furnish written proof that such insurance is in force under the policies providing for no amendment or cancellation without **twenty (20)** days' notice to the Medford School Department, and proof that certificates thereof have been filed with the Registry of Motor Vehicles as required by Section 4, Chapter 40 of the General Laws of Massachusetts. The City of Medford **must** be listed as an "Additional Insured" on both the automobile policy and general liability policy.

4.20 The contractor agrees to furnish at his own expense an audited Financial Statement and/or satisfactory evidence of past experience in school bus transportation service upon request of the Medford School Committee. Evidence of financial status or procedures that the are deemed unacceptable to support this contract may be grounds to disqualify a bid.

4.21 The contractor agrees that neither part nor whole of the work to be performed under the contract shall be assigned, sub-let, or transferred without the written approbation of the Medford School Committee first having been secured. Neither shall any part or the whole of the consideration payable hereunder or claimed hereunder be assigned or transferred either at law or equity without written approbation of the Medford School Committee having been secured in advance.

4.22 The current bus routes and/or areas to be covered by school bus service are described in these specifications. The routes and the number of buses/vehicles needed to transport Medford students are subject to some change. However, students and families are accustomed to certain routes and stops, and the school district will endeavor to maintain consistency where practicable. The FY2009 bus route schedule, attached, is intended to provide the bidder with a general idea of the scope of the contract. All school locations and street assignments for schools are available at the Medford Public School Website, <http://www.medford.k12.ma.us> All bidders are encouraged to access the quadrant map and radius street assignments located at the website.

- 4.23 The contractor agrees that transportation according to the schedules and routes approved by the Superintendent of Schools shall be met at all times and that the meeting of said schedule is the essence of the contract(s). It is further agreed that in the event the contractor shall fail to meet said schedules or parts thereof without justifiable cause or violate any part of the contract, then in that event, the Medford School Committee retains the right to terminate the contract upon twenty (20) business days' notice in writing, given by said Medford School Committee to the contractor. The contractor further agrees to pay a penalty to the Medford School Committee equal to the cost of each scheduled trip that is not made and completed.
- 4.24 The Medford School Committee reserves the right to contract by special agreement with other contractors for transportation service for any pupils not living a reasonable walking distance from streets designated on the regular routes, or for any pupils attending schools other than those mentioned, or homeless students pursuant to the McKinney-Vento Homeless Assistance Act as amended, or for any other reason that said Medford School Committee deems to be in the best interest of the child and the Medford Public Schools.
- 4.25 The Medford School Committee reserves the right to pay for any mileage provided by private conveyance at a rate determined by the Medford School Committee and the operator of said private conveyance.
- 4.26 The contractor agrees to keep all buses in a condition of cleanliness inside and out which is satisfactory to the Medford School Committee. In the event of a spill or other situation creating an unclean situation on a bus, each bus will be equipped with a spill containment kit and the driver will either contain the spill and remove any health hazard, call for a timely replacement, and if possible, seek the assistance of a school custodian. Under no circumstances will a bus be boarded by students before a spill or other unclean situation is rectified.
- 4.27 The starting and ending time of the daily school sessions at each school are subject to change at any time by the Superintendent of Schools. Contractors are cautioned against trying to use the same vehicles for a series of runs that do not allow sufficient intervening time.
- 4.28 The number and location of bus stops shall be approved by the Superintendent of Schools or his designee acting as agent(s) of the Medford School Committee. The number and location of bus stops is subject to change at any time by the Superintendent of Schools or his designee, including stops that are proximate to after-school programs within the City of Medford. Parents or other persons are not allowed to alter/change stops directly with any driver. All change requests must be approved by the school department in writing or via e-mail.
- 4.29 The contractor agrees that the Medford School Committee may redesign, eliminate, reduce, or add bus routes during the term of the contract because of policy changes by the Medford School Committee or because of addition or reduction in pupil enrollments, or because of the opening or closing of schools, or because of safety conditions prevailing at the time, or for any reason considered to be relevant by the Medford School Committee. The contractor therefore should be ready to adjust to any such changes throughout the duration of the contract.
- 4.30 The Medford School Committee does not assume any responsibility for any changes in State and Federal Laws and/or regulations concerning school transportation, which may occur during the life of a contract. The Contractor shall be required to be cognizant and compliant of such changes, and adhere to them as it is presumed by the School Department to be a primary responsibility and focus of the Contractor.
- 4.31 The contractor shall obtain before commencement of the work, and maintain throughout the term of the contract, Workmen's Compensation Insurance as required by the laws of Massachusetts and shall keep on file with the Superintendent of School certification evidencing such insurance.
- 4.32 The contractor agrees that if it is determined at any time by the Medford School Committee that the contractor has violated any of the provisions of the contract, the Medford School Committee may terminate the contract at any time. The termination may be based on default in performance; non-conformity of performance; breach of the terms and conditions of the contract; failure in any respect to perform the services with promptness and diligence; bankruptcy; receivership; assignment for benefit of creditors or any other reasonable cause.
- 4.33 The contractor agrees to make a detailed, written report to the Superintendent of Schools within twenty-four (24) hours of any accident involving his/her vehicles while operating for the Medford Public Schools and/or the

