

**NATICK PUBLIC SCHOOLS**  
**INVITATION FOR BIDS**  
**SCHOOL BUS & VAN TRANSPORTATION SERVICES**  
**Bid # 2024-01**

Pursuant to Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Natick Public Schools, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Natick Public Schools”), invites the submission of sealed Bids for school bus and 7D van transportation services in the Town of Natick.

The Invitation for Bids (“IFB”) may be obtained by emailing [ragostinellisolivan@natickps.org](mailto:ragostinellisolivan@natickps.org) and copying [bleblanc@natickma.org](mailto:bleblanc@natickma.org) between 8:30 A.M. and 4:30 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) on Fridays. Bid Specs will be available beginning on Monday December 18, at 2 PM, 2023.

Bids will be publicly opened in the School Committee Conference Room, 3rd Floor, Town Hall, 13 East Central Street, Natick, MA 01760 at 10:00 AM, Wednesday, January 10, 2024.

In the event that the Offices of the Natick Public Schools are closed due to inclement weather or other emergency (other than the COVID 19 emergency), the deadline for receipt of bids shall be extended to the same time on the next business day.

All Bids shall comply with the IFB issued by the Natick Public Schools, including, without limitation, Section 1, “Bid Requirements and Award.”

The Natick Public Schools reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Natick Public Schools. Any Bid submitted will be binding for thirty (30) days subsequent to the deadline date for receipt of sealed Bids.

**BID REQUIREMENTS AND AWARD**

- 1.01 Sealed bids are to be received in accordance with the time and date indicated on Advertisement for Natick Public Schools Student Bus Transportation and Natick METCO Program Transportation. Invitation to bid

No Pre-Bid Conference will be held.

- 1.02 All bids are to be addressed as follows: Address for Bids  
Natick Public Schools  
Attn: Matthew J. Gillis, Asst. Supt. For Finance  
Town of Natick  
13 East Central Street, 3<sup>rd</sup> Floor  
Natick, MA 01760

Each bid shall be clearly marked with the bid name, **Student Transportation #P-2024-01**, in the lower left-hand corner of the envelope.

- 1.03 Bidders must read these specifications carefully. Questions about the routes shall be referred to:  
Robin Agostinelli-Solivan  
Transportation & Facility Rentals Supervisor  
Natick Public Schools  
13 East Central Street, 3<sup>rd</sup> Floor  
Natick, MA. 01760  
(508) 647-1489

All questions must be received in writing and no later than **12:00 p.m. on Friday, January 5, 2024.**

- 1.04 Bids will be publicly opened in the School Committee Conference Room, 3<sup>rd</sup> Floor Town Hall, 13 East Central Street, Natick, MA 01760 at **10:00 AM, Wednesday, January 10, 2024.** Bid Opening

1.05 The Natick Public Schools seeks bids for:

Term of  
Contract

a) Natick In-Town, including transportation to and from all public schools in Natick, for the period beginning September 1, 2024 to August 31, 2027 with the option of four one-year extensions at the sole discretion of the Natick Public Schools.(Note: should the first day of the a future school year begin in August, that will be the start of the contract year for all transportation services.))

b) Natick METCO school bus transportation and after school buses to and from Boston for the period September 1, 2024 to August 31, 2027 with the option of four one-year extensions at the sole discretion of the Natick Public Schools.

c) Natick Athletic/Activity and Fieldtrips, including transportation for field trips and athletic events for the In-Town schools for the period beginning September 1, 2024 to August 31, 2027 with the option of two one-year extensions at the sole discretion of the Natick Public Schools.

Natick may choose to award up to five (5) separate contracts - one for Natick In-Town transportation, one for METCO bus, 1 for METCO van, and one for athletic events/field trips, and one for special education van transportation, or any combination thereof, if it is within the best interest of the Town.

Natick may also choose to award a single contact to a single provider of the transportation options - Natick In-Town, Natick METCO, athletic events/field trips. Pricing should be presented on Bid Proposal Form #1 for a combined service.

Natick may opt to exercise each option year, at the School Committee's sole discretion, and will do in writing by December 31 before the start of each option year.

1.06 The contract for furnishing Student Transportation for all designated children shall include the furnishing of all services necessary and required, consisting of the following in general: transportation equipment, maintenance of equipment, operation, supervision, safety instructions to drivers and help with instructions to riders, inspections, registration, licensing, insurance, reporting discipline, monitoring, and conformance to all applicable laws, rules, regulations of the Commonwealth of Massachusetts, Registry of Motor Vehicles and the School Committee now in existence or to be stated during the term of this contract.

Job of  
Contractor

- 1.07 **All bids must be accompanied by bid security.** Bid security may be in the form of a certified check, a bid bond (Massachusetts licensed company), or a treasurer's or cashier's check of a bank. The sum shall be \$50,000 and shall be payable to the Town of Natick. For bidders bidding van service only, the bid security amount shall be 5% of the total submitted bid, also payable to the Town of Natick. Should a bidder fail to enter a contract within 30 days of notice of award, then the security shall become the property of the payee as liquidated damages. Bid security of other bidders shall be returned promptly upon contract execution. Bid security will be returned to the successful bidder upon contract execution and the provision of a satisfactory performance bond. Bid Bond –
- 1.08 No bid may be withdrawn for a period of thirty (30) days after the scheduled bid opening without the bidder forfeiting his bid bond or equivalent to the Natick Public Schools, if it so requires. Bid Withdraw/ Penalty
- 1.09 The Natick Public Schools will award the contract to the lowest responsive and responsible bidder based on the total of the first three years of the contract. The Natick Public Schools reserves the right to accept or reject any or all bids or parts of bids, and also to take any action as deemed by it to be in the best interest of the Town of Natick School Department. **Discretion with Bid Award**
- 1.10 Where given, measurements, estimates, times and statements as to the conditions under which the work is to be performed are believed to be correct, but the Contractor must examine for himself, as no allowance will be made for any errors or inaccuracies that may be found herein, and further, the Town or Committee does not guarantee that they are approximately correct. Estimates, Statements and Disclaimers
- 1.11 Submit (1) copy of the Certificate of Corporate Vote. Certificate of Corporate Vote
- 1.12 Bidders must submit a list of 5 entities for which the bidder performed transportation services within the five (5) years preceding the date of the bid along with the name(s), titles, and telephone numbers (s) of contact persons. Bidder must certify under pains and penalties of perjury that the company, partnership or corporation (as applicable) has not defaulted or been terminated for cause on any contract in the last five (5) years. Bidders must also certify that they are not currently in litigation with any community in which they provide(d) business or, if in litigation, bidders must provide a summary of the nature of the litigation, the court of jurisdiction, case name and numbers(s) and other identifying information necessary in order to obtain access to court documents. Other Contracts - List-References

