

REGIONAL COLLABORATIVE

INVITATION FOR BID

TITLE OF PROJECT

Transportation 2011: Student Transportation

AWARDING AUTHORITIES:

Abington Public Schools
171 Adams Street
Abington, MA 02351

Whitman-Hanson Regional School District
600 Franklin Street
Whitman, MA 02382

SCHEDULE OF DATES

Advertisement for Bid:

Wednesday January 19, 2011

Specifications available:

Wednesday January 19, 2011

Online @ www.whrsd.org

Central Administrative Offices
Whitman-Hanson Regional Schools
610 Franklin Street
Whitman, MA 02382

Abington Public Schools
171 Adams Street
Abington, MA 02351

Pre Bid meeting

February 2, 2011 @ 1:00 PM

Central Administrative Offices- Room 200
Whitman-Hanson Regional Schools
610 Franklin Street
Whitman, MA 02382

Bid Opening:

Wednesday February 16, 2011 @ 2:00pm

Central Administrative Offices- Room 200
Whitman-Hanson Regional Schools
610 Franklin Street
Whitman, MA 02382

REGIONAL COLLABORATIVE INVITATION FOR BID

Transportation 2011: Student Transportation

SUBMITTAL CHECKLIST:

Bidders are encouraged to use this checklist to confirm submission of all required documents. Please provide (3) printed copies of all materials, one set with original signatures. Please provide (2) copies in electronic PDF format.

- ___ **Submittal Form 1: Price Schedule**
- ___ **Submittal Form 2: Additional Response Information**
 - ___ **Fuel Price**
 - ___ **Garaging Plans**
 - ___ **OPTION #1- Bus Video System (Section 7.9)**
 - ___ **OPTION #2- Leased Bus (Section 7.10)**
 - ___ **Non Collusion Agreement**
- ___ **Submittal 3: Proposed Fleet Description**
- ___ **Submittal 4: Current Contract References**
- ___ **Submittal 5: Labor Relations/Collective Bargaining Agreements**
- ___ **Bid Bond / Check (5% of total calculated bid contract price)**
- ___ **Copy of Preventative Maintenance Programs**
- ___ **Resumes/Names of Key Personnel**
- ___ **Pending Litigation**
- ___ **Financial Statements**
- ___ **State Document- W9**
- ___ **State Document- Authorized Signature**

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CONTRACTUAL REQUIREMENTS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
 1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has is familiar with the local conditions under which the service has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the Regional Collaborative of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Documents shall make a written request to

Regional Collaborative - Transportation Bid
Whitman-Hanson Regional School District
610 Franklin St, Whitman MA 02382.

E-Mail: Craig.Finley@whrsd.org Fax: 781-618-7087
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The Regional Collaborative will not be held accountable for any oral instruction.
- 2.4 Addenda will be e-mailed or faxed to every individual or firm on record as having taken a set of Contract Documents. Additionally a copy of addenda will be posted on-line at www.whrsd.org.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.whrsd.org
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening.

Sharon M. Andrew
Director of Business Services
Whitman-Hanson Regional School District
610 Franklin St, Whitman MA 02382.

E-Mail: Sharon.Andrew@whrsd.org Fax: 781-618-7099

Bidders must provide with their company's name, street address, city, state, zip, phone, fax and bid # "Transportation 2011"

ARTICLE 3 - MBE PARTICIPATION

- 3.1 The Abington Public Schools and Whitman-Hanson Regional School District hereby notifies all bidders that minority business enterprises will be afforded full opportunity to submit bids in response to this Advertisement to Bid and will not be discriminated against on the grounds of race, color or national origin in consideration for award. As part of this obligation of the remedial action under the foregoing section, the Bidder shall maintain on this project a not less than 5% ratio of minority employee man-hours in each job and those classes of work enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Bid Submittal Forms" as appropriate, furnished by the Regional Collaborative in this packet.

4.2 All entries on the Bid Submittal Forms shall be made by typewriter or in ink.

4.3 Where so indicated on the Bid Submittal Forms, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.4 Bid Bonds/Deposits shall be submitted in the amount specified in the Bids documents. They shall be made payable to the "**Whitman-Hanson Regional School District**" and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- * GENERAL BID FOR:
- * NAME OF PROJECT AND INVITATION NUMBER
- * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.

4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

4.8 Bids shall be submitted in a sealed package with one original, two printed copies, and one PDF electronic file of all submittal requirements.

ARTICLE 5 - ALTERNATES

5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.

5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

7.1 The Regional Collaborative members will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

7.2 The Regional Collaborative members reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

- 7.4 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Regional Collaborative members in the form included in the Contract Documents in such number of counterparts as the City may require.

ARTICLE 8 - REFERENCE TO GENERAL LAWS

- 8.1 The contract shall contain all provisions required by Section 39M through 39R of Chapter 30 as amended of the General Laws of the Commonwealth of Massachusetts.

ARTICLE 9 - TAXES/PERMITS AND LICENSES

- 9.1 The Massachusetts Sales Tax does not apply to materials purchased for contract within the United States, the Commonwealth of Massachusetts, or any political subdivision thereof, of their respective agencies.
- 9.2 The Bidder, at his sole cost, shall obtain all necessary authorizations, including permits, licenses, and easements, for permanent structures and changes, give all necessary notices, pay all legal fees and comply with all regulations of all authorities having jurisdiction, including state, county and city building and sanitary laws, rules, ordinances or regulations relating to the building or preservation of public health. The Bidder shall pay all inspection fees and costs imposed by the above.
- 9.3 Licenses obtained must be copied and provided to the Regional Collaborative Member Offices

END OF SECTION

IFB REQUIREMENTS

1.0 General Provisions

- 1.1 Description of Service: The Town of Abington, MA and Whitman-Hanson Regional School District ("Regional Collaborative"), seeks bids for regular daily school bus transportation including field trips and athletic events. For ease of reading, the terms "Contractor" and "Contract" shall be construed to include the plural ("Contractors" and "Contracts"), where applicable.