Medford School Committee. All other incidents are to be reported on a bus complaint form, which is included in this bid and is available on the district's website [www.medford.k12.ma.us](http://www.medford.k12.ma.us).

- 4.34 A contractor may not combine any regular school bus trip for the Medford Schools with the transportation of pupils from any other city, school district, or other local jurisdiction, nor shall the contractor allow any persons other than those authorized by the Medford Schools and/or the Superintendent of Schools to ride on Medford School trips.
- 4.35 The Medford School Committee reserves the right to employ bus monitors to ride selected buses or routes. In addition, the School Committee requires that all buses be equipped with video camera systems ("system") and appropriate signage. Recordings shall be provided to the School Department upon request, but otherwise shall be confidential. Each tape for each bus will be available for viewing by MPS officials for one week before being reused.
- 4.36 School bus drivers shall be paid in accordance with applicable Department of Labor and Industries rates set forth in Chapter 729, Acts of 1962, when employed under provisions of Chapter 72, Section 7A, as amended, of the General laws of the Commonwealth of Massachusetts. Prevailing Minimum Wage sheets are attached and incorporated herein.
- 4.36 The contractor agrees to provide any and all information regarding mileage, passengers transported, and other data pertinent to the State end of year and other reports and to the reasonable operation of the transportation system as it affects the school program.
- 4.37 The regular bus transportation contractor agrees to conduct bus evacuation drills and bus safety training twice per year for all students as required by the State, and at times approved by the Medford School Committee.
- 4.38 The Medford School Committee and Superintendent of Schools may designate appropriate printed advertisement media on and in school buses under this contract, consistent with MGL (Section 197(a) of Chapter 184 [H5300] of the Acts and Resolves of 2002, see St. 2002, c. 184 §197(a)). Any net revenue that is acquired by such advertisement(s) shall be the sole property of the School Department, and not subject to any fee, royalty, charge, or markup of the Contractor. Any installation or removal of such advertisements shall be at the discretion of the School Department, which shall assume only reasonable restoration costs above normal wear-and-tear to Bus Contractor's property after removal of advertisement(s).
- 4.39 Emissions Standards. The health of the children of Medford is a priority for the Medford School Department. The bidder must be willing to follow emissions guidelines established by the United States Environmental Protection Agency (See Final Rule 40 CFR Parts 69, 80, and 86 [AMS-FRL-6923-7] RIN 2060-AI69, Control of Air Pollution from New Motor Vehicles: Heavy-Duty Engine and Vehicle Standards and Highway Diesel Fuel Sulfur Control Requirements RULES & REGULATIONS related to aforementioned Final Rule: Federal Register Vol. 66 No. 12 January 18, 2001). Throughout the duration of the contract, the bidder must utilize ultra low sulfur diesel on all buses that service the Medford school department to achieve better emissions standards. Additionally, the bidder must be willing to install emissions reduction technology (i.e. diesel particulate filters and/or diesel oxidation catalysts) with a minimum reduction of [particulate matter](#) (PM) by 20 percent, [hydrocarbons](#) (HC) by 50 percent, and [carbon monoxide](#) (CO) by approximately 40 percent on all the school buses supplied under this contract to service the Medford school department.
- 4.40 **Any contractor shall agree to execute the City of Medford No-Idling Policy, a copy of which is appended to this IFB.**
- 4.41 ***A business telephone number must be provided for parents/students to call the bus company to inquire as to an emergency/delay of a bus or other pertinent matter. The Contractor shall provide a card, refrigerator magnet or other such item for parents so that they will have pertinent contact information to contact the Contractor if necessary. An e-mail address will be provided to the school department for regular communication between the contractor's operational director or CEO and the school department.***

