

Bid for Pupil Transportation for the Worcester Public Schools to cover the following programs:

- Regular Education  
(School Year, Head Start Summer School, and Academic After-School Programs)
- Special Education

for a five-year period beginning the First Day of Summer School 2015 and ending on the last school day of June 2020.

The following meanings are to be attached to the defined words when used in this proposal:

- A "large" vehicle is a school bus with a 13 inch seating capacity of seventy-one (71) passengers and over. All Large Vehicles must be of a Type-D design.
- A "mid-size" vehicle is a school bus with a 13 inch seating capacity of twenty-nine (29) passengers. It is the intent of the Worcester Public Schools that mid-size vehicles are to be used primarily for in-city transportation requirements and all Central Massachusetts Special Education Collaborative locations through duration of this contract. Any vehicle with a 2016 model year or later must be a 37-38 inch seat for two students with integrated car seats for all positions except side emergency window exit locations and rear seat on entrance door side.
- A "wheelchair" vehicle is a school bus with a minimum of four (4) adjustable tie-downs, a minimum capacity of four (4) walk-ons and a hydraulic lift for boarding and discharging wheelchair pupils. Pupils/wheelchairs must be secured in a forward-facing position. All wheelchair buses must contain a fire blanket as per the specification in Appendix A.

Bidders shall be required to submit the following pertinent information with the bid submittal:

- A balance sheet and a statement of profit and loss, prepared and certified by the bidder's certified public accountant, which reflects financial status for each of the last three (3) corporate fiscal years.
- A bank letter of reference from the bidder's principal financial institution.
- Bidders shall furnish a certificate or letter to the City of Worcester Purchasing Director from an insurance company legally authorized to act within the Commonwealth of Massachusetts indicating that the bidder is insurable to the extent required by these specifications.

Bidders shall be required to submit the following pertinent information at time of contract award:

- Upon award of the contract, the successful bidder must provide the City of Worcester Purchasing Director proof of performance bond from an acceptable surety company for 100% of the annual contract value on the following dates:

Within 30 days of contract execution: for the periods July 1, 2015-June 30, 2016 and July 1, 2016-June 30, 2017.

Thereafter, the contactor shall submit the annual performance bond to the Superintendent of Schools of the Worcester Public Schools.

By July 1, 2016: for the period of July 1, 2017 to June 30, 2018

By July 1, 2017: for the period of July 1, 2018 to June 30, 2019

By July 1, 2018: for the period of July 1, 2019 to June 30, 2020

The Worcester Public Schools reserves the right to investigate the financial responsibility of any or all bidders and surety companies to determine what assurance the Worcester Public Schools may have of subsequent service. It further reserves the right to withhold the award of this contract if the bidder is unable to furnish satisfactory evidence of adequate ability and experience to execute this contract as specified.

Upon award of the contract, the contractor shall deposit with the City of Worcester Purchasing Director, certificates from an insurer to the effect that the insurance policies required in the below Insurance section have been issued to the Contractor. The certificates must be on a form satisfactory to the Worcester Public Schools. Actual policy represented by certificate must be filed with the City of Worcester Purchasing Director within 30 days of signing resulting contract.

The Contractor shall maintain vehicles according to a planned preventative maintenance program. Evidence of such plan, satisfactory to the Worcester Public Schools, shall be presented upon contract award and updated and submitted to the Worcester Public Schools Director of Transportation annually by September 1 thereafter.

#### RULE OF AWARD

The Worcester Public Schools shall award the contract to the lowest responsible and eligible bidder on the basis of competitive bids. The words "lowest responsible and eligible" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work.

A contract shall not be awarded to a bidder if that bidder cannot accommodate all pupils with vehicles currently owned or leased unless the bidder submits proof of ability to obtain sufficient vehicles to perform the contract.

