

HOPKINTON PUBLIC SCHOOLS

December 19, 2022

INVITATION TO BID

NOTICE OF BIDS FOR: SCHOOL BUS TRANSPORTATION

AWARDING AUTHORITY: HOPKINTON PUBLIC SCHOOLS acting by and through the Hopkinton School Committee

Bidders are invited to furnish the Hopkinton Public Schools with bids for **SCHOOL BUS TRANSPORTATION** beginning on July 1, 2023, and continuing as indicated in the specifications.

Specifications may be obtained beginning December 19, 2022, at 9:00 AM and until 11:00 A.M. on Tuesday, January 3, 2023, and bids will be accepted at the Office of the Director of Finance, School Administration Building, 89 Hayden Rowe Street, Hopkinton, MA 01748, Monday through Friday, until 12:00 Noon on Tuesday, January 3, 2023, **Amendment January 10, 2023** at which time they will be publicly opened and read aloud. In the event of uncontrolled events, such as fire, inclement weather or building evacuation where the school day is officially shortened or canceled by the Superintendent, bid submissions will be accepted until 12:00 Noon on the next full day of school at which time they will be publicly opened and read aloud. Bids will be accepted only if sent Certified Mail, Return Receipt Requested, or delivered by hand between the hours of 8:00 a.m. and 4:00 p.m., and in either case must be sealed and clearly marked:

**HOPKINTON PUBLIC SCHOOLS
BID: SCHOOL BUS TRANSPORTATION
DUE: 12:00 Noon January 3, 2023
Amendment January 10, 2023**

The contract will be awarded to the lowest responsible and responsive bidder and must be approved by the Hopkinton School Committee. However, the awarding authority reserves the right to accept or reject any or all bids, if it is deemed to be in the best interest of the Town of Hopkinton or the Hopkinton Public Schools and may waive, to the extent allowed by law, any informalities in any bids. **Copies and further information may be obtained by contacting the Business Office at srothermich@hopkinton.k12.ma.us or (508) 417-9385.**

Please note that the Massachusetts Department of Labor Standards has determined that prevailing wage rates do not apply to this contract.

HOPKINTON PUBLIC SCHOOLS

Article I. INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 1.01

Hopkinton Public Schools (sometimes referred to as the “District” or the “School Department”) acting by and through the Hopkinton School Committee (the “School Committee” or the “Awarding Authority”) invites sealed bids for school bus transportation services of pupils and other persons authorized by the School Committee, to and from school, athletic, and extra-curricular activities as required by the Hopkinton Public Schools, and as set forth in this “INFORMATION AND INSTRUCTIONS TO BIDDERS”. Bids will be opened at the Office of the Director of Finance of the Hopkinton Public Schools located at 89 Hayden Rowe Street, Hopkinton, Massachusetts 01748, at **12:00 Noon, January 3, 2023.**

Amendment January 10, 2023

Hopkinton Public Schools reserves the right, as its interests may require, to revise, and amend the Invitation to Bid and any specifications prior to the date set for opening Bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Invitation for Bids.

Section 1.02

Questions regarding the bid specifications must be submitted to the Office of the Director of Finance, Hopkinton Public Schools in writing and received by the Director of Finance by no later than 12:00 Noon, January 3, 2023; **Amendment January 10, 2023** questions may be submitted by hand-delivery or by mail directed to the Director of Finance, Hopkinton Public Schools at 89 Hayden Rowe Street, Hopkinton, MA 01748, or via e-mail (PDF file) to srothermich@hopkinton.k12.ma.us. Said questions shall be answered in writing and sent to all Bidders having picked up specifications; oral questions, statements or responses by any party at any time shall not be valid or binding on either the bidder or Hopkinton Public Schools; only written responses shall become part of the contract documents. Hopkinton Public Schools may elect to provide written responses to questions and/or may elect to revise any part of this invitation by written addendum sent to each Bidder on record as having picked up or received the Invitation for Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under his/her Bid submitted. The District will not reimburse Bidders for any costs incurred in preparing Bids in response to this invitation for Bids.

Section 1.03

PRICE AND RULE FOR AWARD – Bidders shall submit bids as requested on the attached bid forms and shall conform to all conditions contained therein. Bids must be made on all regular routes and all elements of the “Contract Bid Form” as designated; partial bids will not be accepted. No unsolicited alternate bids will be considered. Bidders shall not make any stipulations, conditions or otherwise qualify their bids in any manner. No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents.

Award of one (1) contract will be made for all regular school transportation, athletic trips and activities and field trips to the responsible and responsive Bidder submitting the lowest total cost for regular transportation for the three (3) year contract for Fiscal Year 2024, Fiscal Year 2025 and Fiscal Year 2026 as shown on the Bid Price Forms. The School Department shall pay for transportation as requested by the District at the price(s) specified in the Bid Price Forms of the Successful Bidder.

Section 1.03 a.

Fuel Price Adjustment Clause – The amount due from the District to the Contractor, and the monthly payment to the Contractor, shall be adjusted for price changes in the cost of diesel fuel as and to the extent set forth in this Section 1.03a. The benchmark price for the adjustment shall be the “Current Average” price of diesel fuel in Massachusetts as promulgated in the AAA Fuel Gauge Report located at <https://gasprices.aaa.com/?state=MA> on the date of the bid opening, January 3, 2023 (the “Benchmark”). To calculate the fuel price adjustment, the Benchmark shall be compared to the “Current Average” price of diesel fuel in Massachusetts as promulgated in the AAA Fuel Gauge Report on the 1st of each month (the “Current Monthly Price”) during the billing cycle (10 months beginning October 1, 2023) in each year of the contract. For purposes of adjustment, the buses shall be deemed to travel eight (8) miles per each gallon of diesel fuel.

Should the Current Monthly Price of diesel on the 1st of a particular month vary by more than 5% (2 decimal places, no rounding), plus or minus from the Benchmark, the monthly contract payment will be adjusted per the fuel price adjustment calculation, based on actual mileage during each month for each route performed under the Contract as described below.

In order to qualify for the fuel price adjustment, the Contractor must provide an accurate accounting of actual mileage during each month for each route performed under the Contract, including without limitation, regular transportation routes and routes performed for athletic trips and activities and field trips; the Contractor shall provide a monthly itemization of each route performed, the mileage for each route and the total actual mileage for all routes in such month (the “Actual Monthly Mileage”). The Contractor shall not be entitled to a fuel adjustment for mileage for dry runs or duplicate or “dead head” trips (e.g., for buses traveling without assigned students, or if the Contractor has a vehicle breakdown and the Contractor is required to send additional buses to transport students who had been on the inoperable bus, or if the Contractor elects to return a bus

to the terminal, rather than have the bus wait at the destination for a particular athletic trip, activity trip or field trip) and such mileage shall not be included in the Actual Monthly Mileage.

Fuel Price Adjustment Calculation – The Actual Monthly Mileage shall be divided by eight (8) miles per gallon to establish the number of gallons of fuel used for that month. The number of gallons used for the month shall be multiplied by the difference in fuel price between the Benchmark and the Current Monthly Price for the applicable month to obtain the amount of any applicable Fuel Price Adjustment. The calculation documentation will be sent along with the contract payment.

Example (not actual) fuel adjustment calculations:

(For illustration purposes these adjustment examples refer to routes hypothetically performed during September of 2023)

Example 1:

Benchmark Price	\$4.18
Current Monthly Price on October 1, 2023	\$4.30
Dollar difference	\$0.12
Percentage difference (\$4.60/\$4.18)	+0.02%
NO FUEL ADJUSTMENT REQUIRED	

Example 2:

Benchmark Price	\$4.18
Current Monthly Price on October 1, 2023	\$4.60
Dollar difference	\$0.42
Percentage difference (\$4.60/\$4.18)	+10.0%
Actual Monthly Mileage	
• Hypothetically, 32 route buses at 60 miles each for 20 school days in September	38,400
Miles per gallon	8
Total gallons used (38,400/8)	4800
Price Adjustment for services performed in September 2023 (4800 x \$0.42)	\$2016

Section 1.04

The Person, Firm or Corporation making such bid shall submit it in a sealed envelope to the Office of the Director of Finance of the Hopkinton Public Schools, School Administration Building, 89 Hayden Rowe Street, Hopkinton, MA 01748, Monday through Friday, until 12:00 Noon on Tuesday, January 3, 2023. The sealed envelope shall be clearly marked:

HOPKINTON PUBLIC SCHOOLS
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Hopkinton Public Schools will bear no responsibility for premature opening of any bid that is not properly identified. If the bids are forwarded by mail, the sealed envelope mentioned above must be enclosed in another envelope, addressed to Susan Rothermich, Director of Finance, Hopkinton Public Schools, School Administration Building, 89 Hayden Rowe Street, Hopkinton, MA 01748 and marked "SCHOOL BUS TRANSPORTATION BID ENCLOSED". No faxed, emailed or conditional bids shall be accepted. Bid submissions received after the stipulated time will not be accepted regardless of the cause for delay. The responsibility for assuring the receipt of bids before the specified time is the sole responsibility of the Bidder. By submission of a Bid, each Bidder agrees that all Bid Specifications and Contract Specifications are made a part of any contract awarded and are considered binding upon the successful Bidder.

Section 1.05

BID AWARDS: Changes, modifications or withdrawal of Bids shall be submitted in writing to the Hopkinton Public Schools prior to the deadline for submission of bids and shall be contained in a sealed envelope clearly marked "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR STUDENT TRANSPORTATION SERVICES PROCUREMENT." No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened. No Bidder may withdraw his bid for a period of sixty (60) days following the opening of bids and all bids submitted in response to this Invitation to Bid shall remain firm for such sixty (60) day period. A recommendation for award will be made by the Superintendent of Schools (sometimes herein, the "Superintendent") or his/her designee to the Hopkinton School Committee and award shall take place at a meeting of the Committee within thirty (30) days after the opening of the bids. Notification by the School Committee to the successful bidder (sometimes hereinafter referred to as the "Contractor" or the "Successful Bidder") is deemed to constitute a legal and binding Contract. Within ten (10) days of written notification of the award, the Successful Bidder will be required to enter into a written Contract for the item or items awarded, substantially in the form attached hereto as Appendix H, with such contract commencing July 1, 2023, such contract to be signed by the Hopkinton School Committee and by the Successful Bidder.

Section 1.06

Bidders must use prescribed bid forms provided with the specifications. Each Bid shall be submitted in accordance with the requirements of this Invitation to Bid in order to be considered for award.

Section 1.07

The School Committee reserves the right to reject any or all bids, in whole or in part, to waive, to the extent allowed by law, any informalities in any bids, or to accept any bid even if that bid is not the lowest, if it is deemed to be in the best interest of the Hopkinton Public Schools and the Town of Hopkinton, Massachusetts. The School Committee reserves the right to reject any and all Bids which it deems not responsive to this Invitation for Bids. In determining responsiveness and responsibility, the Hopkinton Public Schools reserves the right to consider experience, service, and reputation in the student transportation field, particularly within the Commonwealth of Massachusetts, as well as the financial responsibility and specific qualifications set out herein of the Bidder.

Section 1.08

These Bid Documents and all related appendices, attachments, bid forms, compliance forms, addenda, the attached contract, and the Bidder's completed Bid Submittal Form with Bid Price Forms and supporting submissions are an integral part of the Bidder's bid proposal and contract for services. The Bidder offers to furnish school bus transportation services to the Hopkinton Public Schools in accordance with all provisions incorporated herein. Submission of a Bid shall be conclusive evidence that the Bidder has examined this Invitation for Bids and all related appendices, attachments, bid forms, compliance forms, addenda and attached contract, and is familiar with all the conditions of the proposed Contract. Failure of a Bidder to investigate completely the Invitation for Bids and all related appendices, attachments, bid forms, compliance forms, addenda, and attached contract and/or to be thoroughly familiar with this Invitation for Bids and all related appendices, attachments, bid forms, compliance forms, addenda shall in no way relieve any such Bidder from any obligation with respect to the Bid. Receipt of addenda to the Bid documents shall be acknowledged on the bid or by letter at or before the time the bids are due.

Section 1.09

The Bidder's failure to comply with any of the conditions and specifications of this Invitation for Bids and/or any provision of the Contract executed subsequently, shall constitute cause for termination of said Contract by the Hopkinton School Committee. In the event of termination of said Contract by the Hopkinton School Committee, the Contractor shall be responsible for indemnifying the Town of Hopkinton, the Hopkinton Public Schools and the Hopkinton School Committee for costs incurred in obtaining a new contract for bus transportation service for the duration of the term of the original Contract notwithstanding whether or not the Hopkinton School Committee has required a performance guarantee.

Section 1.10

One copy of each Bid is required. Bids must be signed by an individual authorized by the Bidder to sign and deliver the Bid; such individual may be any officer of a corporate bidder, a manager of a limited liability company, a partner of a partnership, or other principal of the business submitting by the bid, such authorization to be verified in writing. A signed and certified copy of the corporate vote of the Bidder, with seal affixed, must accompany each bid, if applicable. See, Appendix B. Statement(s) of compliance with the Massachusetts Conflict of Interest Law, non-debarment,

non-collusion and tax compliance must be signed and included with each bid. See, Appendix C.