- 1.13 Inaccuracies in the specifications must be brought to the attention of the Transportation Coordinator in writing, **not later than 12:00 p.m. on Friday, January 5, 2024** **Question Of Bid**
- 1.14 All requirements and specifications for bidders must be complied with, unless specifically waived by the Natick Public Schools. These specifications and requirements shall be attached to, and made a part of any contract awarded. Should a contractor fail to abide by these specifications and requirements and addendums, the Natick Public Schools reserves the right to cancel the contract after serving thirty (30) days written notification. **Specs as Part of Contract**
- 1.15 Bids must be submitted on the bid forms provided. A complete bid will include: **Bid Submission**
- 1.) Bid Proposal Forms #1, 1A, 1B and 1C are included by category of service and must be completed and signed by the person authorized to make contracts
  - 2.) Certificate of Vote
  - 3.) W-9 Request for Taxpayer Identification Number and Certification
  - 4.) Description of bus equipment
  - 5.) Bid deposit as specified in number 1.07 above
  - 6.) Signed Appendices 2-7
  - 7.) Certificate of Insurance, listing town of Natick as Additionally Insured

NOTE: Faxed bids not acceptable as legal bids by the Town of Natick.

- 1.16 The Company will assume full responsibility and liability for its buses during this period of time. The company will be responsible for garaging its buses (off-site), from July 1 to September 1. If the Contractor chooses and the Natick Public Schools agrees, the buses may be garaged outside Natick all year. **Specs as Part of Contract**

- 1.17 The Town estimates that approximately four (26) buses will be required for Natick In-Town transportation, one (1) bus and one (1) eight-passenger van for the Natick METCO daily program and two (2) late buses for the METCO daily program. The Town estimates it will need thirteen (13) vans in for in-town van service during the school year, approximately 5 to 6 buses per day for athletic trips in Fall and Winter seasons up to 7-8 buses per day for spring sports at the High School and middle Schools. The Natick Public Schools shall approve the actual number of buses that will be used for daily service based upon enrollment and appropriations. The Contractor must assess the approximate number of buses, backup buses, as well as drivers and backup drivers, that are required in order to provide service for all athletic events and field trips in addition to the regular daily service. The Town reserves the right to increase or decrease the actual number of buses that will be used for this service as circumstances may require or guarantees as to the number of buses that will be required throughout the contract term.
- Number of Buses & Vans
- 1.18 The Contractor must maintain a dispatch office telephone, telephone answering service, and two-way radio service sufficient to maintain contact between the dispatcher, drivers and buses at all times while vehicles are in service for the Natick Public Schools. The successful bidder shall, within, thirty (30) days of the contract award, provide the Town of Natick with the address of the dispatch office.
- Facilities
- 1.19 No Performance Bond required.
- Performance Bond
- 1.20 School bus drivers shall be paid based on the prevailing wage rates in accordance with the Commonwealth of Massachusetts General Laws, Chapter 71, Section 7A. (The applicable wage rates are included with the bid submittal forms).
- Prevailing Wage Rates**
- PLEASE NOTE:** Prevailing wage rates are now determined on a year to year basis. The rates included within are not the rates for the entire contract period. The rates included within are for the period of September 1, 2024 through August 31, 2025. **It is the responsibility of the Contractor to obtain from the Commonwealth of Massachusetts the prevailing wage rates for each additional year of the contract.**
- 1.21 Natick reserves the right to use its own personnel and/or equipment to perform transportation services when deemed necessary or expedient and to award separate contracts for transportation services as deemed necessary.
- Prevailing Wage Rates (continued)

## CONTRACTUAL RELATIONSHIP

- 2.01 Contractor is to furnish transportation services to the Natick Public Schools in accordance with the provisions of these **GENERAL CONDITIONS AND SPECIFICATIONS** and the bid forms. The contractor shall provide school bus transportation services for the Natick Public Schools commencing September 1, 2010, to and from schools within Natick. Operation time, as herein after defined, of up to four (4) hours per day for all buses in the Town fleets, shall be totaled separately for morning and afternoons. Operation time for morning routes will begin when the first student is picked up and for the afternoon routes shall begin as of the time the bus is scheduled to be at the school in order to pick up students. Travel time to and from the bus terminal is not included in the calculation of operation time. Bus monitors will be needed to be picked up and dropped off at their homes or other agreed upon areas. Role of Contractor
- 2.02 The successful bidder is required to carry out all reasonable requests of the Natick Public Schools or its authorized representative. Reasonable Requests
- 2.03 **The successful bidder may not sublet, sell, transfer, assign, or otherwise dispose of any portion of the contract without prior written consent of the Town.** In cases prohibited by law, there will be no sublet, sale, transfer, assignment or other disposition of the contract. The contract shall be binding on the heirs, personal representatives, successors and assignees of the Contractor. Assignment of Contract
- 2.04 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies under penalty of perjury, that to the best of his knowledge and belief, the price(s) in this bid have been arrived at independently, without consultation, collusion, communication or agreement with any other bidder or competitor, and further that the prices in this bid have not and will not be knowingly disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder or competitor. Collusion
- 2.05 The Contractor shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this contract at Contractor's expense. Contractor Gets Permits
- The Contractor shall comply with all Ordinances of the Town of Natick, General Laws and Regulations of the Commonwealth of Massachusetts. Federal Laws and Regulations authorized by law, applicable to the provisions of such contract, and be familiar with the law.
- 2.06 The successful Contractor warrants by offering a bid and further by accepting the award, that it will provide transportation as needed by the Natick Public Schools for the school children of the Town, for the contract term, and for the bid price plus additions or minus subtractions. Contractor Provided Transportation