#### INSURANCE

The Contractor agrees at its sole expense to procure and keep in force, during the entire period of the Agreement, public liability and property damage liability insurance protecting the City of Worcester, the Worcester Public Schools and officers thereof, the Contractor, drivers, and other related personnel. The Contractor will have the City of Worcester named as an additional named

insured on the required insurance policies and this will be shown on the certificates of insurance. All certificates of insurance should bear a 30-day written notice of cancellation on their face.

Contractor will supply the Worcester Public Schools with certificates of insurance showing coverage for General Liability written on a comprehensive form, including Contractual Liability, with bodily injury limits of Fifteen Million Dollars (\$15,000,000).

Contractor will supply the Worcester Public Schools certificates of insurance covering Motor Vehicle Liability on all types of owned, hired and non-owned motor vehicles, including garage liability, on a state form with bodily injury liability limits of One Million Dollars (\$1,000,000.00) per person and Fifteen Million Dollars (\$15,000,000.00) per accident and property damage limits of One Million Dollars (\$1,000,000.00) per accident.

The Contractor may obtain these insurance limits either through a single carrier or through a combination of primary carrier and umbrella insurance.

The Contractor shall furnish the School Committee with certificates showing that all employees who shall be connected with this work are protected under Worker's Compensation insurance policies and said policies should bear a thirty (30) day notice of cancellation on their face.

The Contractor agrees to keep in force, at all times during the terms of the contract, a policy or policies of insurance as specified in the General Laws of Massachusetts. All of these policies shall be continuously carried during the term of the contract by the Contractor. The Contractor shall also provide extra-territorial coverage and guest insurance.

The successful bidder shall provide additional copies of these policies with the Superintendent of Schools.

#### DURATION

Contract will be awarded for five school years, beginning on the first day of summer school June 2015 and ending on the last regular school day of June 2020.

#### VEHICLES

No vehicle to be used in fulfilling the terms of this agreement shall be more than 10 years old, or show more than 150,000 miles on its odometer at any time during the life of this contract. However, the average age of the vehicle fleet shall not be greater than six (6) years. When the term "year" is used it is understood that "model year" is intended in defining the age of the bus.

All federal laws, local laws, and laws of the Commonwealth of Massachusetts, and all regulations of the Registry of Motor Vehicles, the Department of Public Safety, the Department of Transportation, the Department of Public Utilities, the Department of Education, where applicable, and ICC regulations relating to the use, maintenance and operation of motor vehicles or school buses shall be and are hereby made a part of this contract. Contractor agrees to comply

with all such laws and regulations as they now exist or as they may be amended or promulgated during the life of this contract.

The Worcester Public Schools does not assume any responsibility for any change in state or federal laws concerning school transportation which may occur during the duration of this contract.

All buses shall be constructed, equipped and maintained in conformance with all applicable laws, regulations, and rules of the Federal Government and Registry of Motor Vehicles. 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 – Precautions for Safety

Section 17 – Speed limit in Operation of School Buses

Buses furnished must comply with the General Laws of the Commonwealth of Massachusetts and the rules and regulations of the Registry of Motor Vehicles relating to the transportation of school children.

All vehicles will comply with Federal School Bus Safety Standards. All vehicles shall provide for safety egress. All vehicles shall have fire-retardant seat materials.

All vehicles shall be kept clean, mechanically safe, and be equipped with working heaters. In all mid-size and wheelchair buses, vehicles must be also equipped with working air conditioners.

All mid-size and wheelchair vehicles, seats must meet spacing requirements as per Federal Motor Vehicle Safety Standard Number 222 regarding compartmentalization and be equipped with simultaneous load color-coded seat belts. The seat covering must be of flame-retardant material.

All mid-size and wheelchair vehicles, as well as twelve (12) of the large buses, used in accordance with this contract must be equipped with an integrated child restraint in each seat to accommodate children up to 50 pounds. The installed seats must be equal to or exceed the specifications of the C.E. White integrated school bus seat or the Collins DuraStraint integrated school bus seat. All restraints must be in good working order. All vehicles are subject to inspection at any time by an authorized representative of the Worcester Public Schools.