Section 1.11

BID DEPOSIT - Bids must be accompanied by a Bid Deposit in the amount of ten thousand dollars (\$10,000). This bid security will become the property of the Town of Hopkinton if the Bidder awarded the contract fails to sign the Contract and execute all necessary obligations, including providing proof of performance security bond. Such Bid Deposit must be in the form of a certified, treasurer's, or cashier's check payable to the Town of Hopkinton from a responsible bank or trust company, or a bid bond from a surety company licensed in Massachusetts. This amount shall function as a bid security until such time as a contract is signed between the Hopkinton School Committee and the Successful Bidder and the performance bond required pursuant to Section 1.13 takes effect. This bid security deposit will be returned to the Successful Bidder upon its replacement with the performance security bond (100% of yearly contract cost renewable annually from a surety company with a "Best" rating of (A) or better as required and described below. Within fifteen (15) days of the award of the Contract(s), bid deposits will be returned to all but the three (3) apparent lowest Bidders; bid deposits of the three (3) apparent lowest Bidders will be returned within sixty (60) days after bids are opened or when a contract is executed by the Successful Bidder and the Hopkinton Public Schools.

Section 1.12

More than one proposal from an individual, a firm or partnership, a corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals will be rejected if there is a reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work.

Section 1.13

PERFORMANCE BOND – Bidders must include with their bid a letter of intent from a licensed surety which indicates that the surety will provide the Successful Bidder with a performance bond in the amount of 100% of the contract price (the "Performance Bond") within ten (10) days of the effective date of a Contract with Hopkinton Public Schools. The Successful Bidder shall provide such actual Performance Bond within ten (10) days prior to the effective date of the Contract and shall provide an updated Performance Bond by June 15 prior to the start of each subsequent year of the Contract. The Contractor shall pay the cost of the Performance Bond(s). The Performance Bond shall be endorsed by a surety company licensed or granted a Certificate of Authority by the Massachusetts Commissioner of Insurance and acceptable to the Superintendent of the Hopkinton Public Schools. Failure to provide the same shall be a breach of the Contract which shall entitle the Hopkinton Public Schools to terminate the Contract without providing advance notice to the Contractor.

Section 1.14

The contract awarded shall have an initial term of three (3) years commencing from July 1, 2023, until June 30, 2025. The School Committee reserves the right to unilaterally exercise options to extend the contract for up to two (2) additional successive one-year terms to begin on July 1, 2026, and end on June 30, 2027, and to begin on July 1, 2027, and end on June 30, 2028, respectively. The options to renew shall be exercised by written notice from the Hopkinton Public Schools to the Contractor no later than the May 1, preceding the start of each respective renewal term. Costs for the option year(s) of the Contract are not competitive and do not play any role in determining the lowest qualified Bidder; award of the contract will be made to the Bidder submitting the lowest total price for regular transportation for a three (3) year contract, if such Bidder has been deemed to be a responsive and reasonable bidder.

Section 1.15

Each Bid shall contain a detailed description on the forms provided as Appendix D, of each bus to be utilized or furnished by the Contractor in the performance of transportation services, including the year of manufacture, make of bus, make of chassis, make of body, present mileage, present condition, and seating capacity, number of heaters and vehicle identification number. The School Committee reserves the right to reject any vehicle which does not conform to the specifications as defined herein. The Contractor must submit annual updated documentation identifying and detailing the composition of the bus fleet to be used as of each of the following dates: August 1, 2023, August 1, 2024, August 1, 2025, and, if applicable, August 1, 2026, and August 1, 2027.

Section 1.16

In the event the Successful Bidder does not have a fleet currently available to meet Bid requirements, within ten (10) business days after notice of the acceptance of the Bid is provided to the Successful Bidder, the Successful Bidder shall deliver to the Superintendent of Hopkinton Public Schools documentation satisfactory to the Superintendent in the Superintendent's sole discretion, that the Successful Bidder has secured buses meeting all requirements set forth in these specification for such equipment and vehicles, which will be added to the Successful Bidder's fleet and become available for use by the Successful Bidder to perform its obligations under the Contract as of the commencement of the Contract.

Section 1.17

All Bidders must have a minimum of five (5) years of satisfactory experience providing regular school bus transportation services in Massachusetts. Failure to meet this criterion, as determined by the Hopkinton Public Schools, may be a basis for determination that the Bidder is not a Responsible Bidder. Bidders shall include as part of their Bid, a complete list of all of the transportation contracts currently held by them in the Commonwealth of Massachusetts or awarded to them since January 1, 2015, providing information as to the number of buses and locations of the same, along with phone numbers and the identity and contact information for the contact person for each contract in the name of the Bidder and/or in the name of any company with which the

Bidder is associated as a principal. See, Appendix E. Bidders may also include a signed statement describing their experience.

Section 1.18

Bidders shall submit as part of their Bid an accident record report (loss run) for the previous three (3) years with their Bid forms. This report is to be prepared by the Bidder's insurance carrier and submitted on insurance company letterhead. An unsatisfactory accident record report, as determined by the Hopkinton Public Schools, may be a basis for determination that the Bidder is not a responsible Bidder.

Section 1.19

Bidders shall submit as part of their Bid a list of financial references demonstrating financial soundness, capability and the Bidder's financial ability to perform the transportation needs of the Hopkinton Public Schools, and an audited annual financial statements of the Bidder or parent company for their most recent completed fiscal year, or if not yet available, for the most recent fiscal year for which an audit has been completed. See, Appendix F. Hopkinton Public Schools reserves the right to conduct further investigation as to any Bidder's financial ability to perform the contract. Poor financial condition, as determined by the Hopkinton Public Schools, may be a basis for determination that the Bidder is not a Responsible Bidder.

Section 1.20

Bidders must submit as part of their Bid a minimum of three (3) business references for which they have provided similar transportation services within the past five (5) years, with contact names and phone numbers. See, Appendix G. Unsatisfactory business references, as determined by the Hopkinton Public Schools, may be a basis for determination that the Bidder is not a Responsible Bidder.

Section 1.21

Bidders must submit as part of their Bid evidence of capability of obtaining the Certificates of Insurance. Failure to provide the same may be a basis for determination that the Bidder is not a Responsible Bidder.

Section 1.22

Any Bidder who has a conflict of interest or a potential conflict of interest, as defined by M.G.L. c. 268A, must state in its Bid how it will comply with M.G.L. c. 268A and how it will terminate any conflict of interest or potential conflict of interest if awarded the contract by Hopkinton Public Schools. Any conflict or potential conflict must be terminated before the Successful Bidder enters into the Contract with Hopkinton Public Schools.

Section 1.23

By submitting a Bid, Bidders agree that all specific and general specifications contained in this Invitation to Bid shall become part of the Contract and shall be binding on the Successful Bidder. The Hopkinton Public Schools does not assume any responsibility

for errors, omission or misinterpretations, which may have resulted in whole or in part from the use of incomplete Bid documents and/or a Bidder's failure to consider or include addenda. Illegality of any portion of the contract does not invalidate the contract in whole or as to any other sections.

Section 1.24

The Hopkinton Public Schools reserves the right to make any investigation necessary to determine whether the Bidder is a responsible bidder and has the ability and qualifications, in the determination of Hopkinton Public Schools, to perform and fulfill the Contract, including but not limited to the right to obtain without notice, from any and all sources, information concerning a Bidder which the Hopkinton Public Schools deems pertinent and the right to consider such information in evaluating the Bidder's Bid.

Article II. OTHER TERMS

Section 2.01

In the event the Contractor is unable to furnish transportation services as required herein, the Superintendent of Schools in Hopkinton shall have the right to secure temporary substitute transportation services from other providers as necessary. The School Committee shall pay to the Contractor the same amount specified in the rate schedule less all expenses and costs incurred by the School Committee in securing such temporary substitute transportation services, including but not limited to amounts paid or incurred to other providers and/or amounts paid or incurred for personnel and equipment. In the event that the cost to the School Committee of securing such replacement transportation services exceeds the contract amount specified in the rate schedule, the Contractor shall reimburse the Hopkinton Public Schools for such additional cost; the Hopkinton Public Schools shall have the right to offset such additional reimbursable expenses against sums otherwise due to the Contractor for that month and/or for future months.

Section 2.02

The Superintendent of Hopkinton Public Schools or Agent will have complete authority over the Contractor and drivers in the matters pertaining to school transportation, including in matters as specified by School Committee policy, and except where specifically limited by the terms of the Contract or other provisions of this Invitation to Bid.

Section 2.03

The current transportation routes of the District can be found in Appendix I, annexed to these specifications. Mileage figures listed in Appendix I are approximate. The District assumes no responsibility for the precise measure of mileage figures or for errors resulting from their use; the Bidder is responsible to verify mileage estimates. Mileage

required to provide the transportation services under the Contract is subject to change from that listed in Appendix I as transportation requirements change.

Section 2.04

The number of days for which transportation will be required each year should not exceed one hundred eighty (180) days, and the actual dates for which such transportation will be required will be governed by the actual school calendar adopted by the Hopkinton School Committee. A copy of the school calendar for the 2022-23 school year is attached as Appendix J for informational purposes only; the actual school calendar for the 2023-24 school year may not be available before the contract is awarded. Should transportation services be required for more days, the Successful Bidder shall be responsible for furnishing transportation to schools and locations as required by the District.

Section 2.05

Except where specifically limited by this Invitation to Bid or the Contract, the Contract Price shall be construed to cover all costs incurred by the Bidder to perform the services required by the Contract, including but not limited to, all necessary diesel fuel, gasoline, oil, grease, tires, maintenance, cleaning and sanitizing buses and equipment, repairs, buses, materials, supplies, machinery, tools, other equipment, personal property, insurance, licenses, permits, certificates, taxes, fees, cellular phones, utilities, communications charges, copying, software and hardware, parking, tolls, storage, superintendence, labor, labor costs, bus drivers, dispatchers, other employees, support and other personnel and all other accessories and services incidental thereto which may be necessary to perform and complete the duties and obligations of the Contractor pursuant to the Contract or any extension or renewal thereof or are reasonably inferable therefrom. It is the responsibility of the Contractor to provide, at the Contractor's sole expense, adequate repair and maintenance facilities for vehicles used in the operation of the Contract.

Section 2.06

The Contractor, in conjunction with the dispatcher, will be familiar with all applicable school policies and procedures published by the District in faculty, staff and student handbooks and other materials, notices or memoranda that the Superintendent or his/her designee may provide, and will ensure that all drivers and other personnel employed by the Contractor and having any contact with students are aware of, understand and follow these policies and procedures, as they may be amended at any time and from time to time. The current school policies of the District with respect to school bus transportation can be found in Appendix K annexed to these specifications.

Section 2.07

No assignment, subcontracting, or subletting of the contracts, or work, nor any assignment of money due or to become due or of claims of the Contractor shall be made by the Contractor without the prior written consent of the Hopkinton School Committee and the Superintendent of Schools. No assignment, subcontracting, or subletting of the contracts, or work, nor any assignment of money due or to become due

or of claims of the Contractor, whether or not consented to by Hopkinton School Committee and the Superintendent, shall relieve the Contractor of its obligations under the Contract.

Section 2.08

The Contract with the Successful Bidder shall include provisions as to termination, as follows:

- A. Except as otherwise provided in the Contract or in this Invitation to Bid, should the Contractor and/or its officers, employees, agents, subcontractors, representatives, or anyone directly or indirectly employed by Contractor, or anyone for whose acts or omissions the Contractor may be liable, breach or fail to comply with any of the terms, covenants, representations, warranties or conditions set forth in the Contract, or should the Contractor fail to provide all of the transportation services required under the Contract, or should the Contractor fail to meet all of the transportation needs of the Hopkinton School Department under the Contract, or in the event that any of the school buses and/or the bus drivers supplied by the Contractor fail to comply with any conditions imposed directly or indirectly on them, and such breach or failure to comply is not cured within thirty (30) days of written notice thereof from the Hopkinton Public Schools to the Contractor, the Hopkinton Public Schools shall have the right to terminate the Contract effective immediately by written notice to the Contractor. Notwithstanding the foregoing, in the event that such failure as described in the preceding sentence result in a situation that the Hopkinton Public Schools determines constitutes an immediate risk to the health and safety of the public and/or students or staff of Hopkinton Public Schools, Hopkinton Public Schools shall have the right to terminate the Contract effective immediately by written notice to the Contractor and without an opportunity for the Contractor to cure such breach or default.
- B. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Hopkinton Public Schools may terminate the Contract upon written notice to the Contractor.
- C. Hopkinton Public Schools may terminate the Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract Price which represents a reduced appropriation for the Contract term.