- 2.07 Nothing contained herein shall preclude the school administrators, acting with School Committee approval, from entering into an agreement(s), financial or otherwise, with parent(s) or existing contractor(s), for providing transportation to children, either singly or on a carpool basis. Transportation Agreements
- 2.08 Payment hereunder is a function of per vehicle charge per day as further described and refined on the bid pages. As such, the Natick Public Schools makes neither guarantees nor representations about the number of vehicles required hereunder during the term of the contract. It is hoped and expected that the vehicle needs determined by the Contractor's routing using the 2023-2024 Bus Routes and Van Routes will remain relatively unchanged from bid time to the start of service hereunder. Basis of Payments
- 2.09 The Contractor, by offering a bid and by signing a contract, acknowledges the right of the Natick Public Schools to make additions or deletions without limitation to meet student needs. Increases/Decreases
- 2.10 The Contractor must supply an office mailing address and a non-toll call telephone for the schools and the Superintendent's Office, through which the School Department may make **IMMEDIATE** contact with the owner or his agent during the hours which schools, transportation hereunder, or the Superintendent's office is in operation. The owner or his agent must be willing to appear for conference with the School Committee and/or School Administrators as necessary and as requested. Accessibility of Contractor
- 2.11 **The Natick Public Schools reserves the right to deduct from sums due or to be due the Contractor, the full prorated cost of the specific run that is late in arriving to school, especially in the morning.** Late in this context shall be a "window" of permissible times not less than 15 minutes in length and to be determined by the Transportation Department prior to the start of and during the work under this contract. Such monetary deductions from sums due or to be due may commence after one such late arrival or student(s) left behind incident each month. The School administration will keep tardy arrival records and will decide which vehicles are late. For students left behind due to Contractor error, either in the morning or in the afternoon, the Contractor will assume the cost of any/all alternate transportation. Such costs will be deducted from sums due or to become due. The School administration must thoroughly check and satisfy itself of Contractor error before making such deductions. Other remedies such as clauses 10.01 through 10.04, Remedy and Law, shall also remain available and operative. **The intent of this section is to forcefully elicit timely transportation, so children do not miss time on learning.** The Natick Public Schools shall take into account unusual weather, traffic and other conditions that are beyond the Contractor's control. Penalty for Late, or Deficient Service

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| 2.12 | The Contractor acknowledges and agrees that it will be responsible as an independent contractor for all operations under this Contract and for all the acts of its employees and agents hereunder, and agrees that it will hold harmless, indemnify, and defend the Town of Natick and its officers, boards, committees and employees from and against any and all loss, damage, cost, charge, expense or claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of its agents or employees and will pay promptly on demand all costs and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor under the Workers' Compensation Act, Disability Benefits Act or other employees act. | <b>Indemnification</b>   |
| 2.13 | Under the supervision of the Town of Natick Safety Officer, the Contractor agrees to provide buses and/or drivers twice per contract year for the purpose of conducting bus evacuation drills for all Natick students. Such drills shall be scheduled by the Superintendent of Schools or his/her designee and be conducted during a time frame which will not conflict with regular route operations. Said drills will be at no additional cost of the School Department. The Contractor shall provide with the bid proposal, a detailed description of all safety programs which are provided for bus drivers on an annual basis.   | <b>Evacuation Drills</b> |

**ABILITY TO PERFORM**

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| 3.01 | With his bid, each bidder is to submit evidence of his ability to secure a performance bond in the amount of 100% of the bid price of the largest possible contract award for one year, or such proof of financial competence as the Natick Public Schools at its sole discretion shall consider appropriate. A letter from a bonding company, licensed to do business in Massachusetts, indicating they will bond the vendor if the fee is paid will suffice for this requirement. | Performance Bond                |
| 3.02 | This section is intentionally deleted   | Maintenance of Performance Bond |
| 3.03 | This section is intentionally deleted.  | Bondable Problems Notification  |

- 3.04 The Natick Public Schools reserves the right to investigate the financial responsibility of any or all bidders to determine what assurance the Natick Public Schools may have of the contractor's ability to provide all services specified during the contract period. Financial Investigation

The bidder may be required to furnish a certified audited financial statement for the last fiscal year of business. (Fiscal year shall mean the period used by the bidder for accounting purposes.) The information will be considered “Confidential,” not for public view. The Town reserves the right to obtain additional financial information.

- 3.05 All performance guarantees must be maintained throughout the contract period unless the Superintendent of Schools indicates otherwise. Bond Maintenance

### **EQUIPMENT**

- 4.01 The Contractor shall use diesel or gasoline vehicles which shall be constructed, equipped and maintained in conformance with all applicable laws, regulations of the Federal Government, and the Registry of Motor Vehicles. All buses must meet the 2015 emissions standards set forth by the Federal Department of Transportation. All buses must be equipped with padded seats in accordance with Massachusetts State Law. All school buses shall be 47/71-passenger or greater. All buses shall be school bus yellow. All buses must be kept clean and neat at all times and must be heated when necessary and provided with the proper ventilation. If the bus heating systems are deemed by the Natick Public Schools to be inadequate during cold weather months, the Natick Public Schools reserves the right to require the contractor to install booster heaters to rectify the problem at the contractor’s expense. The term “inadequate” shall mean a heating system which fails to meet applicable State and Federal standards. All buses shall be equipped with STOP signal arms and high-backed padded seats. Each bus shall be marked on the outside with the number of pupils who may be transported therein with the total capacity of each bus figured in accordance with the state regulations. No vehicles which have been disapproved by the Committee for reasons of unsuitability or non-conformity with the contract or specifications shall be used in the work until and unless the defect is corrected. Furthermore, the contractor shall not be allowed extra time or compensation for completion of the work by reason of such rejection. Laminated cards, magnets or some other indicator of bus # will be provided by the school bus vendor for each school bus to be displayed for identification purposes by students. Vehicle Condition and Remedy

The contractor supplying vans for 7D service or wheel chair service shall meet the necessary Commonwealth of Massachusetts vehicle requirements for transporting students.

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| 4.02 | All bidders should certify in the bid documents whether the vehicles are owned, to be purchased, leased, or to be leased as provided on the bid form.  | Certify to Ownership          |
| 4.03 | The bid will be considered on the basis of the minimum requirements of these specifications if full vehicle identification is not provided on the bid forms.   | Minimum Requirements          |
| 4.04 | The Contractor shall submit a list containing pertinent safety and compliance information, listed immediately below this clause, to the Transportation Department before the first full week of transportation under this contract and before September 1st for each successor year under the contract.  | Annual Vehicle Data           |
|      | <p>Photocopy of Registration which should show (if not then other-wise inform):</p> <ul style="list-style-type: none"> <li>Vehicle Identification number</li> <li>Vehicle year of manufacture</li> <li>Mileage on date of submission</li> <li>Chassis manufacturer name</li> <li>Body manufacturer name</li> <li>Location where vehicle may be examined</li> <li>Rated seating capacity of vehicle.</li> </ul> <p>This information is to be updated and kept accurate throughout the contract period. Any/all vehicle changes are similarly subject to School Committee approval (see 4.01).</p> |                               |
| 4.05 | The Contractor agrees to furnish the Superintendent or designee with any reports of inspection made by the Department of Telecommunications and Energy, the Registry of Motor Vehicles, and any other agencies within ten (10) business days after the time allowed for completion of the inspections.   | <b>RMV Inspection Reports</b> |
| 4.06 | The name of the owner/operator is to be clearly displayed on the outside of all vehicles.  | Owner I.D.                    |
| 4.07 | No diesel vehicle shall be over six (6) years old for the duration of this contract or have traveled more than 100,000 miles at any time during the contract period unless otherwise stated. All buses used for service pursuant to this Contract must comply with all applicable Federal and State Regulations.   | <b>Age and Mileage Limits</b> |