All wheelchair lifts must comply with Federal Motor Vehicle Safety Standard Numbers 203 and 204.

All diesel vehicles used in connection with the contract must use electric block heaters or other mechanical means when outside temperatures reach freezing or below.

The Contractor shall keep the vehicles or buses in good working condition and furnish all necessary fuel, oil, grease, tires, maintenance and repairs through the entire period of the contract; and to comply with all applicable motor and equipment laws of the Commonwealth of Massachusetts. The Contractor shall, on request, provide the Worcester Public Schools Director of Transportation with written verification of such compliance.

Each vehicle shall clearly identify the contractor name in letters not less than 2" height. Each vehicle shall clearly identify the WORCESTER PUBLIC SCHOOLS in letters not less than 6" height. These vehicle markings must be done in a size, style, and location approved by the Superintendent of Schools for the Worcester Public Schools.

The Contractor shall ensure that all vehicles are equipped with drop-down tire chains (On-Spot or Insta-Chain) for use when road conditions require their use. All tire chains must be installed on vehicles used in connection with this contract by October 15, 2015.

Each large vehicle shall be marked along each side and the rear perimeter with 3M reflective tape or equivalent, having the same reflective quality as that of the 3M tape. "School Bus" signs on the front and rear of each vehicle shall be of 3M reflective material or equivalent, having the same reflective quality as that of the 3M tape.

All buses shall have a system of mirrors that will give the seated driver a view of the immediate area of the roadway to each side of the bus, and of the area in front of the front bumper. All drivers, in seated position, shall have full view of students boarding and departing from the bus as required by law. All new vehicles used in accordance with this contract shall be equipped with heated exterior mirrors.

Written reports of conditions of buses, as determined at the time of inspection, to be held the first week of January, March, May, August, and November, shall be presented to the Superintendent of Schools or her designee no later than ten (10) working days following the date of each inspection.

All vehicles shall be equipped with a wireless telephone and/or a working two-way radio licensed by the Federal Communication Commission (FCC) to enable the driver to communicate with central dispatching at any time students are being transported. However, in accordance with Massachusetts General Laws, Chapter 90, Section 7b, no person shall operate a moving school bus while using a mobile telephone except in the case of an emergency. For the purpose of this paragraph, an emergency shall mean that the operator of the school bus needs to communicate with another to report any of the following: (a) that the school bus is disabled; (b) that medical attention or assistance is required for a passenger on the bus; (c) that police intervention is necessary for the personal safety of a passenger or to otherwise ensure the safety of the passengers; and (d) the presence of a disabled vehicle or an accident in the roadway. The contractor must supply the Worcester Public Schools with three programmed two-way radios

(portable hand held with charger and extra battery per unit) with all frequencies used in connection with the operation of this contract.

The rear emergency door of each vehicle shall be equipped with an audible device that requires that the driver walk the interior length of the vehicle prior to exiting the vehicle to disengage the audible device. These devices should be equal to or exceed the specifications of those manufactured by "C.R.S."(Child Reminder System) and "Child Check Mate Systems."

All vehicles used in connection with this contract with a 2016 model year or later must be equipped with a factory installed high-visibility seat belt for the bus driver. All other vehicles must be equipped with a high visibility seat belt cover.

The contractor shall provide a detailed description of each vehicle to be used in connection with the contract. The description shall include manufacturer, manufacturer model number, year of manufacture, present mileage, seating capacity, and present condition. The Worcester Public Schools reserves the right to reject any unacceptable vehicle. The contractor must submit annual updated documentation to the Worcester Public Schools Director of Transportation identifying and detailing composition of the fleet to be used as of each of the following dates: a) August 1, 2015 b) August 1, 2016 c) August 1, 2017 d) August 1, 2018 e) August 1, 2019.