- D. Hopkinton Public Schools may also suspend or terminate the Contract for convenience upon thirty (30) days' notice to the Contractor. The District shall incur no liability by reason of such suspension or termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of suspension or termination less any adjustment or claims of the District. Such obligation shall not exceed the available appropriation. Termination or suspension of this Contract shall not impair the District's right to recover damages or to other rights or remedies of the District occasioned by the fault of the Contractor.
- E. Hopkinton Public Schools reserves the right to terminate the Contract whenever, in its judgment, the school buses are not kept or maintained in suitable condition, or whenever the character or fitness of the bus drivers do not fulfill any provisions of this Invitation to Bid and/or of the Contract. Such termination shall be effective fifteen (15) days after the date of such notice unless Hopkinton Public Schools determines that such default has been cured or Hopkinton Public Schools, by written notice to the Contractor, waives such default.
- F. In the event of a Force Majeure which results in closure of school for a period of ten (10) or more consecutive days, the Hopkinton School Committee, in its sole and exclusive discretion, shall have the right and option to suspend Contractor services for the period of such closure by written notice of such suspension of services from the Hopkinton School Committee, or the Superintendent of Schools acting on behalf of the Hopkinton School Committee, to the Contractor, which notice shall, in the discretion of the Hopkinton School Committee, be retroactive to the first date of such closure. In the event of such notice, the Contractor shall be entitled to be paid for services actually rendered up to the first date of the school closure in accordance with the Contract. Notwithstanding the foregoing, the Hopkinton School Committee, in its sole and exclusive discretion, shall have the right, but not the obligation, to elect to continue to make full or partial payments or to adjust payments to Contractor for all or any portion of the period of such closure upon such conditions as the Hopkinton School Committee may in its sole and exclusive discretion impose; such conditions may include, without limitation, the agreement by the Contractor to retain and continue to pay all bus drivers and other staff members of the Contractor who were performing services for the Contractor prior to the date of school closure. Upon the reopening of school after any such closure, the parties' respective obligations hereunder shall resume for the remaining term of the Contract. Prior to considering and/or making any such decision to make full or partial payments or to adjust payments to Contractor, the Hopkinton School Committee may in its sole and exclusive discretion, require the Contractor to provide the Hopkinton School Committee or its designees with any and all financial information related to the Contractor and/or the operation of the Contractor's business, including but not limited to records relating to any and all assets,

income or other revenue, and/or expenses and expenditures of the Contractor for the three year period predating the request up to the date the Hopkinton School Committee makes a final decision as to whether or not to approve such full or partial payment or adjustment in payments. Further, the Hopkinton School Committee, in making any decision as to whether or not to approve such full or partial payment or adjustment in payments, shall have the right to condition such full or partial payment or adjustment in payments on the continued receipt of updated financial information from the Contractor and shall have the right to terminate or suspend any such full or partial payment or adjustment in payments at any time.

- G. "Force Majeure" shall be deemed to mean acts of God, or other events beyond the control of the Hopkinton School Committee that could not have been both reasonably foreseen and prevented by the Hopkinton School Committee acting on its own. For these purposes, such acts or events shall include unusually severe weather affecting student or staff ability to travel to school or presenting a danger for student or staff to be present in school or causing damage to school grounds, buildings or facilities, floods, hurricanes, tornadoes, epidemics, pandemics, local health emergency or illness prevalent in the Town of Hopkinton or in the Hopkinton Public Schools, wars, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, declaration of emergency and/or executive order of the President of the United States or the Governor of Massachusetts or the Board of Selectmen for the Town of Hopkinton or order of any court of competent jurisdiction which could not have been both reasonably foreseen and prevented by the Hopkinton School Committee acting on its own. For purposes of this section, any declaration of emergency and/or executive order of the President of the United States or the Governor of Massachusetts or the Board of Selectmen for the Town of Hopkinton, or any order of any court of competent jurisdiction shall be deemed beyond the control of the Hopkinton School Committee and not reasonably foreseeable or preventable by the Hopkinton School Committee acting on its own.
- H. Except as otherwise provided in the Contract and/or in this Invitation to Bid, in the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with the Contract prior to termination, subject to the District's right of adjustment, setoff or deduction as set forth in the Invitation to Bid and/or in this Agreement.
- I. In the event that the Contract is terminated pursuant to subparagraph A, B, or E, above, the Hopkinton School Committee may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non performance or non-conformance of services together with incidental and consequential

damages from the Contract Price, and shall withhold such damages from sums due or sums which become due from the Hopkinton Public Schools to the Contractor hereunder.

Section 2.09

The Contractor shall provide transportation at no additional cost for deviations from normal starting and dismissal times, which may occur at various times during the school year on the elementary and secondary levels, including without limitation, early dismissals, delayed starts, as well as emergency situations determined by the Superintendent of Schools. The Contractor shall be responsible to ensure that all buses are available when there is a change in the time of dismissal of students. The Superintendent of Schools shall have the exclusive authority to dismiss students before their regular dismissal time and/or to otherwise vary the schedule for any reason deemed proper by him/her.

Section 2.10

Notwithstanding the provisions of Section 2.02, the Successful Bidder acknowledges that it shall perform work, services, deliver equipment and fulfill all of its obligations under the Contract as an independent contractor, responsible for methods and means used in performing under a contract, and the Contractor is not to be considered to be an employee of Hopkinton Public Schools. Neither the Successful Bidder nor any contractor, employee, agent or representative of the Successful Bidder or any person or entity directly or indirectly performing services for the Successful Bidder shall be entitled to receive any benefits of employment with or from the Hopkinton Public Schools, including without limitation, wages, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. The Contractor shall not be held or deemed in any way to be an agent, employee or official of the Hopkinton School Department of the Town of Hopkinton.

Section 2.11

The Superintendent of Schools under the direction of the School Committee shall determine all routes, dates, and time schedules at least annually. Hopkinton Public Schools shall have the further right to make revisions in routes, dates, times, assignment of pupils, assignment of monitors, any matter affecting the specific needs of children, and/or adjustments in the number of buses required to best suit the needs of the Hopkinton School Department at any time and from time to time during the life of the Contract in the discretion of the Hopkinton Public Schools. Such revisions shall be deemed an ordinary part of the Contract. The Contractor shall not change routes or stops without the express written consent of the Superintendent of Schools. In the event the number of buses required to perform the regular transportation services is increased or decreased beyond the estimated number set forth in Section 4.01, whether by consolidating bus routes or by eliminating bus routes, the Contract Price and the payment due from the District to the Contractor shall be adjusted to reflect that increase or decrease in the number of buses, such adjustment to be based on unit price contained in the Bid Price Form.

Section 2.12

All licenses, permits, inspections and approvals required for the performance of this Contract shall be secured by the Contractor at its sole expense; failure to secure any such licenses, permits, inspections and approvals shall be deemed a breach of this Contract.

Section 2.13

Nothing in this bid will preclude the Hopkinton School Department from using its own or other vehicles for transportation purposes when deemed to be in the best interest of the Hopkinton Public Schools.

Section 2.14

Prior to August 1, of each year that the Contract is in effect, the Successful Bidder must file with the Superintendent of Schools, the name, date of birth, address, license number, type of license and photocopy of license, of each bus driver or substitute bus driver who the Contractor proposes will operate a bus under the Contract, for approval by the Superintendent prior to the employment of such individual; if a driver is added after August 1, this information is to be filed for this person with the Superintendent of Schools for the Superintendent's approval prior to such driver's employment.

Section 2.15

The school day in Hopkinton is anticipated to be as follows:

- High School/Middle School - 8:00 AM to 2:25 PM
- Marathon/Elmwood School/Hopkins – 8:55 AM to 3:15 PM

All times are approximate and subject to change by the School Committee or Superintendent of Schools at no cost to the District. The time schedule for bus routes shall be determined so as to assure arrival of pupils at the times directed by the Superintendent of Schools.

Section 2.16

The Contractor shall compensate the Town of Hopkinton and the Hopkinton Public Schools for all damage to Town and/or school property of any nature arising out of the Contractor's services, whether resulting from the actions and omissions of the Contractor and/or the actions or omissions of its officers, employees, agents, subcontractors, representatives, or anyone directly or indirectly employed by Contractor, or anyone for whose acts or omissions the Contractor may be liable. The Contractor further agrees to save, defend, indemnify and hold harmless the Town of Hopkinton and Hopkinton Public Schools and all of their officers, employees, boards, board members, commissions, commission members, committees, committee members, agents and representatives, and employees, from and against any and all suits, claims, causes of action, costs, damages, and liabilities of every name, nature or description arising out of or in consequence of (i) the acts and omissions of the Contractor, and/or the actions or omissions of its officers, employees, agents, subcontractors, representatives, or anyone directly or indirectly employed by Contractor, or anyone for whose acts or omissions the

Contractor may be liable, or (ii) the performance of Contractor's obligations under the Contract, or (iii) the failure to fully comply with the terms and obligations of the Contract, or (iv) the actions, omissions, and/or negligence of the Contractor and/or its officers, employees, agents, subcontractors, representatives, or anyone directly or indirectly employed by Contractor, or anyone for whose acts or omissions the Contractor may be liable, or (v) the violation of any federal, Massachusetts or Town of Hopkinton statute, by-law, rule, regulation, order or directive, or (vi) personal injury or property damage suffered by the Contractor or its officers, employees, agents, subcontractors, representatives, or anyone directly or indirectly employed by Contractor.

Section 2.17

The Hopkinton Public Schools does not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, gender, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Hopkinton Public Schools is an Affirmative Action/Equal Opportunity Employer and takes affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, gender, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

The Successful Bidder shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Successful Bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

Section 2.18

Attached as Appendix L is a notice from the Department of Labor Standards as to prevailing wage law requirements with respect to performance of the services required

under the Contract. The Contractor shall comply with prevailing wage law requirements to the extent applicable.

Article III. CONTRACTOR

Section 3.01

The District agrees to pay the Contractor for satisfactory completion of all school bus transportation service on all routes as specified herein; for each full school year of regular transportation services, the Contractor is to receive an amount equal to the "Annual Cost" as shown on the Contractor's Bid Form, subject to adjustments for changes in the number of buses, the number of routes, and such other adjustments as are set forth in this Invitation to Bid and/or the Contract. Payment to the Contractor for satisfactory completion of any athletic trips and activity and field trips shall be made as calculated pursuant to the terms of Article VII of this Invitation to Bid. Trips made by buses traveling without assigned students shall not constitute routes performed and no compensation shall be paid for such trips. Together, the payments for regular transportation and for athletic trips and activity and field trips shall be deemed to be the "Contract Price". To the extent permitted by municipal finance law in the Commonwealth of Massachusetts, an additional fuel adjustment payment pursuant to Section 1.03a may be made to the Contractor by August 31, of the year following each school year of the Contract. Payment shall not be due or paid for nonconforming performance or a failure to perform. The District assumes no responsibility for any costs imposed by federal and State regulations subsequent to the signing of the contract, or during the duration of the Contract, or for any additional costs as a result of any strike or job action or for any day on which transportation service is not provided, all of which additional costs shall be borne solely by the Contractor. No payment additional to the Contract Price or authorized additional mileage shall be made to the Contractor by the District at any time unless authorized by the School Committee in writing.

Payment to the Contractor will be made upon presentation of company invoices in the form and manner prescribed by the Superintendent and/or his/her designee, on a monthly basis during the term of the Contract and only after review and approval of such invoices by the District. Payments for regular transportation shall be made in ten (10) equal installments based on services rendered in the preceding month as described on such invoices at the end of each month. Payments shall not be made in advance. At a minimum, invoices shall include the following information: date(s) of service; number of buses; starting point (schools); destination; mileage; name of athletic team or club; event to which transportation was provided; pick up time and drop off time; number of hours charged at rate with total cost; and driver's name. Payment for athletic trips, field trips and other activities provided under Article VIII will be paid upon receipt, and review and approval of an itemized invoice. Timing of payments will coincide with the schedule of warrants used by the School Department. If the District objects to all or part of any invoice, the District shall pay that portion of the invoice not in dispute in the

ordinary course of business. The District shall not be liable for consequential or other damages that may be incurred by the Contractor as a result of late payments, nor shall the District be liable for the payment of interest on any sums due to the Contractor. The District shall be entitled to deductions or offsets from such monthly payments as may be provided for in the Invitation for Bids or this Agreement, including without limitation the rights of setoff or deduction set forth in Sections 2.08 F, 2.08 I, 2.11, 3.05, 4.01 and 6.05 of this Invitation to Bid. The failure by the District to take an offset for any particular charge, penalty, cost or expense shall not be deemed a waiver of the District's right to require payment from the Contractor for such particular charge, penalty, cost or expense, nor shall any payment by the District to the Contractor be deemed to be a waiver of any right of the District under the Contract or a ratification by the District of any breach thereof by the Contractor.

Section 3.02

The Contractor shall ensure that all drivers and mechanics are properly qualified, trained and licensed and meet all legal and regulatory requirements for holding their respective positions, and they shall in all respects be in compliance with all requirements of law, ordinance or regulation of the federal and Commonwealth of Massachusetts Departments of Transportation, including all required driving, licensing, training and certification. All drivers must possess a valid driver's license issued by the Commonwealth of Massachusetts authorizing such person to operate a school bus. The Contractor must provide any training necessary to meet existing statutes and/or any laws or regulations enacted during the life of the Contract. The Contractor, at its own expense, will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements regarding bus drivers pursuant to all federal Department of Transportation and Commonwealth of Massachusetts Departments of Education and Transportation regulations. The Contractor shall have at all times, at no additional cost to the District, stand-by drivers in the event of mechanical or other difficulties, to maintain and provide the services required under this Contract.