The Regional Collaborative presently uses forty-five (45) buses for transportation. The Regional Collaborative Transportation liaisons that oversee transportation services, will determine 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. In addition, the Town of Abington has one "leased bus" provided and maintained by the contractor, but driven by a town employee.

The Regional Collaborative reserves the right to increase or decrease the actual number of buses that will be used for these services as circumstances may require. The Regional Collaborative makes no representations or guarantees as to the number of buses that will be required throughout the contract term.

Field Service Representative: The Contractor must provide a Field Service Representative for this contract who will be on call while any bus is in service under the Contract (see Section 9.4).

Facilities: The Contractor must maintain a dispatch office, telephone answering service, and two-way communications system sufficient to maintain contact between the dispatcher, drivers and buses at all times while buses are in service (see Section 9.1). The Contractor shall be required to install a phone line/cellular phone in the dispatch office to be used exclusively for the Regional Collaborative (see Section 9.3). The successful bidder shall, within thirty (30) days of the contract award, provide the Regional Collaborative with the address of the dispatch office.

The Contractor's bus storage yard must be located in Abington, Hanson, Whitman or in a city or town contiguous, i.e., in close proximity (see Section 8.6). In addition, the Contractor must have access to sufficient garage/maintenance facilities and full-time mechanics to ensure timely repairs so as not to disrupt transportation services (See Section 8.5). The successful bidder shall, within thirty (30) days of the contract award, provide the City with the address(es) of the bus storage yard and garage along with proof of the lease(s).

- 1.2 Contract Term: The initial Contract term shall be for a period of three (3) years, commencing on July 1, 2011 through June 30, 2014, subject to annual appropriation. The Regional Collaborative members shall have the sole option to renew the Contract for two additional one (1) year terms, from July 1, 2014 to June 30, 2016, subject to annual appropriation. The Regional Collaborative shall notify the Contractor in writing no less than thirty (30) days prior to the expiration of the initial contract term (May 31, 2014) as to whether the Contract will be extended (see Section 1.3).
- 1.3 Availability of Funding: The continuation of school bus transportation services each year shall be subject to appropriation of funds by the Regional Collaborative members individual awarding authorities and the availability of funding from the Commonwealth of Massachusetts. The Regional Collaborative expressly reserves the right to terminate this Agreement upon thirty (30) days prior written notice to the Contractor in the event sufficient funds are not available in subsequent fiscal years.
- 1.4 The Contractor's duties and obligations under the contract shall not be assigned or subcontracted to another party without the prior written consent of the Regional Collaborative. The contract shall be binding on the heirs, personal, representatives, successors and assignees of the Contractor.

- 1.5 In the event that the Contractor undergoes dissolution, termination of existence, insolvency, appointment of a receiver of any property of, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency law by or against the Contractor or any guarantor of the Contractor, the Regional Collaborative shall have the right to declare the contract terminated and to pursue any remedies provided by the contract or at law or in equity.
- 1.6 Failure of the Regional Collaborative to pursue its remedies at the time of commission of a breach of contract by the Contractor will not act as a waiver of the Regional Collaborative's right to pursue said remedies at a later time.
- 1.7 The Regional Collaborative 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
- 1.8 Fuel Adjustment: The following procedure shall apply whenever the contractor shall request from the District an increase in the cost of fuel to operate the school buses, and whenever the Regional Collaborative Member shall be credited if there is a decrease in the cost of fuel.

1.8.1 The base price of diesel fuel and gasoline at the time of the bid shall be **\$2.73** per gallon for low sulfur diesel fuel as determined by the **Journal of Commerce reseller tank price for Boston as of January 14, 2011.**

This clause will apply only when the base price increases or decreases more than 10%. Price change will be determined on the first business day of each month using the above referenced index and once determined shall remain fixed for the entire month. Compensative charges or credits will be based only on the cost of fuel in excess of the +/- 10% limit.

1.8.2 For the calculation of this clause the following factors have been determined:

- (1) Average miles per gallon diesel bus = 8
 - (2) The Contractor must submit a copy of the posting from the Journal of Commerce for the first business day of the month being billed. No payments will be processed without said documentation.
 - (3) Total Miles driven must be submitted.
- (See also "invoicing", Section 11.6)

- 1.9 Bonds: The Contractor shall provide both a Performance and Labor and Materials Payment bond, each in the sum of twenty percent (20%) of the total contract price (3 years), and in a form acceptable to the Regional Collaborative. The bonds shall be provided within thirty (30) days of the bid award.
- 1.10 Indemnification: The Contractor acknowledges and agrees that it will be responsible as an independent contractor for all operating under this Contract and for all the acts of its employees and agents thereunder, and agrees that it will hold harmless, indemnify, and defend the Town of Abington/Abington Public Schools, Whitman/Hanson Regional School District, Town of Whitman and Town of Hanson 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.
- 1.11 Insurance: The Contractor, unless licensed under Massachusetts General Law c.159A and having complied with Section 6 thereof, must provide a motor vehicle liability policy or bond, both as defined in M.G.L. c.90, Section 34A, which provides for property damage insurance in the amount of no less than one million dollars (\$1,000,000) for each vehicle used in this transportation, and which provides for indemnity, protection or security on account of injury or death in the amounts as stated below.