No vehicle used as part of this contract may be parked on city streets overnight, during mid-day hours, or on weekends.

The Worcester Public Schools reserves the right to install on any vehicle used by the Contractor in performance with this contract real time video devices, or any other equipment, at any time during the duration of this contract and at its own expense.

#### VIDEO SYSTEM

The Worcester Public Schools use a four (4) camera Pro-Vision Channel Solid State Digital Recording System on its owned and operated school buses. For consistency and compatibility the contract must use this same system and no exceptions will be allowed. The specifications are attached in Appendix B. This digital recording system of four (4) video cameras and a digital recording unit shall be installed, maintained and operational for one-hundred (100%) of the vehicles. The location of the four (4) cameras will be determined by the Worcester Public Schools upon award of the final contract and will be consistently located for all vehicles included in this contract.

All video and data obtained in the mobile digital recording devices will become the sole property of the Worcester Public Schools. Sufficient removable spare SDXC memory cards in conformity to original specifications must be available to replace units that may be turned over to the Worcester Public Schools to ensure full compliance on all vehicles. The original removable SDXC card will be returned to the vendor as soon as practicable.

Cameras and the digital recording unit shall be used only in accordance with the policies and procedures of the Worcester Public Schools and all relevant state and federal regulations

regarding student confidentiality. No video may be viewed prior to being turned over to a representative of the Worcester Public Schools.

The video system shall be supplied, installed and fully operable by August 20, 2015.

#### REAL TIME GLOBAL POSITIONING SYSTEM

All vehicles used in connection with this contract must be equipped with a real time global positioning system (GPS) as included in Appendix C with no exceptions allowed. The contractor shall provide the Worcester Public Schools with full access to this system.

The real time GPS system shall be supplied, installed and fully operable by August 20, 2015.

#### PERSONNEL

The Contractor agrees to assign a representative acceptable to the Worcester Public Schools who shall be available to the School Administration for the purpose of conferences and consultations with a representative from the School Administration relative to bus schedules, bus routes, bus stops, pupil behavior, and other related matters.

Contractor shall permit vehicles required pursuant to this contract to be operated only by trained and competent drivers who hold valid licenses for the operation of school buses in the Commonwealth of Massachusetts. Immediately upon discovery of carelessness and/or incompetence, the driver or drivers shall be replaced. The bidder agrees to require references on drivers as a condition of employment.

No operator who has tested positive for alcohol and/or drug use, and/or has had his/her driver's license suspended or revoked for alcohol or drug related offenses, and/or has been convicted for operating any vehicle while under the influence of alcohol or drugs, at any time while they have possessed a driving license of any type shall be permitted to operate any vehicle under the terms of this contract.

The Contractor agrees to submit written health record reports on physical condition and freedom from tuberculosis of the drivers and monitors; and agrees to list name and the experience of drivers. Such a list to be updated annually and provided to the Director of Transportation.

All drivers and monitors employed by the Contractor pursuant to this contract shall not be younger than 21 and all State Law Age requirements must be met.

Special Education Bus Monitors shall be employed by the Contractor. At least one bus monitor or substitute shall be assigned to each Mid-Size and Wheelchair vehicle for each trip. Assignment of these bus monitors shall be subject to the approval of the Director of Transportation of the Worcester Public Schools as necessary.

Bus monitors and drivers are required to be trained annually in immediate first aid, including but not limited to, CPR, EPI pen administration, and Crisis Prevention Institute (nonviolent

prevention training). The Contractor shall provide acceptable documentation to the Worcester Public School that such annual training was provided.

Head Start bus monitors shall be assigned at the direction of the Superintendent of Schools or assigned designee.

The Contractor will insure that the Worcester Public Schools has a current list of drivers and their addresses at all times.