Section 3.03

The Contractor agrees to keep at least one spare bus available on site in Hopkinton each day that buses are running, to replace any bus that is or becomes inoperable and to ensure that there are sufficient buses available for field trips, extra-curricular activities, and sports trips. The School Department shall make space available for said spare bus. In the event of a bus not being operable, a substitute bus must be sent and must be able to reach the point of the bus being taken out of service within twenty (20) minutes of notification. In the event that a bus does not arrive within twenty (20) minutes, a penalty in the amount of \$100.00 per incident may be assessed at the discretion of the Superintendent of Schools. Spare buses must meet all requirements for regular buses as set forth in this Invitation to Bid.

Section 3.04

The Contractor shall permit school buses to be operated only by trained and competent drivers who hold valid licenses for the operation of school buses in the Commonwealth of Massachusetts.

Section 3.05

If the Contractor fails to meet its responsibilities in any way in accordance with these specifications, the School Department, in its sole discretion, shall have the option to utilize its own resources to meet the responsibilities of the Contractor and to satisfy the needs of its students, whether by using its own equipment and paying its own staff or by hiring third parties to carry out such responsibilities. If this occurs, the Contract Price due to the Contractor for transportation services shall be adjusted and the Contractor shall be charged, and shall pay to the District, all costs incurred by the District for providing the services the Contractor failed to deliver as determined by the School Committee and its agents, including without limitation, payment for District staff time spent in providing such services, cost of substitute transportation, cost of re-bidding, and for all reasonable attorneys' fees incurred in enforcing this obligation. The Contractor shall not be entitled to payment for services not actually performed, including but not limited to scheduled bus routes which the Contractor fails to complete on any given day.

Section 3.06

The Contractor shall ensure that all equipment used in the transportation of students meets and is maintained in strict accordance with the Commonwealth of Massachusetts Minimum Standards for School Buses and all established regulations for the Commonwealth of Massachusetts and the U.S. Department of Transportation; said equipment shall have passed all inspections by the Registry of Motor Vehicles applicable to school buses and shall continue to be maintained by the Contractor in good mechanical order at all times during the life of the Contract such that the school buses and equipment would at all time pass the State School Bus Inspection. All buses are subject to examination by the Hopkinton School Department and its officers.

Section 3.07

The Contractor shall assist the Hopkinton School Department during normal working hours, or on request, in the determination of actual routes, distances and number of stops taking into account the school locations and hours of classes, the space available, bus capacity, time schedules and other factors identified by the Superintendent of Schools, and in scheduling of all routes in the most safe and equitable manner so as to expedite the prompt pickup and delivery of students. The Superintendent or his/her designee will determine specific arrival and departure times. During the first weeks of school each year, bus loads and routes will be reviewed and changes may be made at that or at any time during the school year as the need arises and the Contractor will make changes to routes as directed by the School Department. Such changes shall not affect the Contract Price except in the event that routes are added or deleted as described hereinafter

Section 3.08

During the entire term of the Contract, the Contractor shall comply in every respect with all applicable state and federal laws, rules and regulations, including without limitation the laws, rules and regulations of the Commonwealth of Massachusetts affecting or regulating the transportation of children, as they may be amended at any time or from time to time, and including but not limited to the Motor Vehicle Code and rules and regulations promulgated by the Massachusetts Department of Elementary & Secondary Education. The Contractor shall make necessary changes to buses to meet any newly enacted school bus regulations.

Section 3.09

The Contractor and all personnel shall comply with all regulations of the Commonwealth of Massachusetts as they apply to safety regulations for bus drivers, including but not limited to the conduct and attendance at all safety programs which may be so required. The Contractor, at its expense, shall administer and provide documented evidence of a structured safety program which all bus drivers shall be required to participate in and complete. Said program shall include, but shall not be limited to, regularly scheduled monthly safety meetings for the Contractor's personnel, classroom instruction, ongoing driver training, and first aid training. The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. A qualified school bus driver trainer shall ride with every first year driver one time per year, and with any driver as requested by the District, for the purpose of observing their driving practices with respect to safety, mechanical operation and conformance with applicable laws, rules and regulations, including adherence to published time schedules; such driver trainer shall also evaluate possible route hazards and equipment efficiency. Reports of these safety procedures shall be submitted semiannually to the Superintendent of Schools.

Section 3.10

The Contractor and Contractor's personnel shall conduct bus evacuation drills at such times and in such fashion as may be required by applicable laws, rules and regulations of the Commonwealth of Massachusetts and shall further conduct bus safety instruction for all children in grades K-8. All bus safety instruction programs shall be conducted at expense of the Contractor.

Section 3.11

All transportation personnel, unless otherwise stated in this Invitation to Bid or the Contract, shall be the responsibility of the Contractor and shall be employees of the Contractor. The Contractor shall be directly responsible for the supervision and control responsible of all transportation personnel, including without limitation, drivers, mechanics, and the dispatcher, and shall ensure that they comply with all requirements set forth herein for the performance of their duties hereunder. The responsibility for hiring and discharging personnel (subject to the right of the Superintendent to approve all bus drivers or other personnel who come in contact with school children as described hereinafter) in respect to all of the foregoing shall rest entirely upon the Contractor, and

the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the Contractor's ability to comply with this Agreement. The Contractor further agrees that the Superintendent of Schools shall have the right to approve or reject, drivers or employees of the Contractor for any reason or for no reason, as well as the right to withdraw approval of previously approved drivers or employees, whereupon the Contractor must cease using such drivers or employees to perform services pursuant to the Contract and furnish another driver or employee satisfactory to the Superintendent; failure to comply with this requirement shall constitute a breach of contract by the Contractor. Notwithstanding the right of the Superintendent to reject drivers or employees, the Contractor remains solely responsible for providing sufficient and qualified drivers and employees to meet the Contractor's obligations under the Contract such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner. No doubling up of routes shall be allowed either because of bus or driver shortage. The Superintendent shall not be required to provide reasons for rejection of any driver or employee.

Section 3.12

The Contractor shall not assign or sub contract, or in any way transfer any interest in the Contract without prior written consent of the School Committee and the Superintendent of Schools.

Section 3.13

The School Committee and the Contractor each binds itself and its successors, and assigns to the other party of the Contract, in respect to all covenants of the Contract. Neither the Town of Hopkinton, nor the Hopkinton Public Schools, nor their officers, employees, boards, board members, committees, committee members, commissions, commission members, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of the Contract, the execution thereof or anything relating thereto which arises out of the violation of any provision of the Contract, or the violation of any federal, Massachusetts or Town of Hopkinton statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of the Contract.

Section 3.14

The obligation of the District to make payments under the Contract are subject to the existence and sufficiency of prior appropriation by the Town of Hopkinton.

Section 3.15

The Contractor shall provide an on-site dispatcher in the Town of Hopkinton, who shall be present whenever buses are operating. The Contractor must have an office or a telephone connection through which the School Department officers may immediately communicate with the Contractor or his agent during the hours and days in which schools are in operation, beginning no later than 6:00 a.m. and ending no earlier than

5:00 p.m. The bus dispatcher shall maintain contact with the District until the last student is off the last bus and the buses have returned to the yard. The bus dispatcher must be available or reachable in the early morning hours in order for the Superintendent of Schools to notify the Contractor of school cancellation or delays in school opening times due to inclement weather or emergencies. The Contractor and/or a designated agent acceptable to the District must be willing to appear for conferences with the School Committee as necessary and requested.

Section 3.16

The School Department will provide, at no expense to the Contractor, space within the School Department for the dispatcher. The Bidder shall designate by name and position, a particular staff member, who shall be assigned to coordinate transportation arrangements under the Contract and to carry out instructions submitted by the Superintendent or his designees from time to time. The individual so designated by the Contractor shall be subject to the approval of the Superintendent or his/her designee; the Superintendent of Schools or his/her designees must approve said person prior to August 1 of each year of the Contract. Failure by the Contractor to provide coverage as stipulated in Section 3.15 and 3.16 may result in a fine of \$100.00 per incident (not to exceed \$100.00 per day) at the discretion of the Superintendent of Schools. The bus dispatcher is responsible for answering all calls and returning all calls in a timely manner where a message was left.

Section 3.17

The Hopkinton School Department will provide a telephone line, which shall be listed in the local telephone directory as **“Hopkinton Public Schools – Transportation”**. The Contractor shall be responsible for all costs related to this telephone connection. The bus dispatcher is responsible for answering all calls and returning all calls in a timely manner.

Section 3.18

The Contractor agrees to make its drivers and dispatcher available, at no additional cost to the School Department, for an annual school-opening meeting with District administrators and for “dry runs”. Prior to the opening of schools, drivers shall travel their assigned routes until they become familiar with all stops and roads.

Section 3.19

No passengers or persons other than District pupils or District staff shall be carried by a school bus except by permission of the District. Only the particular pupils classified by the School Committee as eligible for transportation on a specified route shall be transported on that specified route. Pick-ups and drop-offs of students must be at authorized stop points only. The Contractor shall not change routes or stops without the express consent of the Superintendent’s Office and the Contractor shall inform all personnel providing services under the Contract of this limitation. If a driver sees a need for an additional pick-up point or an elimination of a stop on his/her route, this need should be called to the attention of the dispatcher to be discussed with the Superintendent. Any routes or stops changed without this express approval, except in

emergency situations, may result in a \$100.00 penalty assessment for each change of route or stop.

Section 3.20

The Contractor shall immediately report to the Superintendent of Schools and their insurance company, accidents and all injuries of any kind, regardless of the extent, that may occur. All accidents shall be reported to the local Police Department where the accident occurs. A written report of any accident or incident, as well as a written report of any complaints or controversies reported by parents or guardians of students, along with a description of any remedial measures taken or planned by the Successful Bidder, must be submitted to the Superintendent of Schools or his/her designee within twenty-four (24) hours of an accident, incident or complaint. The Contractor shall further provide to the the Superintendent or his/her designee, as well as appropriate school principal(s), a list of passengers on the bus at the time of the accident; such list shall be provided as soon as possible after the accident and in any event with the written report due within twenty-four (24) hours of the accident. The Contractor shall further report to the Superintendent incidents which prevent the delivery of students to their destination in accordance with the regular schedule. Should a bus accident occur, the Contractor shall provide another vehicle and/or substitute driver for the immediate transportation of the pupils so that as little time as possible is lost and comfort of the passengers is assured.

Article IV: EQUIPMENT

Section 4.01

The number of buses required for regular-day transportation is expected to be thirty-three (33), utilized as follows:

- 28 buses for 2-tiers daily
- 5 buses for 1 tier daily

Buses should be 77 passengers. Hopkinton Public School shall have the right to make revisions in the number of buses required to best suit the needs of the Hopkinton School Department at any time during the life of the Contract. If it becomes necessary to increase or decrease the number of buses on a tier, the Contract Price will be adjusted to reflect such change, such adjustment to be based upon the unit price contained in the bid, within the parameters of Chapter 30B.

Section 4.02

All buses shall be constructed, equipped, maintained in conformance and comply with all applicable laws, regulations, and rules, and all amendments thereto, of the United States and the Commonwealth of Massachusetts, including without limitation the regulations of the Department of Transportation, the Registry of Motor Vehicles and/or any other federal or state agency having jurisdiction, and in particular with all such

applicable laws, regulations and rules regarding the transportation of public school children. The attention of all concerned is particularly directed to the following sections of Chapter 90 of the General Laws of the Commonwealth of Massachusetts:

- ☐ Section 1, Definitions
- ☐ Section 1A, School Bus Registration
- ☐ Section 7A, Inspection of School Buses
- ☐ Section 7B, Requirements as to Equipment and Operation of School Buses
- ☐ Section 7C, Registrar May Establish Minimum Standards for Construction, Etc., of School Buses
- ☐ Section 14/15, Precautions for Safety
- ☐ Section 17, Speed Limit in Operation of School Buses

All vehicles must be School Bus Yellow for regular pupil transportation.

Section 4.03

Copies of school bus registrations for all buses intended to be used in the ensuing school year, including spare and stand by buses, must be provided to the Superintendent of Schools prior to August 1, of each year as proof that excise tax for buses will be paid to the Town of Hopkinton, along with, if not included on such registration, the body number, chassis number and registration number of each bus to be used in providing service as well as the make, model, year, fuel type, and seating capacity of each vehicle. Copies of Massachusetts Registry of Motor Vehicle Inspection Records shall also be provided at such time for each vehicle.

Section 4.04

Buses to be used in fulfilling the terms of this agreement shall be no more than seven (7) years old and show not more than 100,000 miles on its odometer at any time during the life of the Contract.