- 4.08 The Contractor shall have sufficient back-up vehicles available with spare drivers at all times of scheduled operation. In the event that service is interrupted on any route due to a vehicle out-of-service, the contractor must use a comparable capacity, properly insured, substitute vehicle in order to serve his contract daily with the proper number of vehicles without additional charge. Such a vehicle is to replace that which is out of service for maintenance, repair or inspection only. Any vehicle used to replace a breakdown must be able to reach the point of breakdown in a reasonable time. At no time will a back-up vehicle exceed six (6) years old unless approved in writing by NPS, and extensions shall expire 180 days from the date of the written extension. Back-up Vehicles
- 4.09 "2 Way Radios" are required for all vehicles, including backup vehicles, used in fulfilling this contract. One such radio for the Contractor's base of operation and full accessibility of the Contractor must be maintained as in sections 6.15 and 2.11. All such equipment must have 90% coverage in the entire transportation area inside the Town of Natick (wherever these vehicles travel on a daily basis). The 90% coverage rating may have to be proven at the School Administration's sole option by a measure such as a field strength survey test. The 90% coverage requirement may be waived or reduced by the School Department if the non-compliance is not due to the 2-way radios but rather to the repeater. The contractor shall provide one functioning two-way radio for the School Central Office. 2-Way Radios
- 4.10 Each vehicle must be equipped with snow tires or other approved tire tread design from November 15 through April 15 of each year. Snow Tires
- 4.11 The Natick Public Schools require that each bus be equipped with an electronic "Child Check-Mate" system or equivalent. **This child safety system insures the bus driver does a full bus check before leaving the vehicle.** Child Check-Mate System or Equivalent

If no such electronic system exists, the Contractor will be required to submit a documented procedure to insure that bus drivers conduct full bus checks before leaving the vehicles. This procedure will be submitted to the Coordinator of School Transportation upon contract award.

### ADVERTISING

- 5.01 The Natick Public Schools may designate appropriate printed advertisement media on and in school buses under this contract, consistent with Massachusetts General Laws, including Section 197(a) of the Acts and Resolves of 2002. Any net revenue that is acquired by such advertisements(s) shall be the sole property of the School Department. Any installation or removal of such advertisements shall be at the discretion of the School Department, which shall assume only reasonable restoration costs above normal wear-and-tear to Bus Contractor's property after removal of advertisements. Advertising

## **ROUTES**

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| 6.01 Students will be picked up and discharged as directed by a school administration official acting as designee of the Natick Public Schools including changes without limitation.   | Routing Management                     |
| 6.02 A scheduled run may be canceled or modified by the School Administration by notifying the Contractor orally or in writing. An emergency or weather related school closing is just cause for cancellation of a run at any time. There is no charge for cancelled runs. In most cases, cancelled school days will be made up at the end of the school year.   | Cancellation                           |
| 6.03 The Contractor agrees to maintain a GPS software system with an accurate master clock in the base of operations and will insure that each driver will have and use an accurate and dependable timepiece. The Contractor shall grant NPS access via online user name and password, and written instructions to access to the GPS software and its reports.   | <b>GPS and Master Clock</b>            |
| 6.04 Drivers are responsible for arriving not sooner than fifteen (15) minutes (or other to be specified time) prior to the start of a program nor later than the designated start time of a program. Drivers are expected to depart not later than fifteen (15) minutes (or other specified time) after the end of a program. Exceptions to the foregoing must have prior Transportation Department approval.                         | <b>Timeliness</b>                      |
| 6.05 The Contractor is responsible for implementing route, schedule, and other changes as necessary in response to instructions from the Transportation Department.  | <b>Implementing Changes</b>            |
| 6.06 The Contractor is to keep the Transportation Department informed of the need for more or any possibility of fewer transportation vehicles under this contract.  | Inform of Need to Add or Drop Vehicles |
| 6.07 The Contractor is responsible for obtaining a copy of the school calendar for each program serviced by his/her route. The Contractor is also responsible for maintaining communication with the School METCO Program Coordinator in reference to scheduled and unscheduled program changes (days off, early release, delayed openings, etc.) or Parent Conferences. There will be no additional charge for these program changes. | Contractor Gets School Calendar        |

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| 6.08 | The Contractor and/or his drivers are responsible for contacting a representative of each program that is serviced by his/her route(s) to confirm appropriate drop off and pickup locations, and other information necessary for safe transportation. Such contact will be made no later than three (3) days prior to the start of school. Additionally, the contractor and/or his/her drivers are responsible for advising the School Transportation Coordinator of approximately pickup/drop off times for each student transported no later than seven (7) days prior to the start of school. | Contractor<br>Notifies Schools<br>and Office |
| 6.09 | The Contractor is required to have all drivers make a dry run with their monitor on the route assigned prior to the start of the school year.  | Dry Run                                      |
| 6.10 | In the event of emergency early-outs due to inclement weather, power failures, building conditions etc. the Contractor shall maintain direct contact with its Dispatcher and drivers in order to implement revised transportation schedules. The standard time ranges shall be waived for any emergency early-outs.  | Early Outs                                   |
| 6.11 | The Natick Public Schools shall notify the Contractor immediately when school is cancelled or there will be a delayed opening. The Contractor is also expected to monitor the Natick Public Schools Web site and local radio stations for "no school" or "delayed opening" announcements and weather conditions.   | School<br>Cancelled                          |

**DRIVERS**

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| 7.01 | Contractor shall employ properly licensed, careful, temperate and courteous drivers to operate vehicles used in carrying out the terms of the contract. The Contractor will not allow rude, flirtatious, or abusive behavior or language by drivers toward students, monitors, school personnel, or the public.   | Furnish<br>Drivers |
| 7.02 | The Contractor must submit a typewritten list to the Superintendent before the end of the first full week of transportation under this contract containing the following information for each route:<br>Name of primary driver<br>Address<br>Telephone Number<br>Birth Date<br>Class of License<br>Operator's License Number<br>Date of Expiration<br>Certificate of driving record from Registry of Motor Vehicles<br>Certificate of health from physician stating driver is physically and mentally fit to operate a vehicle and transport students.<br>Test results indicating driver is free from tuberculosis. | Driver List        |

Also, similar information is to be given for all back-up drivers and substitute drivers. (A photocopy of each driver's license should satisfy most of the above requirements).