The Contractor will comply with the Department of Transportation's drug testing program and with M.G.L. C.71 §38R regarding C.O.R.I. (Criminal Offender Record Information). The Contractor will conduct criminal record checks in each state where the Driver has lived since he/she was sixteen (16) years of age, to determine if there have been any felony convictions. If the felony conviction in another state would have disqualified the applicant as a driver in Massachusetts (had the felony conviction been in Massachusetts), the Contractor agrees not to hire this person as a driver to transport students attending the Public Schools. The contractor shall certify and provide sufficient documentation to the Director of Transportation of the Worcester Public Schools that this information was obtained for each driver.

The Contractor must submit a C.O.R.I. REQUEST FORM as provided by the Worcester Public Schools for every bus monitor, licensed operator and substitute operator along with a copy of their license. The Contractor will insure that all drivers will allow the Worcester Public Schools to conduct a C.O.R.I check on their record at least every three years.

All drivers and monitors must complete the Statewide Applicant Fingerprinting Identification Service background check.

All bus drivers and monitors (including substitutes) are required to wear a photo identification issued by the Contractor that is clearly visible at all times while the school bus is in operation. All bus drivers and monitors must also wear safety vests at any time the bus is in operation as part of this contract.

The Contractor shall present and implement an ongoing and viable plan for the selection, training, and supervision of all school bus drivers and monitors. The intent of such plan is to ensure that all drivers (regular and temporary) and bus monitors are highly trained and competent.

The contractor shall operate with an available reserve of not less than five qualified substitute bus drivers to be on site at all times.

Upon the recommendation of the Superintendent or assigned designee, the Contractor agrees to dismiss any driver for violating any of the rules and regulations of the School Committee and/or the General Laws of Massachusetts.

The Superintendent or assigned designee reserves the right to check the credentials of any drivers or monitor, and require replacement if unacceptable.



## SAFETY AND TRAINING

The Contractor shall administer a satisfactory safety program. Said program shall include, but not be limited to regularly scheduled safety meetings for Contractor's personnel. A driver-supervisor shall ride with every driver at least twice per year 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. This program shall be included in a formal, ongoing, in-service driver and monitor training and safety program for all drivers and monitors, including spare drivers/monitors and substitute drivers/monitors in accordance with M.G.L. Ch.71B. A list identifying those drivers who have satisfactorily completed this training is to be furnished to the Worcester Public Schools Director of Transportation annually. A list containing the names of the supervisor, the dates such supervision occurred, and the employees supervised on that date shall be provided to the Director of Transportation twice per year (February 1 and June 15) during the term of this contract.

The Contractor will make available information and instructions needed by drivers for the proper and safe transportation of students.

No Special Education pupil will be dropped at any home other than his/her own without the approval in writing of the Superintendent or assigned designee.

No Special Education pupil will be dropped at a home that shows no evidence of a parent, guardian, or other supervising person. In the event a Special Education student cannot be dropped at home, the Director of Transportation will be notified immediately.

All vehicles shall carry students in accordance with the laws of the Commonwealth governing capacities. However, no vehicle shall carry students in excess of seating capacity.

The Contractor shall take all necessary precautions for the maximum safety of all students and, specifically, he shall agree:

- a. that no one but the driver shall occupy the driver's seat;
- b. that the driver shall not leave the vehicle while the motor is running, and that the bus must not be in gear while the motor is running and the vehicle is stopped;
- c. that the doors of the vehicle must be kept closed while the bus is in motion;
- d. that he will not allow vehicles to be overcrowded;
- e. that there will be no smoking or use of tobacco products by the drivers or monitors at any time while on the school bus or while on any grounds owned or leased by the Worcester Public Schools;

- f. that drivers and monitors will be at all times courteous and exemplary in speech and behavior before said children;
- g. that drivers and monitors will not leave a vehicle unattended when children are in the vehicle;
- h. that drivers and monitors will not take disciplinary action against any child. Cases that warrant such action should be reported at once to the Principal of the school and the Director of Transportation;
- i. that Chapter 90, Section 7-B will be met-- No fueling shall take place while any school vehicle is occupied by passengers;
- j. the speed and method of operation of school vehicles shall always be such as to insure a high degree of safety for the pupils, and shall be in compliance with all state and local laws regarding this aspect;
- k. that Chapter 90, Section 17 will be met --No persons shall operate a vehicle at a rate of speed exceeding posted limits.