Section 4.05

All school buses shall be inspected at least twice throughout the year, both inspections to be done at a Commonwealth of Massachusetts certified facility. Written reports of conditions of buses as determined at the time of inspection shall be presented to the Superintendent of Schools no later than ten (10) working days following the date of inspection by the Registry of Motor Vehicles, if requested. Failure to present inspection reports as stated could lead to the termination of the Contract. The Contractor will be expected to establish and maintain a schedule of inspection and repair, which shall ensure the efficiency and safety of the buses and transportation services. The Contractor will be expected to conduct a daily pre-trip inspection on all buses as well as maintain buses as follows:

- ☐ Daily cleaning of the interior of all vehicles

- ☐ Daily inspection of the audio-visual surveillance system
- ☐ Daily inspection of all operational lights and brake devices
- ☐ Daily inspection of tires with prompt removal and replacement of defective or worn tires
- ☐ Complete inspection and service of each vehicle every 3,000 miles
- ☐ Tire replacement in accordance with state and federal regulations

The Superintendent of Schools, at any time, may require a physical inspection of any or all buses. The District reserves the right to require the Contractor to discontinue use of and replace any vehicle that the District considers to be in poor, unsafe or unsatisfactory condition at no additional cost to the District.

Section 4.06

All buses to be used in fulfilling the terms of the Contract shall conform to the regulations of the Registry of Motor Vehicles, and the requirements of statutes and of other regulatory agencies as may pertain at all times during the life of the Contract, plus the following, which shall be in good operating condition at all times during the life of the Contract:

- ☐ Properly equipped first aid kits.
- ☐ Public address system with internal and external speakers capable of operation with the ignition of the bus off.
- ☐ Two-way UHF-type radio with capabilities of reaching all the extremities of the Town of Hopkinton and meeting the objective that each vehicle traveling within the Town may communicate at all times with the dispatcher and that all vehicles traveling outside of the Town may communicate with one another.
- ☐ GPS tracking is required for all buses
- ☐ Automatic side-stop arms and working swing arms on the front bumper.
- ☐ All buses will be equipped with 2 cameras, with software compatible with PC platforms. There should be two mounting locations on each bus, one in the front and one in the back. The video surveillance system shall be maintained to reflect the current date and time; along with the ability to record such information and be able for automatic downloads. The system should capture student behavior and, separately, the driver's behavior. Warning notices noting the use of a video surveillance system must be posted on each bus. Recordings may only be viewed by authorized school officials and with the consent of the District. Under no circumstances will recordings be made public by the Contractor without the consent of the District.

The Contractor shall be responsible for and furnish at the Contractor's expense such devices and equipment as are or may be required by law or regulation.

No vehicle shall be operated outside the geographic boundaries of the Town of Hopkinton without a working radio.

Section 4.07

Buses shall be on the premises of the school building to deliver children in the morning no later than five (5) minutes before the opening of school and not earlier than fifteen (15) minutes before the opening of school and no earlier than ten (10) minutes before the close of school. **At no time shall buses be allowed to idle on school property for longer than two (2) minutes.**

Section 4.08

There shall be no substitution of buses without permission of the Superintendent of Schools for the duration of the Contract, except in case of emergency breakdown; and only for a period of time not exceeding five (5) consecutive days. All substitute buses shall be subject to all Contract requirements.

Section 4.09

Each bus shall display prominently on both sides "Hopkinton Public Schools". A number of identification will be assigned to each bus by the Superintendent of Schools, said number to be painted in black, six (6) inches high, immediately to the left of the entrance door and on the right rear bumper. Substitute buses must be identified with appropriate temporary numbers. Each bus shall carry any other legally required markings.

Section 4.10

The Contractor agrees to keep all buses in good condition and proper working order at all times and to furnish all necessary fuel, oil, grease, tires, maintenance and repairs. All burned out bulbs, broken glass and other equipment, shall be replaced promptly, as necessary, without the requirement of prior notification by the District. The Contractor will garage the buses at the Hopkinton Public Schools bus lot. The Contractor agrees to register all school buses in the Town of Hopkinton and pay all vehicle excise taxes to the Town of Hopkinton. The Contractor shall maintain a written record for all repairs conducted on each bus, as well as records received from the Department of Transportation on the following: records of inspection, notification that a bus was not made available for a scheduled inspection, suspension orders related to a failure to make a bus available for suspension, notification of failure of bus to pass inspection, and notification that a bus has passed inspection and been reinstated, and shall retain such bus records for the life of each vehicle. These records shall be available for inspection by the Superintendent of Schools or his/her designee.

Section 4.11

All buses shall be cleaned by sweeping and vacuum cleaning on a daily basis, shall be free of dirt and debris at the beginning of each run, and shall be maintained free of noxious odors and poisonous gasses at all times. The interior shall be washed with a water mixture of detergent disinfectant at least as often as each school vacation period; Winter, February, April and Summer, and more frequently as may be required. The interior and exterior surfaces of all windows shall be washed at least once per month and shall be maintained in a clean and safe condition, weather conditions permitting. Under no circumstances shall buses be operated when the driver's vision is impaired by

conditions of the glass surface to the point where safety of school children is placed in jeopardy.

Section 4.12

No bus shall be driven at a speed greater than is reasonable and prudent, having due regard to weather, traffic, intersections, width, and character of the road and any other conditions. Legal speed limits shall be observed at all times. The speed and method of operation of school buses shall always be such as to ensure the maximum degree of safety for the pupils, and shall always be in compliance with all federal, state and local laws regarding operation of school buses.

Section 4.13

If for any reason a bus cannot be operated on any school day, the Bidder agrees to provide suitable insured transportation without additional charge to the District.

Section 4.14

The Contractor shall report all cases of vandalism of buses in writing to the Superintendent of Schools or his/her designee within twenty-four (24) hours of the event. Interior and exterior damages shall be repaired immediately. The Contractor shall assume all costs for repairs due to vandalism or other causes. The Contractor may attempt to recover losses for vandalism from private parties by working through the school representative and the Police Department.

Article V. DRIVERS

Section 5.01

The Contractor shall arrange compulsory driver-training and safety programs which drivers must pass before they are allowed to drive under the Contract. The course shall deal with student, staff, and public interaction; safe driving habits, including evacuation drills; proper use of two-way radios, and emergency procedures in accordance with applicable federal and state laws and town guidelines and with respect to the laws of the Commonwealth of Massachusetts as to Anti-Bullying and SPED regulations. All drivers must retake and pass the course annually. New drivers hired during the year are under the same obligation. The Contractor must submit to the administration, by August 1, the program description. Within the development of its driver training and safety programs, the Contractor must ensure that, at a minimum, all drivers receive the following special training:

- ☐ Orientation and special instructions regarding student behavior and control including student behavior standards and appropriate measures to be taken if problems occur and proper student interaction.
- ☐ Allergy Awareness Training, Emergency Epi-pen training and other medical training as needed, such as seizure protocol.
- ☐ Sexual harassment training.
- ☐ Basic First Aid Training, to include CPR and choke training, as approved by the Registrar of Motor Vehicles.

Section 5.02

Drivers (including substitutes) may be required to attend periodic School Department conducted meetings at no cost to the District.

Section 5.03

Drivers will report cases of student misbehavior on the bus and will handle all disciplinary matters in strict accordance with District policy. Drivers have no authority to take disciplinary action against any child, put a student off a bus or to deny transportation. Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in case of emergency. Bus drivers shall cooperate in the maintenance of discipline and report any pupils who are chronic offenders to the Superintendent. Any disciplinary action taken shall be approved by the school principal and/or the Superintendent or his/her designee in accordance with policies governing student transportation.

Section 5.04

All drivers shall be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which notwithstanding reasonable accommodation, would limit safe operation of a school bus. The Contractor must maintain records of these physical examinations and must allow for these records to be inspected by the Superintendent at any time. The Contractor is solely responsible for ensuring that all bus drivers are in compliance with CDL regulations regarding physical examinations. The Superintendent may request a driver to submit to a physical by a doctor picked by the Superintendent, in such case the Contractor will pay for the physical examination.

Section 5.05

All drivers (and any other employees of the Successful Bidder who will have any contact, supervised or unsupervised, with students) must pass a CORI check as prescribed by Massachusetts General Law. In addition, all drivers must complete a satisfactory fingerprint/background check, at no cost to the Hopkinton Public Schools. No driver shall be permitted to drive a bus without a CORI, fingerprint/background check, and express approval from the Superintendent. The District shall retain the right to determine which employees are or are not qualified to have contact with children based on this information. All bus drivers shall comply with any and all applicable U.S. Department of Transportation (DOT) laws, rules, and regulations.

Section 5.06

No tobacco products, alcoholic beverages or illegal intoxicants shall be consumed on buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants, or prescription drugs. The Contractor shall administer pre-employment drug tests after giving applicants prior written notice of the test. Testing shall also be required

when there is reasonable suspicion that a driver involved in an accident was under the influence of drugs or alcohol. Random testing shall also be administered at the request of either the Contractor or the Superintendent or his/her designee. The Contractor must report immediately any unsatisfactory test results to the Superintendent of Schools. The Contractor must maintain all drug test results in its files, including negative test results for the duration of the Contract. Drivers are expressly forbidden to smoke at all times on all buses and/or school property. Drivers are expressly forbidden from driving while distracted, including; eating, drinking, smoking, and utilizing a mobile telephone device.

Section 5.07

Drivers must remain on their respective buses at all times when passengers are onboard and while picking up or discharging students on school property except in cases of emergency.

Section 5.08

Drivers shall not be permitted to carry any person other than a school officer, teacher, or chaperone while carrying pupils without the express permission of the Superintendent of Schools. Exceptions to this are bus company employees such as supervisors, student drivers and trainees.

Section 5.09

Drivers shall be required to abide by any procedures instituted by the District for transportation fees (e.g. checking of bus passes). Drivers will not be required to participate in the collection of fees.

Section 5.10

No kindergarten children shall be released without the supervision of a parent, sibling or approved childcare provider. If there is no one to meet the child or if the kindergarten child is not with a sibling, the child shall be kept on the bus and the dispatcher notified immediately. Whenever possible, the child shall be returned to the school and placed in the care of school personnel for parent pickup. Drivers shall check the inside of all buses at the conclusion of every run to be certain that all students have departed the bus as well as to check for evidence of vandalism or lost items. Lost items shall be turned in to the dispatcher immediately.

Section 5.11

Bus drivers are expected to operate on schedule. The first pick-up on each run should be at the same time each day and subsequent stops should be in keeping with a strict time schedule. Flashing lights should be operating when the bus stops to receive or discharge students; drivers should inspect flashing lights before each morning and afternoon run. Drivers shall stop not more than fifty feet and not less than twenty feet from all railroad crossings and shall not proceed until certain that no trains are approaching. No school bus shall be fueled while there are any pupils or passengers on the bus. Doors should be open when loading and unloading only. The emergency door shall not be used as an entrance or exit except in case of an emergency.

Section 5.12

Persons assigned as regulars or substitute drivers must be acceptable to the Superintendent of Schools. In the event that other drivers or substitutes are hired during the year, notice must be given to the Superintendent three (3) days prior to the commencement of work for his/her approval. The Superintendent may have a driver reassigned off this Contract for any reason. The request for reassignment shall be adhered to immediately, without question, by the Contractor. To the maximum extent possible, substitute drivers shall familiarize themselves with the applicable bus routes in advance of performing any route. All requirements of bus drivers as set forth in this Invitation to Bid and/or in the Contract shall be equally applicable to substitute drivers.

Section 5.13

The Contractor, the dispatcher and all other Contractor personnel shall assist the District in any investigation and/or report relating to any complaint against any driver or other employee of the Contractor.

Article VI: INSURANCE

Section 6.01

The Contractor shall take out and shall keep in full force and effect at all times and on each bus for the duration of the Contract, the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required and are acceptable to the District:

Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and Employer's Liability coverage at Coverage A in statutory limits and Coverage B in the amount of \$1,000,000 per occurrence.

Comprehensive General Liability (Minimum) (including Premises and Operations, Contractual Liability, Broad Form Property Damage, Personal Injury, Broad form Liability endorsement, and Sexual Abuse/Molestation coverages):

Bodily Injury: \$5,000,000 each person, \$5,000,000 each occurrence

Amendment:

Bodily Injury: \$2,000,000 each person, \$5,000,000 each occurrence

Personal Injury: \$2,000,000 each person, \$5,000,000 General Aggregate

Property Damage: \$500,000 each person, \$1,000,000 Aggregate

Vehicle Liability (Minimum) (including owned or hired or borrowed vehicles)

Bodily Injury: \$2,000,000 each person, \$5,000,000 Annual Aggregate

Amendment:

Bodily Injury: \$1,000,000 each person, \$5,000,000 Annual Aggregate

Personal Injury: \$1,000,000 Annual Aggregate

This shall be at no additional cost to the District.

Section 6.02

Such insurance shall name the Town of Hopkinton and Hopkinton Public Schools as additional named insureds and shall state that no cancellation of, or change, in revision in the insurance by the insurer or insured, the existence of which insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Hopkinton Public Schools, 89 Hayden Rowe Street, Hopkinton, MA 01748, at least thirty (30) days prior to the intended date of cancellation, change, or revision by mail, postage prepaid and evidenced by a return receipt, or if the insurance is canceled, or the Performance Bond withdrawn, the Contract is null and void.