- 1.11.1 No less than five million dollars (\$5,000,000) on account of injury and death of one person, and no less than ten million dollars (\$10,000,000) combined single limit insurance or bond shall also include extraterritorial coverage.
 - 1.11.2 In addition, the Contractor must provide: No less than one million dollars (\$1,000,000) on account of “personal injury and advertising injury.” This coverage should include an endorsement for “abuse and molestation”, including coverage for negligence arising from the employment, training, supervision, investigation and reporting in regard to incidents of abuse and molestation.
 - 1.11.3 A Certificate of Insurance naming each member of the Regional Collaborative as an 'additional insured' must be filed with each member within thirty (30) days of the contract award. No vehicle shall be used by the Contractor for this transportation unless insured and inspected as herein provided, and the termination of such policy during the term of the contract shall be a breach thereof and the Regional Collaborative shall forthwith terminate the contract. A Certificate of Insurance showing renewal of the policy must be filed annually on or before the renewal date with the each collaborative member at the address provided on each contract documents.
- 1.12 The Contractor shall comply with all Ordinances of the Regional Collaborative members, General laws and Regulations of the Commonwealth of Massachusetts, Federal Laws and Regulations authorized by law, applicable to the provisions of such contract, and shall be thoroughly familiar with same. The Contractor shall procure all applicable permits, licenses, and approval(s) necessary for the performance of services under this contract at the Contractor's expense.

2.0 Bid Requirements and Award

- 2.1 Each bidder shall provide a bid surety bond as follows: Regional Collaborative (Town of Abington / Whitman-Hanson Regional School District) – **5% of total calculated bid amount**
- 2.2 Bids shall be submitted in the manner provided in the bid form. Bids shall be submitted for the entire time of performance in the manner stated herein and as indicated on the bid form.
- 2.3 Calculation of Lowest Bidder: The Regional Collaborative will determine the lowest overall contract price for the entire time of original contract performance, three (3) years. See Submittal #1- Price Sheet, sections 2.3.1 through 2.3.4, below, for method of calculating the Total Estimated Contract Price for each of the contract.
 - 2.3.1 Bus-Per-Day Rate: Bidders will multiply the Bus-Per-Day rate for each year (Year 1, Year 2, and Year 3) by the estimated number of buses in order to determine the Estimated Annual Price for each year of the contract. The Estimated Annual Bus-Per-Day Price for each year will be added together in order to determine the Subtotal estimated three (3) year price for Bus-Per-Day service.
 - 2.3.2 Field Trips and Athletic Events: Bidders will multiply the Flat Rate for each year (Year 1, Year 2, and Year 3) by the estimated annual number of trips in order to determine the Estimated Annual Price for Field Trip and Athletic Events for each year. Please reference appendix for approximate number of trips.
 - 2.3.3 Total Estimated Contract Price: The Total Estimated Contract Price will be determined for each contract by adding the three (3) year Subtotal of the Bus Per-Day Service, and the three (3) year Subtotal of the Field Trip and Athletic Event Service.

3.0 Bid Submission Requirements

- 3.1 Qualification of Bidders: Bids may be submitted by companies, partnerships and corporations currently providing bus transportation services. Bidders must have a minimum of five (5) years' experience in providing school bus transportation services of similar fleet size and scope to the contract for which the bid is submitted.

Bidders must submit a company history including year founded, headquarters, organization and management, total number of drivers, driver benefits, total number of company owned buses, mechanical repair facilities, fuel facilities and driver training and safety programs

- 3.2 References: Bidders must submit a list of all public school departments for which the bidder performed transportation services within the five (5) years preceding the date of the bid including the names and telephone numbers of contact persons, years the contract was in effect, number of buses and bus yard address for each contract and the bid rates for current contracts only. Bidders 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 business or, if in litigation, bidders must provide a summary of the nature of the litigation, the court of jurisdiction, case name and number(s) and other identifying information necessary in order to obtain access to court documents. Please reference submittal form 4 for contract references.
- 3.3 Financial Statement: Bidders must submit a financial statement for their last fiscal year of business attested to by a CPA that the financial statement is true and accurate to the best of his/her knowledge. The information will be considered 'Confidential', not for public view. The Regional Collaborative reserves the right to obtain additional financial information if needed.
- 3.4 Accident Records: Bidders must submit a list of all accidents for the five (5) years preceding the date of this bid. The list shall be prepared by the bidder's insurance carrier on their letterhead. Information shall include dates of accidents, bodily injuries, property damages, preventive or non-preventive, and payouts.
- 3.5 Bus inspection Reports: Bidders must submit the most recent bus inspection reports by the Massachusetts Department of Telecommunications and Energy (or equal Government authority) from an operation the size of this bid.
- 3.6 Bus acquisition: Bidders must submit a letter from the bus manufacturer's representative verifying the availability, specifications and financing for the buses to be used under the Contract. See Section 7.0 School Bus Specifications.

4.0 Scope of School Bus Transportation Services

- 4.1 The Contractor shall provide school bus transportation services for the Regional Collaborative members commencing July 1, 2011 as below. The Regional Collaborative Transportation staff members shall work closely with the contractors staff to determine the actual number of buses required for daily transportation to and from schools and such determination shall govern as to the actual number of buses to be charged against the daily rate (see also Section 5.2).