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| 7.03 | The driver list of 7.02 must be kept current during the term of this contract and extensions, if any. Updates to the list shall be sent to NPS business department with 5 business days of the driver change.  | Current Driver List                   |
| 7.04 | The Contractor is responsible for providing each driver with information stating the route, (also showing this on a map) by student name and address, the order and time of pick-up, and order and time of drop off. The school address, telephone number and contact person's name shall also be on this list as should location of the nearest police stations and their telephone numbers. These information lists are to be in the vehicles at all times during the contract. A copy of all such lists is to be submitted to the Transportation Department. Updates are to also be so transmitted. | Route Detail in Vehicles              |
| 7.05 | The Contractor is to understand that confidentiality of student names and other information is required by law and that the contractor is responsible for any breach of this confidentiality by drivers or others in their employment.   | Confidentiality                       |
| 7.06 | Drivers are required to attend any in-service training provided by School Administration or contractor at School Committee direction. A reasonable fee may be charged by the contractor. And reasonable notice, two weeks or more whenever practical, shall be provided by NPS when requiring or offering training.  | In-service                            |
| 7.07 | There shall be no smoking by drivers regardless of whether or not there are students present in the vehicle. No alcoholic beverages may be carried in the vehicles. There is also no smoking anywhere on school property.  | <b>No Smoking/<br/>No Alcohol</b>     |
| 7.08 | The Contractor is required to have a driver Drug and Alcohol Abuse Policy for the duration of the contract. All bidders should submit a copy of this policy with their bid. Each driver must be drug tested in compliance with U.S. Department of Transportation's (DOT), Rule, 49 CFR Part 40. For the purposes of this contract, no driver is exempt from testing.   | Substance Abuse Policy & Drug Testing |
| 7.09 | The School Committee reserves the right to request IMMEDIATE discharge of and have IMMEDIATELY discharged any vehicle driver with proper written notification to the contractor and/or his representative. Proper notification shall be deemed to be given if contact is made either orally or in writing with the contractor and/or his representative.   | Driver Discharge                      |
| 7.10 | Substitute drivers must meet all the requirements stated herein for primary drivers.   | Substitutes                           |

- 7.11 School authorities are eager to cooperate with drivers in their back up role of securing proper conduct of the student passengers. Drivers will promptly inform the contractor and the appropriate monitor of any improper behavior in transportation vehicles. **This prompt notice should be attempted to be made on the same day as the infraction but in no instance is it to occur later than on the next school day.** School authorities will take disciplinary actions where appropriate, so it is necessary for misconduct to be reported. No roughness or bad language is to be tolerated. The conduct of pupils shall contain reasonable regulations. Continued lack of ability to maintain reasonable discipline in the vehicles as determined by the Transportation Coordinator shall be cause for the dismissal of the driver and/or the vehicle monitor. Monitors may, from time to time, be provided by the Town of Natick on the regular school buses to maintain proper discipline, assist students getting on and off the bus, and assist students crossing streets where necessary. Securing Proper Conduct
- 7.12 Drivers will not take physical disciplinary action against any child. Nothing herein shall prevent a driver or bus monitor from restraining a child from action that might cause harm to him/herself or to others. Discipline
- 7.13 The Contractor understands and agrees that while operating within the terms of this contract, **only Natick school children may be transported** and drivers are not permitted to carry unauthorized passengers or pets. **Who May Ride**
- 7.14 Liability for the contractor's personnel while in the performance of duty under this contract shall be the responsibility of the contractor. The School Committee shall not be held liable for any personnel in the employ of the contractor. Insurance, Employee Liability
- 7.15 The contractor agrees to assign a person who will be available to the Transportation Department at the Superintendent's Office for the purpose of conferences and consultations regarding driver or student conduct, school schedules, route schedules, route changes, etc. These consultations shall be scheduled during the normal working hours of the contractor. Dispatcher
- 7.16 All drivers shall be at least twenty-one (21) years of age, and shall be of high moral character. Each driver shall be physically examined once a year by Massachusetts licensed physician. A certified report of the examination containing information relative to vision, hearing ability, reflexes, condition of heart and respiratory system shall be on file at the Contractor's office and shall be presented to the NPS Transportation Department no less than annually. The cost of the physical examination is to be borne by the Contractor. Age/Physical Examination

7.17 The Contractor shall take all steps requested by the Town of Natick and/or the Natick Public Schools regarding compliance with legal requirements pertaining to criminal record background checks of drivers, including fingerprint-based national criminal record background checks of individuals regularly providing school-related transportation to children. At a minimum, this shall include submitting notarized CORI Authorization Forms for each driver accompanied by a legible copy of a photo ID, or having drivers complete CORI Authorization Forms on Town premises witnessed by a person authorized by the Public Schools to do so. Drivers shall not be assigned to perform services under this Contract until the Contractor has been notified in writing that the driver is background-cleared. No driver shall be assigned to perform services under this Contract who has been disqualified pursuant to this Section. Please note that fingerprint-based background checks may take up to three weeks to process.

**CORI/SORI Checks**

**SAFETY**

8.01 In the case of a breakdown, after the welfare and safety of the students has been attended to, the driver shall contact, via his/her two-way radio, the Contractor’s base of operations for assistance.

Breakdown Safety

8.02 Drivers will not leave their vehicles while children are in it unless a monitor, teacher, coach or parent is present. In an emergency, the driver's first concern must be for the safety of the students.

No Un-attendance of Vehicle

8.03 The Contractor shall make a detailed written report to the NPS Transportation Department within twenty-four hours of any accident involving a vehicle under contract to or operating for the School Committee. In addition to the foregoing written notice, a verbal report of an accident and its details is to be made to the School Transportation Department IMMEDIATELY after the welfare and safety of the students has been attended to for any accident with any students on the vehicle, about to enter the vehicle or just having left the vehicle.

Written Accident Report

8.04 All vehicles and operators shall be readily available in case of emergency or other conditions warranting immediate transportation needs. It is understood that not more than one hour from notice is a reasonable time in which to start emergency transportation from school in relatively good weather and this shall increase up to a one and one-half hour limit for inclement weather. NPS does require vehicles to be garaged in Town, but vehicles and the contractor must be able to meet the one hour service time requirement in case of emergency.