Section 6.03

Within ten (10) business days after notice of the Contract award, the Contractor shall provide to the Superintendent, a Certificate of Insurance from the insurer stating that the insurance policies required in the above Sections have been issued to the Contractor.

Section 6.04

The Contractor must file a copy of these policies with the Superintendent by August 1, of each school year during the Contract period.

Section 6.05

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract by the Contractor and shall entitle the District to an immediate termination of the Contract. At the option of the District, in the event of the failure of the Contractor to provide and maintain any insurance coverage required under the Contract, the District may purchase such coverage and charge the expense thereof to the Contractor and the Contractor shall pay the cost of the same or, at the option of the District, deduct the cost, together with incidental and consequential damages, from the Contract Price, and withhold such damages from sums due or to become due to the Contractor under the Contract.

Article VII. ATHLETIC TRIPS, ACTIVITIES AND FIELD TRIPS

Section 7.01

The Contractor agrees to provide a sufficient number of bus(es) with qualified school bus drivers to transport students to and from athletic and such other extracurricular activities (field trips) as the Hopkinton School Committee or Superintendent of Schools, or his/her designee, may request from time to time. Such transportation services shall be compensated based on time and mileage, provided however, that only live mileage is

to be paid for. Live mileage shall exclude the mileage from the Contractor's garage to the first pickup point and shall exclude the mileage from the last drop-off point to the Contractor's garage. In the Bid Price Form relating to the furnishing of additional transportation for athletic and extracurricular trips (field trips), the bid will be submitted with a minimum charge for one trip and a per mile cost for the bus; the Bid Price Form shall also state a charge for additional waiting time, ~~which will be paid only for out-of-district trips which have a waiting time of more than three (3) hours and for in-district trips which require the bus to remain on-site and which have a waiting time of more than two (2) hours.~~ Additional out-of-pocket costs, consisting of tolls and fees, should be included in the quoted prices per trip at the time the trip is ordered.

Section 7.02

Out of District Trips - It is estimated that the School Department shall require 400 Athletic and/or field trips per year. Trips to be bid at minimum trip charge for out of district trips, ~~which assumes a 2.5 hour trip time and a 3 hour wait time. For out of district trips that will require a wait time of more than three hours, an additional charge may be added for each additional hour of wait time over the three hour minimum, in the amount shown on the Bid Price Form.~~

Section 7.03

In District Trips - It is estimated that the School Department may require twenty-five (25) in-district trips the distance of which shall not exceed five (5) miles one way and for which waiting time shall not exceed two (2) hours. The bus may not be required to stay on-site. Trips to be bid at minimum trip charge for in-district trips.

Section 7.04

All physical standards of the bus(es) used for additional transportation and the drivers of the buses shall conform to those requirements set forth in this Invitation to Bid for regular bus transportation.

Amendment: In the event that a Hopkinton Public Schools bus is not available that meets the same criteria, a bus may be used that is fully compliant, licensed and inspected for such trips.

Section 7.05

Invoices for services provided under this section, which shall be itemized as required by the District, may be submitted monthly or more frequently at the option of the Contractor. Timing of payments of such invoices, after review by the District will coincide with the schedule of warrants used by the School Department.

Article VIII. BID SUBMITTAL CHECKLIST

Section 8.01

All Bids must be properly signed.

Section 8.02

The documents which must be part of the sealed bid are:

- _____ Bid Submittal Form with Bid Price Forms (Section 1.03)
- _____ Certificate of Vote (Section 1.10)
- _____ Non-Collusion, Tax Compliance, Non-Debarment and Compliance with the Conflict of Interest Law Certification (Section 1.10)
- _____ Bid Deposit (or Bid Bond) in the Amount of \$10,000 (Section 1.10)
- _____ Letter of Intent from surety re performance bond (Section 1.13)
- _____ List of Equipment (Section 1.15)
- _____ List of current contracts and contracts awarded since 2017 (Section 1.17)
- _____ Signed statement regarding experience (optional) (Section 1.17)
- _____ Accident record report from insurer (Section 1.18)
- _____ Financial responsibility package (financial references and audited financial statement) (Section 1.19)
- _____ Business references List (Section 1.20)
- _____ Evidence of Insurability (Section 1.21)
- _____ Conflict of Interest Law explanation, if applicable (Section 1.22)

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX A – BID SUBMITTAL FORM**

BID SUBMITTAL FORM

Rule for Award: One contract for all regular transportation routes, athletic trips, activities and field trips will be awarded to the responsive and responsible bidder with the lowest Total Cost for Three Years (Fiscal Year 2024, Fiscal Year 2025, and Fiscal Year 2026). The contract bid price for regular transportation for each fiscal year, including the renewal years if the District exercises the applicable option to renew, will be the Annual Cost for that fiscal year as shown in the Successful Bidder's Bid Price Form-Regular Transportation, subject to adjustments, set-offs and deductions as described in the Invitation to Bid and Contract, including but not limited to adjustment based on an increase or decrease in the number of buses required and/or the number of routes to be performed; any increase/decrease will be at the unit prices specified in the Bid Price Form-Regular Transportation. The contract bid price for athletic trips, activities and field trips will be determined by the number of in-district trips and out-of-district trips ordered by the District and actually performed by the Contractor, calculated based on the Mileage Charge plus Cost per Bus and, if applicable, Additional Wait Time, bid prices shown in the Successful Bidder's Bid Price Form- Athletic Trips, Activities and Field Trips, as calculated and subject to adjustments, set-offs and deductions as described in the Invitation to Bid and Contract. The District will only pay for services actually performed.

In compliance with the Hopkinton Public Schools Invitation to Bid, the undersigned (hereinafter the "Bidder") hereby submits this sealed Bid, certifying that the undersigned has received, read and understands the Invitation to Bid and, if awarded the Contract, will sign and faithfully fulfill all of the requirements and provisions of the Invitation to Bid, Contract and Contract Documents and agrees to provide the transportation services required above in accordance with the specifications and bid documents incorporated in this Invitation to Bid for the prices specified in the Bid Price Forms.

If the undersigned bidder is a corporation, the authorized officer whose signature is affixed must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. If the undersigned bidder is a partnership, a separate sheet must be attached listing the name and residential address of each partner.)

The Bidder acknowledges receipt of the following addenda: _____ .

Company Name: _____

Address (street): _____

(city/state/zip): _____

Telephone/Fax: _____

Authorized Signature: _____ Date: _____

ATTESTED: _____

[Affix Corporate Seal]

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX A – BID SUBMITTAL FORM**

BID PRICE FORM– REGULAR TRANSPORTATION

Regular School Transportation	# Buses / Day	# School Days	Bid Price Cost / Bus / Day	Annual Cost
FY2024				
Two -Tier Buses	28	180	\$	\$
One -Tier Buses	5	180	\$	\$
Total Cost FY2024:				\$
FY2025				
Two -Tier Buses	28	180	\$	\$
One -Tier Buses	5	180	\$	\$
Total Cost FY2025:				\$
FY2026				
Two -Tier Buses	28	180	\$	\$
One -Tier Buses	5	180	\$	\$
Total Cost FY2026:				\$
Total Cost for Three (3) Years:				\$
FY2027 (if renewed by District)				
Two -Tier Buses	28	180	\$	\$
One -Tier Buses	5	180	\$	\$
Total Cost FY2027:				\$
FY2028 (if renewed by District)				
Two -Tier Buses	28	180	\$	\$
One -Tier Buses	5	180	\$	\$
Total Cost FY2028:				\$

HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX A – BID SUBMITTAL FORM

BID PRICE FORM - ATHLETIC TRIPS, ACTIVITIES, AND FIELD TRIPS

Athletic Trips, Activities, Field Trips	In District Trips Cost per Bus Amendment: Minimum	Out of District Trips Cost per Bus Amendment: Minimum <i>Assumes 2.5 hour trip and 3 hour wait time</i>	Out of District Trips Wait time Charge/hour (beyond 3 hours)	Mileage Charge per mile
FY2024	\$	\$	\$	\$
FY2025	\$	\$	\$	\$
FY2026	\$	\$	\$	\$
Optional Extension Years:				
FY2027	\$	\$	\$	\$
FY2028	\$	\$	\$	\$

The District estimates approximately 25 in-district trips, and 400 out of district trips per year, but actual figures may vary.

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX B – CERTIFICATE OF VOTE**

CERTIFICATE OF VOTE

I, _____, hereby certify that I am the duly qualified
[Insert name of Secretary/Clerk]
and acting Secretary of _____ (the
[Insert name of Corporation/LLC]
“Company”) and I further certify that a meeting of the Directors of said Company, duly called
and held on _____, at which all Directors were present and
[Insert date of meeting]
Voting throughout, the following vote was duly passed and is now in full force and effect:
“VOTED: That the following persons were duly authorized, directed and empowered for, in the
name of and on behalf of this Company, to sign, seal with the corporate seal, execute,
acknowledged and deliver other obligation of the Company; the execution of any such bid,
contract, bond or obligation with the Hopkinton Public Schools and/or its School Committee as
the Awarding Authority by _____ to be valid and binding upon this Company
[Insert name of authorized signer]
for all purposes, and that a certificate of the Clerk/Secretary of this Company setting forth this
vote shall be delivered to the Hopkinton Public Schools and/or its School Committee as the
Awarding Authority; and that this vote shall remain in full force and effect unless and until the
same has been altered, amended or revoked by a subsequent vote of such directors and a
certificate of such later vote attested by the Clerk/Secretary of the Company is delivered to the
Awarding Authority.”

I further certify that _____ is the duly elected _____
[Insert name of authorized signer] [insert title of signer]
of said Company.

Signed: _____
Clerk/Secretary

AFFIX Company Seal:

Notary Acknowledgement

On this _____ day of _____, 20____, before me the undersigned Notary
Public, _____ personally appeared _____ as
_____ of _____, and proved to me through
satisfactory evidence of _____ identification, which was
_____, that he/she is the person whose name is
signed on the foregoing document and acknowledged to me that he/she signed it voluntarily for
its stated purpose.

Notary Public
My Commission Expires: _____

SEAL

HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX C– Non-Collusion, Tax Compliance, Non-Debarment,
Conflict of Interest Law Certification

CERTIFICATE OF NON-COLLUSION, TAX COMPLIANCE, NON-DEBARMENT &
COMPLIANCE WITH CONFLICT OF INTEREST LAW

The undersigned certifies under penalty of perjury that this bid 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.

Furthermore, pursuant to M.G.L c. 62C, §49A, I certify under penalty of perjury that to my best 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.

The undersigned further certifies under penalty of perjury that the undersigned bidder is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provision of M.G.L. c. 29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned also certifies that the undersigned bidder is in compliance with M.G.L. c. 268A, the Commonwealth's Conflict of Interest Law. I also certify that the undersigned bidder understands that the bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

SIGNATURE OF AUTHORIZED BIDDER: _____

TITLE: _____

NAME OF COMPANY: _____

BUSINESS ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

DATE: _____

HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX D – EQUIPMENT LIST

COMPANY NAME: _____ **DATE:** _____

	Vehicle ID Number	Model Year	Seating Capacity	Make of Chassis	Make of Body	Present Mileage	Mileage Rating	Type of Fuel	Number of Heaters	Present Condition
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
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25										
26										
27										
28										
29										
30										
31										

HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX D – EQUIPMENT LIST

	Vehicle ID Number	Model Year	Seating Capacity	Make of Chassis	Make of Body	Present Mileage	Mileage Rating	Type of Fuel	Number of Heaters	Present Condition
3										
2										
3										
3										

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX E – CURRENT CONTRACTS AND AWARDED CONTRACTS**

List all transportation contracts held by Bidder currently and all contracts awarded to Bidder since 2017 (See Section 1.17 of the Invitation to Bid) Add additional sheets as necessary

Customer: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

Customer: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX E – CURRENT CONTRACTS AND AWARDED CONTRACTS**

Customer: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

Customer: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX E – CURRENT CONTRACTS AND AWARDED CONTRACTS**

Customer: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

Customer: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX F – FINANCIAL REFERENCES**

List a minimum of two financial references pursuant to Section 1.19 of the Invitation to Bid.

Audited Financial Statement is to be included in addition to these references.

Business name of financial reference: _____

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Relationship: _____ through _____

Description of Relationship:

Business name of financial reference: _____

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Relationship: _____ through _____

Description of Relationship:

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX F – FINANCIAL REFERENCES**

Business name of financial reference: _____

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Relationship: _____ through _____

Description of Relationship:

Business name of financial reference: _____

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Relationship: _____ through _____

Description of Relationship:

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX G – BUSINESS REFERENCES**

List a minimum of three business references for whom Bidder has performed transportation services within the past five years as described in Section 1.20 of the Invitation to Bid.