The Regional Collaborative makes no representations or guarantees as to the number of buses that will be required over the lifetime of the contract. The following is a description of current transportation services:

- 4.1.1 To and from schools within Abington, MA: Abington Public Schools presently has 2 elementary, 1 middle, and 1 high school. An additional stop is made at one Private School (St. Bridget's.) Students are transported daily utilizing nine (9) 71-passenger buses, and one (1) 84 passenger bus. See Appendix A for current routes.
- To and from schools within Whitman-Hanson Regional School District, MA. Whitman-Hanson presently has 4 elementary, 2 middle schools and 1 high school. Students are transported utilizing (35) 71 passenger busses. See Appendix B for current routes.
- 4.1.2 Athletic events (games, tournaments and practices) for Regional Collaborative member schools. See Appendix C.
- 4.1.3 Field trips for Regional Collaborative member schools.

- 4.2 Regional Collaborative members shall have priority use of the bus fleet to meet all the transportation requirements set forth in these specifications. When not being used by Regional Collaborative members, the Contractor may use the bus fleet at its own discretion.
- 4.3 Regional Collaborative programs such as Special Education, Community Education and Summer School, as well as other Regional Collaborative departments, reserve the right to use the Contract at its own discretion.

5.0 Transportation To and From Schools

- 5.1 Definitions: For the purpose of these Specifications, the following terms shall have the meanings ascribed to them below:

- 5.1.1 Bar Charts: A graph indicating Operation Time by route and which indicates the assignment of specific routes to specific vehicles (see Appendices A and B). Regional Collaborative members expressly reserve the right to assign specific routes to specific vehicles in order to reduce Operation Time and Overtime.

Regional Collaborative members shall not be liable for payment of Operation Time and/or Overtime in a manner which is different from the organization devised by the Regional Collaborative members. See also, Section 5.2.

- 5.1.2 Bus-Per-Day Service: Bus-Per-Day Service shall be defined as Operation Time, as hereinafter defined, of the scheduled pickup and drop off of students at Regional Collaborative member schools.

- 5.1.3 Head Counts: Daily documentation may be requested for each route completed by each bus driver indicating the total number of students that boarded or exited the bus at each scheduled stop which shall be recorded on forms prepared by the Regional Collaborative members. All services within the applicable Bus-Per-Day Service as defined in Section 5.1.2, including kindergarten and late busses, shall be paid at the Bus-Per-Day Rate as specified in the Contractor's bid.

- 5.1.5 Operation Time: Continuous live mileage time from the pick-up of the first monitor or student at the first scheduled stop until the last scheduled drop-off of the last monitor or student for a particular route. Operation Time shall be determined by the amount of time required to complete all scheduled pick-ups and drop-offs as determined by Route Schedules and Bar Charts prepared by Regional Collaborative member towns.

Operation Time shall be totaled separately for mornings and afternoons. Operation Time for afternoon routes shall begin as of the time the bus is scheduled to be at the school in order to pick up students. Time between routes ("interval time") shall **NOT** be included in the calculation of Operation Time or Bus-Per-Day Service. Travel time to and from the bus terminal/depot is **NOT** included in the calculation of Operation Time or Bus-Per-Day Service.

- 5.1.6 Route Schedules: Regional Collaborative members expressly reserves the right to assign particular routes to particular vehicles. Regional Collaborative members shall not be liable for payment of overtime which results from the Contractor's decision to organize routes and/or vehicles in a manner which is different from the organization devised by Regional Collaborative transportation staff or administration.

Bus schedules prepared by Regional Collaborative members which indicate, at a minimum, the time the bus is scheduled to make the first monitor or student pick-up and last monitor or student drop off (route start and end times), and the location of each stop on the route. Route Schedules may also include the precise time each stop is scheduled and the names of passengers assigned by bus stop. Afternoon schedules shall commence as of the time that the bus is scheduled to be at the school in order to pick up students as stated in the Route Schedules.

Regional Collaborative members expressly reserve the right to assign particular routes to particular vehicles in order to reduce Operation Time and mileage. Regional Collaborative members shall not be liable for payment

which results from the Contractor's decision to organize route and/or vehicles in a manner which is different from the organization devised by the Regional Collaborative member staff