The Contractor agrees to make available, at the Contractor's expense, a bus to be brought to each school for use in bus evacuation drills as required by M.G.L. Ch. 90.

#### PUPILS

Only those persons authorized by the Worcester Public Schools shall be allowed to ride in the vehicles. Pupils shall include only those listed on the schedule. The schedule is subject to adjustment and/or modification during the school year.

The Worcester Public Schools shall have the authority to make such changes as are deemed necessary in adjusting times, dates, schedule, and routes or any other matters effecting the specific, individual needs of children.

Students with special needs will be serviced in accordance with the State Department of Education guidelines for Chapter 766 of the acts of 1972 as amended. Students in wheelchairs will not be required to leave their wheelchair to travel safely.

The Worcester Public Schools reserves the right to collaborate with other districts for the transportation of special education students.

Pickup and delivery of Special Needs pupils will be from place of residence or other site as approved by the Worcester Public Schools to the designated school or program site and return as determined by the Worcester Public Schools.

No pupil will be dropped at school prior to arrival of supervisory person(s) and, at no time, will a pupil be dropped at his school earlier than 15 minutes before the opening school time.

## WAGES

Attention of all bidders is directed to the wage rates as determined by the Department of Labor and Workforce Development's Division of Occupational Safety to be paid to School Bus Drivers employed under the provisions of Chapter 71, Section 7A, as amended. This rate constitutes the minimum wage rate, and does not supersede or preempt higher rates that may result from collective bargaining agreements or individual employment contracts.

## FUEL ADJUSTMENT

The Worcester Public Schools shall establish a starting price for fuel of \$3.00 per gallon. The basis of the fuel adjustment computation will be the average daily price (school session days) for fuel paid during each month by the City of Worcester plus state and federal taxes if such state and federal taxes are not required to be paid by the City of Worcester at the time the fuel adjustment computation is made. This shall be the base price for the purpose of determine the fuel adjustment calculation.

The fuel consumption rate standards will be as follows:

1. All Vehicles (Large, Mid-Size, and Wheelchair) 8 miles per gallon

Fuel adjustment calculation applies to regular home-to-school and summer school routes only.

The fuel adjustment shall be calculated semi-annually by the Worcester Public Schools and the contract amount paid to the Contractor will be adjusted accordingly by multiplying the base price times the total route mileage for all vehicles divided by the appropriate fuel consumption standard. For the purpose of this calculation, only "live miles" will be used based upon the routing software of the Worcester Public Schools.

Any fuel adjustment will be invoiced separately.

## PAYMENTS

Payments will be made monthly for Worcester Public School transportation services based upon the Contractor's rendering an invoice weekly. Said invoices shall be emailed to the Worcester Public Schools Director of Transportation and will include:

- a. a summary of daily cost based upon bid price per vehicle type,
- b. an itemized listing of vehicles actually used, indicating vehicle type, schools served,
- c. totals of the number of vehicles of each type actually used each day.

There will be no billing for services on those days when the Contractor is notified by 5:30 AM that school is canceled for the entire day.

The lack of bus monitor coverage will reduce the daily trip cost charge for the specific bus to the Worcester Public Schools by one-half (1/2). The Contractor will provide the Director of Transportation of the Worcester Public Schools upon request with sufficient evidence that coverage was provided on all trips (such as payroll records or day sheets).