**Vehicle Availability**

- 8.05 No person operating a school vehicle shall run it at a rate of speed greater than is reasonable and proper, having regard to traffic and the use of the way and the safety of the public. No person shall operate a school vehicle within a school zone, established in conformance with the standards of the Department of Public Works, at a rate of speed exceeding twenty (20) miles per hour. No person shall operate a school bus at a rate of speed exceeding forty (40) miles per hour while actually engaged in carrying school children, except as provided for by law or divided, limited access highways and other excepted ways. Vehicle Speed
- 8.06 Every driver, before operating a vehicle pursuant to this contract, shall complete an annual compulsory required driver safety and sensitivity program offered by the Contractor at the Contractor's expense. Topics shall include safety training, passenger sensitivity including respect of dignity, courtesy, parent/school communication, confidentiality of information, use of radio, emergency and evacuation procedures, familiarity with map reading and disease prevention including cleanup procedure in accordance with State laws and Town guidelines. The Transportation Department staff shall be invited to observe and participate in this training program. An attendance sheet and minutes of the meeting shall be submitted to the Transportation Department within one week after the meeting. Driver Safety and Sensitivity and Record Keeping
- 8.07 **The driver shall never leave the passengers alone in the vehicle unsupervised by an adult.** The Contractor shall require all drivers to make a dry run on their assigned routes prior to the start of the school year or at any time during the life of the contract when changes occur. While performing services encompassed by this contract, drivers are not permitted to carry unauthorized passengers, pets or cargo, or to smoke, distribute foods, beverages or other substances to passengers. Drivers
- 8.08 **All vehicles used for Regular School Bus transportation must be equipped with a fixture known as a “black box,” containing a DVR camera designed to record audio and video data.** The contractor will provide and install the black boxes and cameras as well as provide recording media to be uses for these purposes. The contractor shall allow NPS access to all video and audio recordings. The Contractor will also allow NPS access to retrieve data from cameras within the video storage as needed. All media data shall be confidential and remain the property of NPS, and NPS will be the only authority to download data. Each bus will bear a notice posted prominently on the front interior which states the following: NOTICE: AUDIO AND VIDEO RECORDING EQUIPMENT MAY BE IN USE ON THIS VEHICLE. The installation and disposition of said equipment and media will be at the direction of NPS. NPS reserves the right to require that buses used for Field Trips and Athletics also be equipped. Cameras

**INSURANCE**

- |      |  |                                   |
|------|--|-----------------------------------|
| 9.01 | The Contractor shall keep in force at all times during the term of this contract a policy or policies of insurance as specified in the General Laws relating to school transportation. <b>The contractor shall carry public liability insurance covering each vehicle to at least \$5,000,000/\$10,000,000 limits and property damage coverage of not less than \$2,000,000.</b>             | Coverage & Renewal                |
|      | <b>The contractor shall send a copy of the policy, demonstrating coverage for the school year and listing the Town of Natick and Natick Public schools as additionally insured, each year to NPS Transportation supervisor.</b>  |                                   |
| 9.02 | The Contractor shall indemnify, defend and hold the School Committee harmless for any and all claims, loss, cost, expense, or damage of any kind resulting from or arising out of the contract by the contractor, agents, or employees.  | School Committee Held Harmless    |
| 9.03 | Before commencing performance of this contract, Contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (Workman's Compensation Law) or equal insurance to all persons to be employed under this contract and shall continue such insurance in full force and effect during the term of this contract. | Workman's Compensation            |
| 9.04 | A certificate of insurance showing insurance coverage required in 9.01 and 9.03 above shall be given to the Superintendent's designee by the Contractor before any payments hereunder will be made.  | Certificate of Insurance Coverage |

**BILLING AND PAYMENT**

10.01 Once monthly the Contractor shall submit bills to the Transportation Coordinator, 13 East Central Street, Natick, Massachusetts 01760. Invoices shall be completed to itemize and document all charges including vehicles by route and students, the days of transportation and the charges to be applied therefore, and other charge(s) (if any). Invoice

All invoices shall have a unique invoice # if the contract is awarded to a single vendor. The Natick Public Schools transportation, the Natick METCO Office, Athletic Department, special education trips will be invoiced separately. The invoices for the NHS Athletic Department will be invoiced directly to the attention of the NHS Athletic Director.

**Final fiscal year invoices for the month of June, shall be submitted no later than 3 business days from the last day school is in session.**

Invoices received late accept the risk of not being paid until the next Annual Town Meeting votes to approve or deny late invoices in April or May of the following calendar year.

10.02 Toll charges will be paid by the Natick Public Schools if the contractor seeks and obtains permission in advance for the use of and payment for a toll route. Pay Expense

10.03 **Deductions from each monthly payment will be made for services not rendered.** Deductions for tardy, missed or otherwise deficient transportation (Section 2.12 and 10.01 and others) may be handled differently. Deductions

**REMEDY AND LAW**

11.01 In the event the Contractor is unable to furnish transportation temporarily, the Superintendent of Schools is authorized to hire a vehicle or vehicles for such time as necessary, and the contractor shall pay for the cost of this emergency service. Nothing herein shall be construed to eliminate or diminish the obligation of the bonding company if any. Non-Performance Remedy

11.02 If Contractor fails to perform services or perform services in a manner which is not pursuant to the terms and conditions of this contract, the Natick Public Schools may make any reasonable purchase or contract to purchase services in substitution for service due from contractor and may deduct the cost of any substitute contract or damages sustained by the Natick Public Schools due to nonperformance or nonconformance of services, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due. Non-Performance Remedy

11.03 If the damages sustained by the Natick Public Schools, as determined by the Superintendent, exceed sums due or to become due, the contractor shall pay the difference to the Natick Public Schools upon demand. Damages Paid

11.04 The Contractor shall not be liable for any damages sustained by the Town of Natick/ Natick Public Schools due to the contractor's failure to perform services under the terms of this contract if such nonoccurrence of which was a basic assumption under which this contract was made, including, but not necessarily limited to a state of war, act of enemies, embargoes, appropriation or confiscation of facilities used by the Contractor, and by compliance with any federal, state or municipal governmental regulation or order other than those relating to the Contractor's vehicles, provided that the contractor has notified the Superintendent in writing of such cause within then (10) days of its occurrence; it being understood, however, that the compensation paid the contractor hereunder shall be reduced services not rendered based upon 100% of the then current payments being made to the Contractor.

Contractor Not  
Liable

### **CONTRACT TERMINATION**

12.01 This contract may be unilaterally terminated by the Natick Public Schools at any time for:

Contract  
Termination

A. Contractor's violation of the contract with seven (7) days written notice; and in doing so, the Natick Public Schools will not waive any rights or remedies which the Town of Natick may have against the Contractor;

B. Contractor's involvement in financial difficulties as evidenced by an assignment for the benefit of creditors or the receivership of assets not dissolved within sixty (60) days or the voluntary filing of a bankruptcy petition or of any other proceedings relating to the relief of debtors, or the involuntary institution of any other proceedings for the relief of debtors where such petition or proceeding is not dismissed within sixty (60) days.