- 5.1.8 Time Checks: Documentation by route completed by each bus driver indicating the time that the bus commenced the route, arrived at each scheduled stop and completed the route, shall be recorded on forms supplied by Regional Collaborative members (see Appendices A and B for format, and see also Sections 5.3.1, 9.2, and 10.10).
- 5.2 Daily Transportation: The Contractor shall be required to work with a representative from the Regional Collaborative members transportation offices concerning all matters involving the transportation for routes that are solely within the scope of this contract. The Contractor shall be required to use the bus fleet in the most efficient manner. (See also Section 6.0 in regard to Field Trips and Athletic Events.)
- Regional Collaborative members reserve the right to calculate and pay sums due based upon the most efficient organization of transportation as indicated by the Bar Charts.
- 5.2.1 Number of Buses Required, Increases, Decreases: At the commencement of the contract, it is estimated that forty five (45) buses will be required for Regional Collaborative members transportation and one (1) leased bus will be required for the Town of Abington.
- The number of buses for each fleet may increase up to twenty-five per cent (25%) or decrease by twenty-five percent (25%) during the initial three (3) years of the contract at the request of Regional Collaborative members without adjustment in the Bus-Per-Day Rate.
- Buses added to the fleet must meet all existing specifications including the vehicle age, and safety features. The Contractor shall be given a maximum of forty-five (45) calendar days after written notice is received in which to procure additional buses.
- Regional Collaborative members shall give the Contractor a minimum of thirty (30) calendar days prior written notice before removing a bus from the fleet. (Notice shall be deemed received within three (3) business days of mailing.)
- 5.2.2 Emergency Backup Buses: The Contractor shall have sufficient backup buses (1:10 minimum) and drivers available at all times of scheduled operation. A backup bus is to be used to replace a bus which is out of service for maintenance, repair or inspection, or to replace a bus that breaks down while in service. The backup buses must meet all existing specifications including the vehicle age, safety features and must be comparably equipped. Any bus used to replace a bus which breaks down in service must be able to reach the point of breakdown within twenty (15) minutes for in-Regional Collaborative routes and within a reasonable amount of time as determined by Regional Collaborative members for athletic events and field trips. There shall be no additional charge for the use of any backup bus.
- 5.3 Bus Schedules: Regional Collaborative members, working with the contractors staff shall prepare Bus Schedules. The Bus Schedules shall be designed so that most, if not all, required transportation can be completed within the applicable Bus-Per-Day Service as defined in Section 5.1.2. Regional Collaborative members reserves the right to request that the Contractor provide a description of any route geography used by the Contractor to cover the Bus Schedules, including the names of all streets and the direction of travel over the same, in order to determine if the route is efficient.
- 5.3.1 Revisions: Bus schedules may be revised only by Regional Collaborative members and only in accordance with the following procedure. In the event that the Contractor determines that a route cannot be completed within the time specified in the Bus Schedule, then the Contractor shall prepare and submit at least two (2) weeks of accurate daily Head Counts and Time Checks concerning any such route. The member town/district shall have the right to revise the Bus Schedule in accordance with the Head Counts and Time Checks by adding such time as is needed to complete the Route or to eliminate stops in order to reduce the amount of time required to complete the route. Adjustments to bus routes and schedules shall commence as of the date that a revised bus route and schedule is issued by the Regional Collaborative member, and they shall use its best efforts to issue a revised bus

route within five (5) business days of receipt of all required Head Counts and Time Checks.

- 5.3.2 Disputes: In the event that the Regional Collaborative member decides not to revise a Bus Schedule after completing the process outlined in subparagraph 5.3.1, then the Contractor shall have the right to request that Regional Collaborative member and the Contractor observe and/or ride the route in question on a mutually convenient date. Observation and/or riding shall take place during the normally scheduled time as established by the Bus Schedule.

Regional Collaborative members shall have the right to require that any route be observed and/or ridden at least two (2) times in order to assess fluctuations in traffic, etc. and to base the revised route schedule on the average time it took to complete the route when observed and/or ridden. Adjustments to Bus Schedules shall commence as of the date that a revised Bus Schedule is issued.

Regional Collaborative members shall use their best efforts to issue a revised Bus Schedule within five (5) business days of the last scheduled observation and/or riding of a particular route.

5.4 Special Schedules, Delayed Openings and Emergency Releases

- 5.4.1 Special Schedules: Regular Bus Schedules shall be waived for special occasions including, but not limited to the first day of school, MCAS testing, graduation, step-up days, finals and professional development days (see Appendix D). The Contractor is expected to make arrangements with Regional Collaborative members at least two weeks prior to the early release, and to perform as efficiently as possible under the circumstances. The Contractor shall try to accommodate any informal early releases provided that regularly scheduled service is not affected thereby, and provided that there are no additional charges. The members school committee and/or Superintendent reserves the right to change the school calendars and daily schedules, and adjust transportation needs accordingly.

- 5.4.2 Delayed Openings and Emergency Releases: In the event of delayed openings and emergency releases due to inclement weather, power outages, building conditions, etc., the Dispatcher shall immediately contact drivers in order to implement revised transportation schedules in cooperation with the Regional Collaborative member transportation and administration offices. The standard bus-per-day rate shall apply for all delayed openings and emergencies.

5.5 Late Arrivals, No-Shows, Unauthorized Stops

- 5.5.1 Late Arrivals: Each instance that a bus arrives at school (morning or afternoons) after the scheduled time shall be considered a late arrival, and each instance that a bus arrives ten (10) or more minutes after the time of any scheduled route destination shall be considered a late arrival.

The Contractor shall be responsible for notifying the Regional Collaborative member of any schedule delays and late arrivals immediately upon occurrence. A bus will not be charged with a late arrival if the Regional Collaborative member determines, upon receipt of a written report from the Contractor within twenty-four (24) hours, that the lateness is due to problems beyond the Contractor's control. If the Contractor fails to provide such notice by the next school day, the Contractor shall automatically be charged with the late arrival.

A single bus vehicle shall not be charged with more than one (1) late arrival per morning or afternoon. Regional Collaborative members reserve the right to deduct from the payments due to the Contractor up to one-half the bus-per-day charge of each bus that is late in each instance where the Contractor fails to explain such lateness or where the Regional Collaborative member determines that such lateness is due to the fault of the Contractor. Lateness due to the fault of the Contractor shall include, but not be limited to, lateness that results from mechanical problems, an insufficient number of drivers and/or buses, and drivers who are not familiar with route schedules.

5.5.2 No-Shows: Regional Collaborative members reserve the right to deduct from sums due or that become due to the Contractor the full bus-per-day rate of any vehicle that fails to arrive at its scheduled destination and one-half the bus-per-day rate of each route impacted by the no-show.