Name of business reference: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

Name of business reference: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

Name of business reference: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

Name of business reference: _____

Is this a Municipality or Public School System? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Mailing
address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided:

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX H – CONTRACT**

FORM OF CONTRACT

This Agreement made this ____ day of _____, 2023, between the Hopkinton School Committee, for the Hopkinton Public Schools, of 89 Hayden Rowe Street, Hopkinton, MA 01748 a department of the Town of Hopkinton, Massachusetts (the "District"), and

_____,
(hereinafter designated "the Contractor"). The words "he", "him" and "his" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

In consideration of the mutual agreements set forth herein, and for other good and valuable consideration, acknowledged by each of the parties to be satisfactory and sufficient, the District and the Contractor hereby mutually agree as follows:

1. The Contractor shall provide school bus transportation services and other related services and shall furnish all necessary school buses, materials, supplies, diesel fuel, gasoline, oil, grease, tires, maintenance, cleaning and sanitizing of school buses and equipment, personal property, machinery, tools, other equipment, repairs, repair and maintenance facilities used in the operation of the school buses, insurance, licenses, permits, certificates, taxes, fees, cellular phones, utilities, communications charges, copying, software and hardware, parking, tolls, storage, superintendence, labor, labor costs, bus drivers, dispatchers, support and other personnel and all other accessories and services incidental thereto or reasonably inferable from the Contract or any extension or renewal thereof, for the Hopkinton Public Schools in accordance with schedules established by the Hopkinton School Committee, and upon terms and conditions as set forth in the Invitation to Bid for School Bus Transportation services, which is incorporated herein by reference (the "Invitation to Bid"). The Contractor hereby acknowledges and agrees that all such school bus transportation services and other related services, all necessary school buses, materials, supplies, diesel fuel, gasoline, oil, grease, tires, maintenance, cleaning and sanitizing of school buses and equipment, personal property, machinery, tools, other equipment, repairs, repair and maintenance facilities used in the operation of the school buses, insurance, licenses, permits, certificates, taxes, fees, cellular phones, utilities, communications charges, copying, software and hardware, parking, tolls, storage, superintendence, labor, labor costs, bus drivers, dispatchers, support and other personnel and all other accessories and services incidental thereto or reasonably inferable from the Contract or any extension or renewal thereof, shall be provided by the Contractor to the reasonable satisfaction of the School Committee. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Hopkinton Town Meeting of sufficient money to fund each year of the term of the Contract. Should Hopkinton Town Meeting fail to appropriate necessary funds therefore for any contract year, the Hopkinton School Committee shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract for the contract year for which no appropriation has been made.
2. The initial term of this Contract shall be from July 1, 2023, through June 30, 2026. The District shall have the option, in the District's sole and exclusive discretion, to renew this Contract for up to two (2) additional, successive one year terms, to commence on July 1,

2026, and extend through June 30, 2027, and to commence on July 1, 2027, and extend through June 30, 2028, respectively (the "Option Terms"). The option to renew shall be exercised by written notice from the District to the Contractor no later than May 1 of the year in which the applicable Option Term would commence.

3. This Agreement, together with the provisions of the Invitation to Bid, including without limitation Articles I through VIII, inclusive thereof, and all related appendices, attachments, bid submittal form, bid price forms, certificates, certifications (the "Bid Documents"), and Contractor's accepted Bid (including without limitation all appendices and attachments, including without limitation the completed Bid Submittal Form, Bid Price Forms, Certificates and Certifications, Bid Deposit or Bid Bond, list of equipment, letters of bondability or insurability, and information submitted in support of the Bid, such as list of current and awarded contracts, accident record report, financial responsibility package, and other signed statements, all of which are included herein in the term "Contractor's Bid", are incorporated herein by reference and together comprise the "Contract Documents" and the Contract. The Contract Documents which comprise the Contract are intended to be complementary and shall be interpreted and construed as a single integrated instrument to the extent possible. In the event of any conflict among the Contract Documents, such Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	this Agreement
Third Priority:	Addenda to Bid Documents
Fourth Priority:	Bid Documents (including the Invitation to Bid)
Fifth Priority:	Contractor's Bid

4. In consideration for satisfactory performance of all of the work and satisfactory compliance with all of Contractor's obligations under and in accordance with the requirements of the Contract, the District shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference, as calculated in accordance with Section 3.01 of the Invitation to Bid, and subject to adjustment, setoffs and deductions in favor of the District as provided for in the Invitation to Bid or as described herein, and subject to adjustment, if any, as provided in the Invitation to Bid (the "Contract Price"). (The fuel adjustment clause contained in Section 1.03a of the Invitation to Bid is incorporated herein by reference.)

Invoices for athletic trips, activities and field trips pursuant to Article VII of the Invitation to Bid, as provided under this Contract, if any, shall include the following information: status of trip as in-district trip or out-of-district trip; date(s) of service; number of buses; starting point (schools); destination; mileage; name of athletic team or club; event to which transportation was provided; pick up time and drop off time; number of hours of waiting time; number of hours of "additional" waiting time charged; total cost; and driver's name. The payment to the Contractor for the same shall be calculated as described in Section 7.01 of the Invitation to Bid.

The actual Contract Price as calculated as described herein represents the total sum owed and to be paid by the School Committee to the Contractor for services performed under this Contract and are inclusive of all costs of performance, including but not limited

to the cost of school bus transportation services and other related services, all necessary school buses, materials, supplies, diesel fuel, gasoline, oil, grease, tires, maintenance, cleaning and sanitizing of school buses and equipment, personal property, machinery, tools, other equipment, repairs, repair and maintenance facilities used in the operation of the school buses, insurance, licenses, permits, certificates, taxes, fees, cellular phones, utilities, communications charges, copying, software and hardware, parking, tolls, storage, superintendence, labor, labor costs, bus drivers, dispatchers, support and other personnel and all other accessories and services incidental thereto or reasonably inferable from the Contract or any extension or renewal thereof. This Contract makes no provision for, and the Contractor shall not receive payment for, reimbursable expenses of any name or nature.

Payment of the amounts due under this Contract, as amended, shall release the Hopkinton Public Schools, the Hopkinton School Committee, and the Town of Hopkinton and their respective officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof. This Contract is a fixed unit price contract and therefore miscellaneous expenditures associated with the Contractor's work shall not be paid by the District. The Contractor shall be solely responsible for all miscellaneous expenses in connection with the performance of the Contract and shall not, under any circumstances, seek payment in addition to the fixed Contract Price without having received the written approval and explicit written agreement of the District to reimburse the Contractor for such expense prior to incurring such expense.

Payment shall be made to the Contractor for satisfactory completion of all school bus transportation service on all routes and for full performance of all other obligations of the Contractor as specified in the Contract Documents. For the following full school years of satisfactory performance of regular school bus transportation completed in accordance with this Contract, the Contractor shall be paid the following sums, subject to adjustment, deduction and set-off as described in the Invitation to Bid, such amount to be payable in ten (10) equal monthly payments for each school year during which a contract between the Contractor and the District is in effect:

For the period from July 1, 2023 through June 30, 2024: the sum of _____ *[insert an amount equal to the "Total Cost FY 2024 shown in the Successful Bidder's Bid Form];*

For the period from July 1, 2024 through June 30, 2025: the sum of _____ *[insert an amount equal to the "Total Cost FY 2025 shown in the Successful Bidder's Bid Form];*

For the period from July 1, 2025 through June 30, 2026: the sum of _____ *[insert an amount equal to the "Total Cost FY 2026 shown in the Successful Bidder's Bid Form];*

If renewed for the first Option Term by the District: For the period from July 1, 2026 through June 30, 2027: the sum of _____ *[insert an amount equal to the "Total Cost FY 2027 shown in the Successful Bidder's Bid Form];*

If renewed for the second Option Term by the District: For the period from July 1, 2027 through June 30, 2028: the sum of _____ *[insert an amount equal to the "Total Cost FY 2028 shown in the Successful Bidder's Bid Form"]*;

All requests for payment shall be submitted to the District as an invoice, in duplicate and in the form and manner prescribed by the District's Superintendent or his/her designee, on a monthly basis by the fifteenth of the calendar month following the calendar month in which the work was performed.

Payment for regular transportation services will be made on a monthly basis during the term of the contract and only after review and approval of such invoices by the District, in ten (10) equal installments based on services rendered in the preceding month as described on such invoices at the end of each month. Payment for athletic trips, field trips and other activities provided under Article VIII will be paid upon receipt, and review and approval of an itemized invoice. Timing of all payments will coincide with the schedule of warrants used by the School Department. Payments shall not be made in advance. The District shall not make payments in advance. If the District objects to all or part of any invoice, the District shall pay that portion of the invoice not in dispute in the ordinary course of business. The District shall not be liable for consequential or other damages that may be incurred by the Contractor as a result of late payments, nor shall the District be liable for the payment of interest on any sums due to the Contractor.

The District shall not be responsible for late payments caused in whole or in part by misdirected, improper, incomplete or insufficient invoices. The District shall not be liable for consequential or other damages that may be incurred by the Contractor as a result of late payments, nor shall the District be liable for the payment of interest on any sums due to the Contractor.

The District shall be entitled to adjustments, deductions or offsets from such monthly payments as may be provided for in the Invitation to Bid, including without limitation, Sections 2.08 F, 2.08 I, 2.11, 3.05, 4.01 and 6.05 thereof, as well as adjustments, deductions or offsets provided for in this Contract, including without limitation the rights of setoff or deduction set forth in Sections 7 and 12 of this Contract. The failure by the District to take an offset for any particular charge, penalty, cost or expense shall not be deemed a waiver of the District's right to require payment from the Contractor for such particular charge, penalty, cost or expense.

5. No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any breach hereof by the Contractor.
6. The Contractor, at its sole cost and expense, shall furnish all school buses, materials, supplies, diesel fuel, gasoline, oil, grease, tires, maintenance, cleaning and sanitizing of school buses and equipment, personal property, machinery, tools, other equipment, repairs, repair and maintenance facilities used in the operation of the school buses, insurance, licenses, permits, certificates, taxes, fees, cellular phones, utilities, communications charges, copying, software and hardware, parking, tolls, storage, superintendence, labor, labor costs, bus drivers, dispatchers, support and other personnel and all other accessories and services incidental thereto or reasonably

inferable from the Contract or any extension or renewal thereof and warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of buses which comply with the requirements set forth in the Invitation to Bid and a sufficient number of persons experienced in furnishing student transportation services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

The Contractor further warrants that it is experienced in providing pupil transportation services, and agrees that it will perform under the Contract with the highest degree of professionalism and care. All buses and other motor vehicles utilized in the performance of services hereunder shall meet all standards set forth in the Invitation to Bid. Any equipment delivered or utilized in the performance of services hereunder, unless otherwise agreed by the parties, shall meet all standards set forth in the Invitation to Bid and shall be of generally merchantable quality and shall be fit for the purpose sought by the Hopkinton School Committee. The Contractor shall submit Registry School Bus Report Forms to the District as evidence of the operating condition of all vehicles which are used in the performance of this Contract no later than three (3) days following each inspection.

7. The Contractor shall comply with all applicable school policies of the District and all provisions of Federal, Massachusetts and Town of Hopkinton laws, regulations, ordinances, and all applicable orders and judgements of any court of competent jurisdiction, as any of the same may be amended from time to time, to the extent the same may be applicable to the Contract and/or the services to be performed under this Contract, including without limitation statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries if applicable to this Contract, and the provisions of Chapter 90A of the Massachusetts General Laws regarding the licensing of school bus operators. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. Any failure to so comply shall be deemed to be a breach of the Contractor's obligations hereunder.
8. The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the insurance in the coverages and amounts set forth in Article VI of the Invitation to Bid with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

The Hopkinton School Committee, the Hopkinton Public Schools, and the Town of Hopkinton shall be named as additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as grounds for an immediate termination thereof. At the option of the District, in the event of the failure of the Contractor to provide and maintain any insurance coverage required under the Contract, the District may purchase such coverage and charge the expense thereof to the Contractor and the Contractor shall pay the cost of the same; in the alternative, at the option of the District, the District may deduct the cost of such insurance coverage, together with incidental and consequential damages, from the Contract Price, and shall withhold such damages from sums due or to become due from the District to the Contractor hereunder

All policies of insurance required hereunder shall be endorsed to provide that the insurance company shall provide written notice to the District at least thirty (30) days prior to the effective date of any cancellation or material amendment of such policies. The Contractor shall provide an endorsement for each such policy of insurance which confirms that the foregoing written notice of cancellation or material amendment shall be provided.

Certificates evidencing such insurance shall be furnished to the District at the execution of this agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Hopkinton, the District, the Hopkinton School Committee or their officers for any injury to any of the Contractors or any of its subcontractors, officers, agents, representatives or employees or for damage to its equipment, buses, motor vehicles or other personal property arising out of work contemplated by the Contract.

The Contractor shall also be required to provide with its proof of insurance coverage to the District, the Hopkinton School Committee and the Town of Hopkinton endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella liability insurance, umbrella form, which indicate that the District, the Hopkinton School Committee and the Town of Hopkinton are named as additional insured on each such policy.