13.01 **SEVERABILITY**

This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause of this contract. The contractor shall keep itself fully informed of and agrees to comply with pertinent Federal, State and Municipal laws, ordinances, rules, and regulations in any manner affecting the service embraced in this contract.

Severability

APPENDIX 1  
 NATICK PUBLIC SCHOOLS  
 BID FORM – Regular School Bus Service

The undersigned hereby submits a sealed bid for school bus transportation services in the Town of Natick.

Printed Name of Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

The Bidder hereby pledges to deliver the complete scope of services for school bus transportation services in the Town of Natick, as outlined in the IFB:

Natick In-Town School Bus Service – Grades K-12, to & From School			
Base Contract	Per Diem Price	Annual Price 26 buses x 180 Days	Annual Price in Written Words
FY25			
FY26			
FY27			
Subtotal Base Contract Price			
Option Yr 1			
Option Yr 2			

Natick In-Town Late Bus Service			
Base Contract	Per Diem Price	Annual Price 7 buses x 180 Days	Annual Price in Written Words
FY25			
FY26			
FY27			
Subtotal Base Contract Price			
Option Yr 1			
Option Yr 2			

MAIN BID WORK – Three (3) year total term, subject to annual appropriation. The bid totals for the first three years school bus service and late bus service should be handwritten below.

\_\_\_\_\_ (write out amount in words) dollars and \_\_\_\_\_ cents  
 (\$ \_\_\_\_\_) (numeric amount).each year x 3 (years)=  
 \_\_\_\_\_ dollars and \_\_\_\_\_ cents  
 (\$ \_\_\_\_\_)

In case of any conflict between the amount written in words and the numeric amount in any of the foregoing categories, the amount written in words shall govern.

The Bidder acknowledges receipt of addenda numbered \_\_\_\_\_. Write out each addendum. For example, for three (3) addenda issued, please write, "1,2, and 3." Do not write "1-3" or "3."

The Bidder understands that, pursuant to M.G.L. c.30B, §5, the Natick Public Schools will award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and responsive Bidder for school bus transportation services in the Town of Natick, as described in the Main Bid Work in Section 3(A) above, for the three (3)-year term.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing school bus transportation services. Bidder's verifiable experience record shall be acceptable to the Natick Public Schools. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/ commencement, a list of any name changes, and a list of any lawsuits pending against it.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. DELETED.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Natick Public Schools endorsements or riders in compliance with the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c.4, §7, cl.26th.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.

- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder shall pay all minimum prevailing wage rates, as contained in Appendix 9 to this IFB, in any Contract awarded by the Natick Public Schools.

The Bidder understands that the award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract. The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Natick Public Schools and are binding on the Successful Bidder.

Authorized Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Title

\_\_\_\_\_

Date

If a Corporation:  
Full Legal Name

\_\_\_\_\_

Officers of Corporation and Addresses

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number. \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business in Massachusetts

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Full Legal Name of Surety Company

\_\_\_\_\_

Principal Place of Business of Surety Company

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Admitted in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

APPENDIX 1 (A)  
 NATICK PUBLIC SCHOOLS  
 BID FORM – METCO Bus Service, Boston to Natick and Natick to Boston

The undersigned hereby submits a sealed bid for school bus transportation services in the Town of Natick.

Printed Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

The Bidder hereby pledges to deliver the complete scope of services for school bus transportation services in the Town of Natick, as outlined in the IFB:

Natick METCO School Bus Service			
Base Contract	Per Diem Price	Annual Price 1 Bus x 180 Days	Annual Price in Written Words
FY25			
FY26			
FY27			
Subtotal Base Contract Price			
Option Yr 1			
Option Yr 2			

Natick METCO Late Bus Service (Natick to Boston)			
Base Contract	Per Diem Price	Annual Price 1 Bus x 140 Days	Annual Price in Written Words
FY25			
FY26			
FY27			
Subtotal Base Contract Price			
Option Yr 1			
Option Yr 2			

Natick METCO Van, Elementary Grades K-4,			
Base Contract	Per Diem Price	Annual Price 1 7-Passenger Van x 180 Days	Annual Price in Written Words
FY25			
FY26			
FY27			
Subtotal Base Contract Price			
Option Yr 1			
Option Yr 2			

MAIN BID WORK – Three (3) year total term, for the METCO bus and late bus transportation services listed above, subject to annual appropriation. The bid totals for the first three years school bus service and late bus service should be handwritten below.

\_\_\_\_\_ (write out amount in words) dollars and \_\_\_\_\_ cents  
(\$ \_\_\_\_\_) (numeric amount).each year x 3 (years)=  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
(\$ \_\_\_\_\_)

METCO Van Bid - Three (3) year total term, for the METCO Van services listed above, subject to annual appropriation. The bid totals for the first three years school van service should be handwritten below. THE Van service can awarded to different vendor than the METCO bus and late bus service vendor.

\_\_\_\_\_ (write out amount in words) dollars and \_\_\_\_\_ cents  
(\$ \_\_\_\_\_) (numeric amount).each year x 3 (years)=  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
(\$ \_\_\_\_\_)

In case of any conflict between the amount written in words and the numeric amount in any of the foregoing categories, the amount written in words shall govern.

The Bidder acknowledges receipt of addenda numbered \_\_\_\_\_. Write out each addendum. For example, for three (3) addenda issued, please write, "1,2, and 3." Do not write "1-3" or "3."

The Bidder understands that, pursuant to M.G.L. c.30B, §5, the Natick Public Schools will award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and responsive Bidder for school bus transportation services in the Town of Natick, as described in the Main Bid Work in Section 3(A) above, for the three (3)-year term.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing school bus transportation services. Bidder's verifiable experience record shall be acceptable to the Natick Public Schools. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/ commencement, a list of any name changes, and a list of any lawsuits pending against it.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. DELETED.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Natick Public Schools endorsements or riders in compliance with the Contract.)

- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c.4, §7, cl.26th.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder shall pay all minimum prevailing wage rates, as contained in Appendix 9 to this IFB, in any Contract awarded by the Natick Public Schools.

The Bidder understands that the award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract. The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Natick Public Schools and are binding on the Successful Bidder.

Authorized Signature

---

Printed Name

---

Printed Title

\_\_\_\_\_  
Date

If a Corporation:  
Full Legal Name

\_\_\_\_\_

Officers of Corporation and Addresses

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number. \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business in Massachusetts

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Full Legal Name of Surety Company

APPENDIX 1 (B)  
 NATICK PUBLIC SCHOOLS  
 BID FORM - Athletic and Field TRIP BUS SERVICE

The undersigned hereby submits a sealed bid for school bus transportation services in the Town of Natick.