- 5.5.3 Unauthorized Stops: Regional Collaborative members reserve the right to deduct from sums due or that become due to the Contractor one-half the bus-per-day rate for each vehicle for each instance, morning and/or afternoon, in which a vehicle makes a stop at a location other than a location authorized and approved by the Regional Collaborative member and/or provided on the office route stop list provided to the contractor by the Regional Collaborative member.
- 5.6 Emergency Transportation: In the event that the Contractor is temporarily unable to furnish transportation as scheduled or in emergencies, the Regional Collaborative member reserves the right to hire emergency substitute buses for such time as deemed necessary. The Regional Collaborative member shall deduct from the Contractor's invoices any costs incurred in connection with obtaining such emergency services. If the Contractor is unable to provide transportation for more than ten (10) days, such failure to provide transportation shall constitute a breach of the Contract and Regional Collaborative shall have the right to terminate the Contract upon written notice to the Contractor.
- 5.7 School Cancellations: There shall be no charges for days when service is not provided for any reason, including, but not limited to closings for school vacations, holidays or cancellations due to states of emergencies, e.g., inclement weather, power outages, building conditions, etc. The Regional Collaborative member shall notify the Contractor immediately of any cancellation. The Contractor shall have an answering service and/or paging system for receipt of cancellation notices when the Dispatch Office is closed, and is also expected to monitor the public radio/television/internet for "no school" announcements and weather conditions.
- 5.8 Evacuation Drills: All shall participate in emergency bus evacuation drills on location at each school in accordance with current State and Federal laws. Drills shall be scheduled through each member transportation department or school in consultation with the Contractor. The Contractor shall provide buses and drivers at no cost to the Regional Collaborative members for the evacuation drills. The Field Service Representative shall be available upon request during each required evacuation drill (see Section 9.3.5).
- 5.9 Kindergarten Routes: All services within the applicable Bus-Per-Day Service as defined in Section 5.1.2 including kindergarten shall be paid at the Bus-Per-Day Rate as specified in the Contractor's bid. Presently, kindergarten routes are every day. If a parent or guardian is not at the bus stop to meet the kindergartner, the driver shall radio the dispatcher and keep the child on the bus. The dispatcher shall note the child's name and direct the bus driver to proceed on the route. The dispatcher shall call the school and Regional Collaborative member transportation office immediately. After the last bus stop on the kindergarten route, the driver shall return the student to the origination school. The dispatcher shall call the school so that someone can meet the bus and student.

6.0 Field Trips and Athletic Events

- 6.1 The Contractor is responsible for scheduling buses and for having sufficient numbers of buses and drivers available for all field trips and athletic events. Field trips and athletic events shall not interfere in any way with regular transportation. The fact that a bus is detained at a field trip or athletic event shall not result in a bus being unavailable for regularly scheduled school transportation, even if the bus is detained at the request of a representative of the Regional Collaborative member, or through no fault of the Contractor. The Contractor shall have a sufficient number of buses for seasonal fluctuations, make-up dates, athletic tournaments and special events. The Regional Collaborative makes no guarantees as to the number of field trips or athletic events. The Contractor shall make every effort to utilize the bus fleet to Regional Collaborative's benefit and advantage.
- 6.2 Field trips and athletic events will be based on fixed rates and hourly rates. Quoted rates shall also apply to weekends, school vacations and evenings. Hours shall begin when the bus arrives as scheduled to pick up the passengers and ends when the bus returns as scheduled to drop off the passengers. The time shall be based on fifteen (15) minute intervals with no charge for intervals of less than fifteen (15) minutes. The Contractor is expected to wait if passengers fail to appear at the scheduled departure times on field trips and athletic events, and shall be reimbursed accordingly.
- 6.3 In the event that the Contractor fails on its part to provide service as scheduled because of driver errors, mechanical problems, etc., resulting in cancellation of a trip, lateness or forfeiture of an event, all transportation charges for such

a field trip or athletic event shall be waived. In addition, the Contractor shall pay any costs incurred in connection with such a trip or event including, but not limited to, substitute transportation, admissions and referees fees. A representative of the Regional Collaborative member transportation office shall act as arbitrator with respect to any issues regarding field trips and athletic events.

6.4 Reservations:

6.4.1 Reservations for field trips and athletic events are the responsibility of the individual schools and athletic directors. Schools shall call the Contractor at least two (2) weeks in advance to reserve buses. (The two week advance notice is waived for athletic make-up dates and tournaments.) The Contractor is obligated to cost estimate the trip and follow-up with a written quotation and itinerary. A Purchase Order or official confirmation from the Regional Collaborative member shall follow the telephone reservation.

Routing for field trips and athletic events is the responsibility of the Contractor. Before leaving the bus yard, the Dispatcher must ensure that drivers have two way radio/cell phones, maps and directions (internet generated preferred), petty cash and a transponder for toll roads.

6.4.2 Regional Collaborative members reserve the right to schedule multiple pick-ups and drop-offs between members and other school districts for field trips and athletic events. The Regional Collaborative reserves the right to require the Contractor to transport non-regional collaborative member passengers under the direction of member school officials, and under the same terms and conditions as regular field trips and athletic events.

6.5 Cancellations: In cases of school cancellations due to inclement weather or emergencies, school field trips and athletic events are assumed canceled unless the Contractor is notified to the contrary by the school at least two (2) hours prior to the scheduled departure. Failure on the part of a school to notify the Contractor of a field trip or athletic event cancellation shall be subject to a pull-out charge of no more than seventy-five dollars (\$75.00).