## ROUTING

The Worcester Public Schools shall provide the Contractor in a timely fashion with a listing of all bus routes, vehicle assignments, stopping places, and time schedules for each school. The Worcester Public Schools reserves the right to alter any of the aforementioned routes and schedules at any time for any reason, with due notice supplied to the Contractor for implementation of the changes. It will be the responsibility of the Contractor to provide the bus service as specified by the Worcester Public Schools, and to communicate promptly any problems or difficulties encountered in the implementation of the specified bus routes and schedules.

Time schedules and stopping places on all routes developed by the Worcester Public Schools shall be documented on forms. Regular buses shall be run on schedule and shall not be required to wait for pupils. Special Education buses shall run on a schedule and are required to wait a minimum of two (2) minutes in picking up a pupil.

A copy of the specific bus route shall be maintained in an up-to-date condition in each bus for ready reference by the driver.

During the 2014-2015 school year, the Worcester Public Schools are expected to employ the following buses:

- 96 large vehicles
- 31 mid-size vehicles
- 20 wheelchair vehicles

Included in this total, the Head Start program is expected to utilize 6 of the large vehicles during the 2014-2015 school year to transport approximately 250 students.

In addition, charter school transportation has required twenty additional days beyond the regular school year schedule utilizing ten large buses.

Special Education programs has required 13 midsize and 20 wheelchair vehicles for summer school programming consisting for approximately twenty additional days.

The total number of buses used during the duration of this contract is not expected to exceed the following:

- 106 large vehicles
- 40 mid-size vehicles
- 25 wheelchair vehicles

The Head Start schedule may require an estimated 8 buses to run mid-day routes.

Charter school and summer school scheduling is expected to be approximately the same.

The actual number of buses used is subject to change based on the policies of Worcester School Committee, changes to any state or federal regulations regarding student transportation, the number of eligible students, and availability of funding. The Worcester Public Schools reserves the right to add or delete from these numbers of vehicles as the Worcester Public Schools deems is the best interest of the Worcester Public Schools. Additions to the contract will be at the same prices as in the base bid for the appropriate vehicle.

The successful bidder shall be responsible to have all drivers on all routes drive a school bus over their routes not less than once during the week prior to school opening. During these pre-opening runs, the driver shall follow the routes exactly as listed on the routing documents supplied by the Worcester Public Schools to the successful bidder. The drivers shall stop the bus at all listed pickup and discharge points on the route and be thoroughly familiar with the location of streets, stops, schools, etc.

The Contractor shall arrive at the respective schools with the pupils prior to the designated starting time. No pupil will be dropped at school prior to arrival of supervisory person(s) and, at no time, will a pupil be dropped at school earlier than 15 minutes before the opening school time.

The Contractor shall arrive at the designated schools no sooner than 15 minutes prior to school dismissal time for the pupils' return trip home. The Contractor shall comply with the above, except for unusual circumstances beyond the Contractor's control, such as breakdowns, storms, etc. In the event such unusual circumstances should occur, for either AM or PM schedules, the Contractor shall immediately notify the affected school or schools and the Director of Transportation.

#### OTHER

The requirements of the Worcester Public Schools contained herein will supersede any corporate/company policy of the Contractor.

The Contractor shall agree to disclose to the Worcester Public Schools the ownership and management organization proposed for the Worcester Public Schools Bus Contract. Such management and staff organization shall have the approval of the Worcester Public Schools. A representative of the Contractor must be assigned to Worcester, whose duty it is to maintain the terms of this contract. Such representative must be on-site daily.

If for any reason, scheduled vehicles cannot be operated, the Contractor agrees to provide, without additional charges, suitable insured transportation in place thereof. In the event the Contractor is unable or does not furnish all contracted transportation on such day or days, or if it appears unlikely, in the opinion of the Superintendent, that all such transportation can be

provided, then the Worcester Public Schools may hire a bus, buses, or any type of vehicle for such time as is necessary and charge the cost thereof to the Contractor and he shall pay same.