No insurance shall be obtained from an insurer which:

- 1 is not licensed to sell insurance in the Commonwealth of Massachusetts;
 - 2 is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
 - 3 is not a risk retention group lawfully providing insurance to its members in Massachusetts.
9. The Contractor shall compensate the Town of Hopkinton, the Hopkinton School Committee, and the District for all damage to Town/School property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Hopkinton, the Hopkinton Public Schools, and the Hopkinton School Committee and all of their officers, employees,

boards, board members, commissions, commission members, committees, committee members, agents and representatives, and employees of the Town of Hopkinton, the Hopkinton School Committee, and the District, from and against all claims, causes of action, suits, costs, damages, and liability of every name, nature or description arising out of or in consequence of (i) the acts and omissions of the Contractor, and/or the actions or omissions of its officers, employees, agents, subcontractors, representatives, or anyone directly or indirectly employed by Contractor, or anyone for whose acts or omissions the Contractor may be liable, or (ii) the performance of Contractor's obligations under the Contract, or (iii) the failure to fully comply with the terms and obligations of the Contract, or (iv) the actions, omissions, and/or negligence of the Contractor and/or its officers, employees, agents, subcontractors, representatives, or anyone directly or indirectly employed by Contractor, or anyone for whose acts or omissions the Contractor may be liable, or (v) the violation of any federal, Massachusetts or Town of Hopkinton statute, by-law, rule, regulation, order or directive, or (vi) personal injury or property damage suffered by the Contractor or its officers, employees, agents, subcontractors, representatives, or anyone directly or indirectly employed by Contractor.

Neither the Town of Hopkinton, nor the Hopkinton School Committee, nor the District, nor their officers, employees, boards, board members, committees, committee members, commissions, commission members, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Hopkinton statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

10. The Contractor has entered into this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.
11. The Contractor shall provide services and/or deliver equipment under this Contract as an independent contractor, responsible for methods and means used in performing under the Contract with the District and not as an employee of the District or the Hopkinton School Committee and shall not be considered to be an employee of the District or the Hopkinton School Committee. No contractor, employee, agent or representative of the Contractor or any person or entity directly or indirectly performing services for the Contractor shall be entitled to receive any benefits of employment with the District or the Hopkinton School Committee, including without limitation wages, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.
12. Breach, Default, Termination, Rights and Remedies:
 - A. If Contractor and/or its officers, employees, agents, subcontractors, representatives, or anyone directly or indirectly employed by Contractor, or anyone for whose acts or omissions the Contractor may be liable, breach or fail to comply with any of the terms, covenants, representations, warranties or conditions set forth in the Contract, or should

the Contractor fail to provide all of the transportation services required under the Contract, or should the Contractor fail to meet all of the transportation needs of the Hopkinton School Department under the Contract, or in the event that any of the school buses and/or the bus drivers supplied by the Contractor fail to comply with any conditions imposed directly or indirectly on them, and such breach or failure to comply is not cured within thirty (30) days of written notice thereof from the Hopkinton Public Schools to the Contractor, the Hopkinton Public Schools shall have the right to terminate the Contract effective immediately by written notice to the Contractor. Notwithstanding the foregoing, in the event that such failure as described in the preceding sentence result in a situation that the Hopkinton Public Schools determines constitutes an immediate risk to the health and safety of the public and/or students or staff of Hopkinton Public Schools, Hopkinton Public Schools shall have the right to terminate the Contract effective immediately by written notice to the Contractor and without an opportunity for the Contractor to cure such breach or default.

- B. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the District may terminate this Contract effective immediately upon written notice to the Contractor.
- C. The District may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- D. The District may also suspend or terminate this Contract for convenience upon thirty (30) days' notice to the Contractor. The District shall incur no liability by reason of such suspension or termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of suspension or termination less any adjustment or claims of the District. Such obligation shall not exceed the available appropriation. Termination or suspension of this Contract shall not impair the District's right to recover damages or to other rights or remedies of the District occasioned by the fault of the Contractor.
- E. The District reserves the right to terminate this Contract whenever, in its judgment, the School Buses are not kept or maintained in suitable condition, or whenever the character or fitness of the bus drivers do not fulfill any provisions of this Contract. Such termination shall be effective fifteen (15) days after the date of such notice unless the District determines that such default has been cured or, by written notice to the Contractor, waives such event of default.
- F. If for any reason the Contractor fails to furnish transportation on any school day or days, the District may hire a bus, buses or other suitable transportation as is necessary and,

provided that the transportation is or was a service that was included in the Contract, the District may charge the cost thereof to the Contractor and the Contractor shall pay the same; in the alternative, at the option of the District, the District may deduct such cost, together with incidental and consequential damages, from the Contract Price, and shall have the right to withhold such damages from any sums due or to become due from the District to the Contractor pursuant to this Contract or otherwise.

- G. In the event of a Force Majeure which results in closure of school for a period of ten (10) or more consecutive days, the Hopkinton School Committee, in its sole and exclusive discretion, shall have the right and option to suspend Contractor services for the period of such closure by written notice of such suspension of services from the Hopkinton School Committee, or the Superintendent acting on behalf of the Hopkinton School Committee, to the Contractor, which notice shall, in the discretion of the Hopkinton School Committee, be retroactive to the first date of such closure. In the event of such notice, the Contractor shall be entitled to be paid for services actually rendered up to the first date of the school closure in accordance with this Contract. Notwithstanding the foregoing, the Hopkinton School Committee, in its sole and exclusive discretion, shall have the right, but not the obligation, to elect to continue to make full or partial payments or to adjust payments to Contractor for all or any portion of the period of such closure upon such conditions as the Hopkinton School Committee may in its sole and exclusive discretion impose; such conditions may include, without limitation, the agreement by the Contractor to retain and continue to pay all bus drivers and other staff members of the Contractor who were performing services for the Contractor prior to the date of school closure. Upon the reopening of school after any such closure, the parties' respective obligations hereunder shall resume for the remaining term of the Contract. Prior to considering and/or making any such decision to make full or partial payments or to adjust payments to Contractor, the Hopkinton School Committee may in its sole and exclusive discretion, require the Contractor to provide the Hopkinton School Committee or its designees with any and all financial information related to the Contractor and/or the operation of the Contractor's business, including but not limited to records relating to any and all assets, income or other revenue, and/or expenses and expenditures of the Contractor for the three year period predating the request up to the date the Hopkinton School Committee makes a final decision as to whether or not to approve such full or partial payment or adjustment in payments. Further, the Hopkinton School Committee, in making any decision as to whether or not to approve such full or partial payment or adjustment in payments, shall have the right to condition such full or partial payment or adjustment in payments on the continued receipt of updated financial information from the Contractor and shall have the right to terminate or suspend any such full or partial payment or adjustment in payments at any time.

As used in this Section, "Force Majeure" shall be deemed to mean acts of God, or other events beyond the control of the Hopkinton School Committee that could not have been both reasonably foreseen and prevented by the Hopkinton School Committee acting on its own. For these purposes, such acts or events shall include unusually severe weather affecting student or staff ability to travel to school or presenting a danger for student or staff to be present in school or causing damage to school grounds, buildings or facilities, floods, hurricanes, tornadoes, epidemics, pandemics, local health emergency or illness prevalent in the Town of Hopkinton or in the Hopkinton Public Schools, wars, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, declaration of emergency and/or executive order of the President of the United States or the Governor

of Massachusetts or the Board of Selectmen for the Town of Hopkinton, or order of any court of competent jurisdiction which could not have been both reasonably foreseen and prevented by the Hopkinton School Committee acting on its own. For purposes of this section, any declaration of emergency and/or executive order of the President of the United States or the Governor of Massachusetts or the Board of Selectmen for the Town of Hopkinton, or any order of any court of competent jurisdiction shall be deemed beyond the control of the Hopkinton School Committee and not reasonably foreseeable or preventable by the Hopkinton School Committee acting on its own.

- H. In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination, subject to the District's right of setoff or deduction as set forth above. In the event that this Contract is terminated pursuant to Section 12A, 12B, 12E or 12F, above, the District may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non-performance or non-conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.
 - I. If the District terminates this Contract, the District shall have and retain any and all rights to recover its damages against the Contractor. In addition to and not in limitation of the rights and remedies described hereinabove, the District shall have and retain any and all rights to recover its damages against the Contractor, whether reserved to the District pursuant to the terms and conditions of this Contract or as may otherwise be provided at law or equity, all of which rights and remedies are intended to be cumulative and not exclusive, and all of said rights and remedies are hereby explicitly reserved by the District. In the event of termination of this Contract for any reason, the Contractor, however, shall have only the right to recover for the services performed and accepted, and shall have no right to recover any indirect, consequential, or special damages, including but not limited to lost profits.
13. Except as otherwise provided in this Contract all notices required or permitted to be given under the Contract shall be in writing and shall be deemed sufficient if delivered by mail, postage prepaid, sent by overnight courier, or delivered in-hand to the parties at the following address or such other addresses or to such addresses as to which a party shall have notified the other party in accordance with this Section.

If to the District, to:

Carol Cavanaugh, Superintendent of Schools
Hopkinton Public Schools
89 Hayden Rowe Street
Hopkinton, MA 01748

With copies to:

Nancy J. Campany, Esq.
Murphy, Lamere & Murphy, P.C.
50 Braintree Hill Office Park, Suite 202
Braintree, MA 02184

If to the Contractor:

Michael J Connolly & Sons, Inc.
PO Box 84
609 Main Street
Walpole, MA 02081

Any such notice shall be deemed given when so delivered in hand or, if sent by overnight courier, one day after it has been deposited with said courier or, if mailed, three business days after it has been deposited with the U.S. Postal Service.

14. Miscellaneous

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the District in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor acknowledges that student record information is confidential and agrees that the Contractor and its subcontractors, officers, employees, agents, representatives, and anyone directly or indirectly employed by them shall maintain the confidentiality of all information regarding students. The Contractor and its subcontractors, officers, employees, agents, representatives, and anyone directly or indirectly employed by them shall maintain the confidentiality of all other information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the District vis-à-vis the media or the public at-large without the District's express, written consent in advance.

- g. Prior to commencing services under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two principal employees of Contractor's business who are to be contacted in the event of an after-hours emergency.
- h. The Contractor shall not assign in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District, which may be withheld or delayed by the District in its sole and exclusive discretion. No such assignment, even if consented to by the District, shall relieve the Contractor of its obligations under this Contract.
- i. The Contractor shall not assign any money due or to become due to the Contractor unless the Hopkinton School Committee shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- j. This Contract may be amended only by written consent of the parties; if such amendment requires additional funds, said amendment shall be subject to appropriation and the Town Accountant's certification as to the availability of said funds.
- k. This Contract, including this Agreement and the Contract Documents and all attachments and exhibits thereto, constitutes the entire agreement of the parties and any other agreements, negotiations, discussions, understandings, representations, inducements, promises, or arrangements written or oral, that may exist or which previously occurred, are excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- l. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- m. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- n. This Agreement is executed as a sealed instrument.
- o. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Bid has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- p. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

- q. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- r. The District reserves the right at any time or from time to time during this Contract to demand updated information and/or reports from the Contractor, including but not limited to current information regarding the matters addressed in the Appendices and certifications provided with the Contractor's Bid, evidence of insurance, CORI and CHRI information, breakdowns as to which of the Contractor's employees are operating on particular routes, general information as to Contractor's performance, accident procedures, vandalism and other matters relating to this Contract, and/or evidence of compliance by the Contractor and its employees and contractors with applicable laws and District minimum standards, requirements, policies and procedures, and the terms and provisions of this Contract, all of which information and documentation shall be provided by the Contractor to the District within the time frame set by the District in connection with such request.
- s. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, gender sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following; advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, gender, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- t. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.
- u. The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or

representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract. Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke free Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Hopkinton Public Schools. For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the District that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the District, the Contractor shall not assign such employee to perform services for the Hopkinton Public Schools, and such employee shall not be authorized to perform services for the District. The District shall be permitted to keep such information in its files.

- v. To the extent any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any applicable statutorily-mandated provisions shall control.
- w. Any public solicitation issued by the District shall be expressly incorporated into this Agreement.
- x. The Contractor represents and warrants that this it is lawfully authorized to enter this Agreement, that the person executing this Agreement on behalf of the Contractor has been duly authorized to execute this Agreement, and that each and every obligation of the Contractor hereunder shall and will constitute the legal, valid and binding obligation of the Contractor, enforceable against it in accordance with its terms; a copy of the corporate vote authorizing the execution of this Contract is attached hereto.

Executed as a sealed instrument, in multiple counterparts, each of which shall be deemed an original, as of the latest date shown in the signature lines provided herein.

The HOPKINTON PUBLIC SCHOOLS

Dated: _____

By: THE SCHOOL COMMITTEE OF THE TOWN OF HOPKINTON (Vote to accept 1/12/2023)

Contractor: [INSERT CONTRACTOR'S NAME] Dated: _____

By: _____

Printed Name:

Printed Title:

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX I – CURRENT REGULAR TRANSPORTATION ROUTES**

[TO BE ATTACHED]

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX J – CURRENT SCHOOL CALENDAR**

[TO BE ATTACHED]

**HOPKINTON PUBLIC SCHOOLS – BUS TRANSPORTATION BID
APPENDIX K – CURRENT SCHOOL TRANSPORTATION POLICIES**

[TO BE ATTACHED]