6.6 Trip Summary Form: The driver of a field trip or athletic event bus must hand the teacher, chaperone or coach a "Field Trip/Athletic Trip Summary Form" with her/his name, bus number, and total trip mileage. This form must be provided at the end of the field trip/athletic event.

6.7 In all cases tolls, parking fees, and bus expenses will be paid by the contractor.

7.0 School Bus Specifications

7.1 All buses used for the start of service pursuant to this contract may not be older than 5 years of age during start of the contract, and no more than 7 years old throughout each subsequent year of the contract. Vehicles must be owned and/or leased and operated by the contractor.

7.1.1 The majority of the vehicles shall be a minimum of seventy-one (71) passenger Type "D" forward engine school transit buses that comply with all applicable Federal and Commonwealth of Massachusetts' regulations.

7.1.2 At least 10% of the total number of contracted busses must be a minimum of eighty four (84) passengers, forward engine school transit busses.

7.1.3 The bus design must be able to safely negotiate Regional Collaborative member traffic and streets. The Contractor shall submit to the Regional Collaborative member Transportation Offices no later than August 15 of each year of the contract, a complete list of all buses to be used under the contract, including serial numbers, vehicle identification numbers, year of manufacture, manufacturer's name, model, mileage and registration plate number. The foregoing information on the bus fleet shall be kept up-to-date at all times.

7.2 All buses shall be equipped with the bus manufacturer's installed seats at least twenty-eight (28) inches high (commonly referred to as "New York" seats.) Furthermore, all buses must be equipped with heated mirrors; crossing arms with automatic resetting interrupt switches; internal and external public address systems; full length acoustic headlining,

three (3) push out windows per side; diamond 3M grade reflective markings front, rear and sides; rear traction tires; shoulder pads; intermittent wipers; stop arms with high intensity 3M grade reflective markings; rear and mid bus heaters; outward opening doors with CT override; hoods over warning lights; and child checkmate system or equivalent.

- 7.3 Air brake systems must include air dryers to eliminate any condensation problems.
- 7.4 At least four (4) buses shall be available with under floor storage compartments for field trips and athletic events.
- 7.5 All buses shall display bus identification markings on the front bumper, side and rear which identify the specific bus/route # as defined by the Regional Collaborative member so that students/parents and school officials can easily identify buses from the bus stop or school loading/unloading zone. Temporary bus numbers should be placed on spare busses being used for maintenance of regular route vehicle. Buses not properly identified with route identification markings are subject to a \$25.00 per day penalty charge.
- 7.6 All buses shall display in 5" or greater letters the name of the Regional Collaborative member name ("ABINGTON" or "WHITMAN-HANSON") on the left and right side of the vehicle. Additionally, any markings as required under Commonwealth of Massachusetts and Federal regulations require must be displayed.
- 7.7 All buses shall be equipped with two way mounted radios and/or private channel cellular phone communication systems. The communications system shall transmit on an exclusive channel, and the Contractor shall insure full communication coverage between the dispatch office and all buses operating within the scope of the service area. Use of the communications system pursuant to this contract must comply with all applicable Federal and Commonwealth of Massachusetts regulations. Regional Collaborative members must approve the proposed devices, and each member town shall be provided, a unit for monitoring and emergency contact purposes. The Regional Collaborative members each reserves the right to deduct liquidated damages from payments due in an amount equal to one-half the bus-per-day rate for each instance, morning and/or afternoon, in which a bus is discovered without a working communication device.
- 7.8 The Contractor shall be receptive to any alternative energy (e.g., compressed natural gas and electric) devices or programs that will save energy and reduce harmful emissions, and will work closely with the Regional Collaborative to determine the feasibility of any such program, and if feasible, with implementing same.
- 7.9 Bus Security/Closed Circuit Monitoring Systems- **OPTION #1 ON BID PRICING**

The contractor shall provide alternate per vehicle pricing to equip each vehicle under the Regional Collaborative members with a bus monitoring system. The system shall be equipped with one solid state digital video recorder and one "dome" style mounted video camera.

7.9.1 Video Recorder

Provide a compact and rugged mobile solid state digital video recording solution that supports up to four cameras with audio onto a standard SD card. Vendors must ensure supply of storage media.

Video Signal-	Up to 2 channel NTSC Format
Video Format-	MPEG4 (or equiv)
Frames per Second-	30fps to 1fps
Audio Input-	4 analog audio
Resolution-	D1, CIF, or HD1 - Optioned by input source
Archive Media-	Secure Digital (SD) card
External Trigger Inputs:	7 triggers + vehicle ignition
Power Supply:	8-24v DC
Operating Temperatures:	-4f - 149f

7.9.2 Video Camera

The cameras are the eyes of the digital system and should be very high quality to provide sharp, clear hi-resolution images when viewed.

- Horizontal Resolution 420 TV Line (NTSC)
- All cameras must be adjustable on 3-axis; for pan, tilt & level so they can be moved or angled to match varied bus configurations.
- Cameras that are not 3-axis adjustable for pan, tilt & level are not acceptable.
- Hi-Security cameras are required incorporating heavy-duty cast or extruded steel case, capable of withstanding impact by hand, book or shoe without damage to prevent costly replacement and service when vandalized. Eggshell thin pressed sheet metal cases that can be destroyed by a single blow from a child's hand is not acceptable.
- Camera cases that are not cast steel or extruded steel is unacceptable.
- Night vision via at least 23 built-in Infra-Red Illuminating LEDs to prevent them from vandalism is required. External IR LED clusters are an easy target for vandals, and a poor substitution for a well-designed night vision camera suitable for school bus applications.
- Cameras must have built in adjustments for the user to easily adjust pan and tilt without the use of shims, spacers or other device as each bus is different.
- Hi quality audio is a must on school bus systems, with independent adjustable microphone gain at the camera, as well as in the DVR setup menu, to assure customers of audio enhancement both mechanically in the camera itself and via software in the DVR setup menu.
- Each camera frame rate will be customer variable from 1-30 fps.