The Contractor agrees that any bus that is 15 minutes late in its scheduled routing of pickup stops and/or arrival time to school will result in having a credit issued for the contract price for that bus on that day. Full credit will be issued for a bus which does not perform its scheduled runs on any given day. A 15 minute deviation from a scheduled run is considered non-performance.

For purpose of this contract, transportation for Regular Education will be required for all pupil session days. Transportation for Special Education will be required for all pupil session days and as required by students' Individual Education Plans (IEP's).

Vehicles shall normally be operated five days a week, excepting holidays, vacations, and emergencies resulting in the closing of schools. The per day rate for buses shall apply to all summer school or extra day service that may be required by the Worcester Public Schools.

The contractor shall have available and keep in reserve at all times five (5) large vehicles, four (4) mid-size vehicles, and two (2) wheelchair vehicles. Such buses shall comply with all provisions of these specifications.

Transportation for early release purposes shall be considered to be included in the base bid pricing, including high school final exam schedule in June. Final exam schedule in June, not to exceed five days, at high schools includes two school-to-home trips per day per bus.

The bidder agrees that on each school day when school is kept for one session or any portion of a day, he will have appropriate transportation ready at the school premises at the time set by the Worcester Public Schools.

The Contractor will follow with the Worcester Public Schools crisis response plan for each school. In the event of an individual school emergency, a minimum of five (5) large buses, a minimum of five (5) mid-size and at least two (2) wheelchair buses will be available within thirty (30) minutes to accomplish the evacuation of students as specified in the individual school crisis response plan.

The Contractor shall report, immediately by phone after its occurrence, to the Superintendent of Schools or assigned designee, any event or circumstance which causes unavoidable delay or in any way interferes with the strict performance of the agreement. A formal written report of such accident, event, or circumstance must be submitted within 24 hours to the Superintendent or assigned designee.

The Contractor shall pay the cost of obtaining alternative contract services to transport students in the event that any routes cannot be served due to the unavailability of drivers or buses.

The contract entered into between the City of Worcester and the successful bidder shall not be assigned nor assignable by way of subcontract or otherwise, unless or until the Worcester Public Schools shall have first assented thereto in writing.

In the event of a negligent failure, for five (5) consecutive days, to transport pupils as herein provided, this contract may be terminated by the Worcester Public Schools, or its legal representatives, by notice in writing, given to the Contractor, or its legal representatives or assignee, of its intention to terminate this contract, and after three (3) days said notice shall constitute termination of this contract and the Worcester Public Schools shall not be liable for any service rendered under this contract for any part of the month when said services ceased or failed to be rendered, according to the terms thereof, and the Contractor shall be liable for all other damages suffered by the Worcester Public Schools as a result of the termination of the contract.

In addition to the right to terminate for the neglect of the contractor referenced above, it is understood that upon ten (10) days' notice the School Committee, in its sole discretion, may terminate the contract, or eliminate any number of vehicles, trips, and/or routes which therefore may have been in effect. Such termination or elimination of vehicles, trips and/or routes shall not result in any cost or liability to the Worcester Public Schools.

In the event that school is canceled for a part of the day, the Contractor, upon one (1) hour's notification, shall be required to provide student transportation.

The Contractor will have installed and maintained, at the Contractor's expense, a direct, two private telephone lines (one for regular education transportation and one for special education transportation), in order to provide immediate and continuous communication between the office of the Contractor's local manager and the Director of Transportation for the Worcester Public Schools. The Contractor will also maintain a second local telephone line for the term of the contract dedicated to receiving complaints or answering the questions of citizens.

The Contractor must be reachable by telephone at all times buses are used in connection with this contract.

The Contractor agrees to indemnify and to hold the City of Worcester, the School Committee, and School Administration harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from neglect, default or omission, or want of proper care, or misconduct including intentional acts and torts on the part of the Contractor or any one of its employees, agents, or servants during the execution of the contract.