Printed Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

The Bidder hereby pledges to deliver the complete scope of services for school bus transportation services in the Town of Natick, as outlined in the IFB:

Natick Athletic Trip and Field Trip Bus Service			
Base Contract	Per mile Price	Mileage cost x 20,000 miles	Annual Price in Written Words
FY25			
FY26			
FY27			
Subtotal Base Contract Price			
Option Yr 1			
Option Yr 2			

Natick Athletic Trip and Field Trip Bus Service CONTINUED			
Base Contract	Price p /HR Wait time	Estimated Annual Cost Wait time x 1,8000 Hours	Annual Price in Written Words
FY25			
FY26			
FY27			
Subtotal Base Contract Price			
Option Yr 1			
Option Yr 2			

Natick, Low Mileage, Athletic Trip and Field Trip Bus Service			
Base Contract	Minimum Charge	x 250 Trips	Annual Price in Written Words
FY25			
FY26			
FY27			
Subtotal Base Contract Price			
Option Yr 1			
Option Yr 2			

Bid form continued on the next page

MAIN BID WORK – Three (3) year total term, for all 3 Athletic and Field Trip services listed above, subject to annual appropriation. The bid totals for the first three years school bus service and late bus service should be handwritten below.

\_\_\_\_\_ (write out amount in words) dollars and \_\_\_\_\_ cents  
(\$ \_\_\_\_\_) (numeric amount).each year x 3 (years)=  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
(\$ \_\_\_\_\_)

In case of any conflict between the amount written in words and the numeric amount in any of the foregoing categories, the amount written in words shall govern.

The Bidder acknowledges receipt of addenda numbered \_\_\_\_\_. Write out each addendum. For example, for three (3) addenda issued, please write, "1,2, and 3." Do not write "1-3" or "3."

The Bidder understands that, pursuant to M.G.L. c.30B, §5, the Natick Public Schools will award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and responsive Bidder for school bus transportation services in the Town of Natick, as described in the Main Bid Work in Section 3(A) above, for the three (3)-year term.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing school bus transportation services. Bidder's verifiable experience record shall be acceptable to the Natick Public Schools. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/ commencement, a list of any name changes, and a list of any lawsuits pending against it.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. DELETED.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Natick Public Schools endorsements or riders in compliance with the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)

- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c.4, §7, cl.26th.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder shall pay all minimum prevailing wage rates, as contained in Appendix 9 to this IFB, in any Contract awarded by the Natick Public Schools.

The Bidder understands that the award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract. The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Natick Public Schools and are binding on the Successful Bidder.

Authorized Signature

---

Printed Name

---

Printed Title

---

Date

If a Corporation:  
Full Legal Name

---

Officers of Corporation and Addresses

---

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---

State of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

---

---

Telephone Number. \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business in Massachusetts

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Telephone Number \_\_\_\_\_

Full Legal Name of Surety Company

APPENDIX 1 (C)  
 NATICK PUBLIC SCHOOLS  
 BID FORM – School Van (7D) Transportation Services, Grades PreK-12

The undersigned hereby submits a sealed bid for school bus transportation services in the Town of Natick.

Printed Name of Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

The Bidder hereby pledges to deliver the complete scope of services for school van transportation services in the Town of Natick, as outlined in the IFB:

Natick, In-Town, Special Education & Van Service			
Base Contract	Per Diem Price	Annual Price 13 Vans x 180 Days	Annual Price in Written Words
FY25			
FY26			
FY27			
Subtotal Base Contract Price			
Option Yr 1			
Option Yr 2			

MAIN BID WORK – Three (3) year total term, for all In-Town van transportation services listed above, subject to annual appropriation. The bid totals for the first three years school van servrvic should be handwritten below.

\_\_\_\_\_ (write out amount in words) dollars and \_\_\_\_\_ cents  
 (\$ \_\_\_\_\_) (numeric amount).each year x 3 (years)=  
 \_\_\_\_\_ dollars and \_\_\_\_\_ cents  
 (\$ \_\_\_\_\_)

In case of any conflict between the amount written in words and the numeric amount in any of the foregoing categories, the amount written in words shall govern.

The Bidder acknowledges receipt of addenda numbered \_\_\_\_\_. Write out each addendum. For example, for three (3) addenda issued, please write, "1,2, and 3." Do not write "1-3" or "3."

The Bidder understands that, pursuant to M.G.L. c.30B, §5, the Natick Public Schools will award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and responsive Bidder for school bus transportation services in the Town of Natick, as described in the Main Bid Work in Section 3(A) above, for the three (3)-year term.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing school bus transportation services. Bidder's verifiable experience record shall be acceptable to the Natick Public Schools. (Bidder shall attach to the Bid Form a short

statement of the status of the business, the year of incorporation/ commencement, a list of any name changes, and a list of any lawsuits pending against it.)

- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. DELETED.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Natick Public Schools endorsements or riders in compliance with the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c.4, §7, cl.26th.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder shall pay all minimum prevailing wage rates, as contained in Appendix 9 to this IFB, in any Contract awarded by the Natick Public Schools.

The Bidder understands that the award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this

IFB, in the form of the attached Contract. The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Natick Public Schools and are binding on the Successful Bidder.

Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

If a Corporation:  
Full Legal Name

\_\_\_\_\_  
Officers of Corporation and Addresses

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Incorporation \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number. \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business in Massachusetts

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Telephone Number \_\_\_\_\_

Full Legal Name of Surety Company

Appendix 2  
CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies, under penalties 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.

And

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C,§49A, the undersigned hereby certifies, under the penalties of perjury, that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 3

CONFLICT OF INTEREST CERTIFICATION

I hereby certify that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The 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.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 4  
CERTIFICATE OF CORPORATE BIDDER

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Bidder in the attached Bid Form; that \_\_\_\_\_, who signed said Bid Form on behalf of the Bidder was then \_\_\_\_\_ of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 5  
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

I hereby certify that the Bidder is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 6  
CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

I hereby certify that the Bidder shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions applicable to any contract awarded pursuant to this IFB, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 7  
CERTIFICATE OF NON-DEBARMENT

hereby certify that the Bidder is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Natick Public Schools within one (1) business day of such debarment, suspension, or prohibition from practice.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

Appendix 8  
SCHEDULE OF MINIMUM PREVAILING WAGE RATES

(SEE ATTACHED PDF DOCUMENTS)

And

Appendix 9  
Route Summaries and School Start and Time Summary Sheet

(SEE ATTACHED PDF DOCUMENTS.)

I acknowledge I am in receipt of the attached documents and could open the files.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title