7.10 Leased Bus – OPTION # 2

One (1) 2006 or newer model bus with a capacity of not less than seventy-one (71) students with under carriage storage on both sides is to be leased by the Abington Public School Department and is to be used solely and exclusively under its direction and control. The School Department shall assume full responsibility for the transportation of passengers and for the operation of the bus. This bus shall be used in the operation of regular school routes, including but not limited to, a noon kindergarten route. The bus may be used for other uses as deemed proper by the Superintendent of Schools. Furthermore any bus provided under the Lease shall meet all federal and state requirements and must conform to all applicable conditions and equipment regulations. The exact terms of this lease must be adhered to by the successful bidder.

7.10.1 The lease contract may be extended for a fourth and fifth year at the sole discretion of the Regional Collaborative member.

7.10.2 Compensation paid by the School Department shall be based on a flat rate per month.

7.10.3 **The Regional Collaborative Member will be responsible for the following:**

7.10.3.1 Payment of all wages for drivers.

7.10.3.2 Supplying all gasoline and oil between maintenance checkups.

7.10.3.3 Providing competent, properly licensed drivers over twenty-one (21) years of age.

The Lessor will be responsible for the following:

7.10.3.4 Arranging for Registry of Motor Vehicle Inspections.

7.10.3.5 All excise taxes.

7.10.3.6 Making all minor and major repairs and all routine preventive maintenance items.

7.10.3.7 Odometer readings.

7.10.3.8 Regional Members bus drivers shall be able to participate in all driver training and safety programs provided by the Contractor for his own employees.

7.10.3.9 Providing a spare bus in case of a breakdown, accident, repairs, inspection, or for any other emergency. Substitute vehicles must meet all equipment standards specified above in Term #2.

7.10.3.10 Providing all necessary insurance coverage.

7.10.3.11 Furnishing all necessary registrations, licenses, and permits for the transportation of school children.

8.0 Bus Inspections, Maintenance and Storage

- 8.1 All bus inspections shall be in compliance with the laws of the Commonwealth of Massachusetts. Regional Collaborative members reserves the right to request copies of Commonwealth of Massachusetts' inspection reports for all buses in the fleet at any time.
- 8.2 All buses shall be maintained in first class operating and mechanical condition. Before leaving the yard each morning, each driver must walk around the bus and complete a Vehicle Inspection Report (on a form approved by the Regional Collaborative) to ensure that all buses are safe and clean inside and out.. In addition, each driver shall make communications contact with the Dispatcher in order to ensure that the communications system is working properly. Any bus failing the inspection or communications check shall not be used until the problems are corrected. Vehicle Inspection Reports shall be filed daily with the Dispatcher and shall be available upon request to the Regional Collaborative member by the end of the day on which the request is made.
- 8.3 Regional Collaborative members reserve the right to inspect buses parked at a school for cleanliness, graffiti, and similar problems relating to the general condition of the bus and for the presence of cigarette smoke. They reserves the right to require the Contractor to remove dirty buses from service until they are cleaned and to request such action as may be appropriate to prevent drivers from smoking on buses. Regional Collaborative members also reserves the right to inspect buses parked at a school for properly operating communications systems, including digital phones, and may request drivers to call the Dispatcher or otherwise demonstrate that two way communications systems are working properly.
- 8.4 The Contractor must report all cases of vandalism in writing to the Regional Collaborative member administration within two (2) hours of a morning incident or by the opening of school the following day for afternoon incidents. Interior or exterior damages shall be repaired immediately with the Contractor assuming all costs. The Contractor may attempt to recover losses for vandalism from private parties by working through the school administration, or the Regional Collaborative transportation directors. Student transportation privileges may only be suspended by the school administration.
- 8.5 The bidder must have access to sufficient garage/maintenance facilities and mechanics to ensure timely repairs so as not to disrupt transportation services. The successful bidder shall, within thirty (30) days of notification of award of the contract, provide the Regional Collaborative members with the name and address of the garage and a statement from the garage owner regarding a good working relationship. The Contractor must keep this information current throughout the term of the contract.
- 8.6 The Contractor's bus storage yard shall be located within close proximity of a Regional Collaborative member town or contiguous, i.e., in close proximity to member towns. The successful bidder shall, within thirty (30) days of notification of award of the contract, provide the address of the proposed bus yard and evidence of a lease agreement. The Regional Collaborative reserves the right to reject the proposed site. In the event of recurrent problems on the bus routes, the Regional Collaborative reserves the right to require, by written notice to the Contractor, that an emergency backup bus or buses and driver(s) be permanently located within a member town at no additional charge. Recurrent problems shall include, but not be limited to, lateness and inability to provide back-up buses within time frame required herein. The Contractor must comply within three (3) days of the written notice, otherwise, the Regional Collaborative shall deduct from the payments due under the Contract, one-half the bus-per-day cost for each day that the Contractor fails to comply.

9.0 Dispatching and Field Service

- 9.1 The Contractor shall maintain a dispatch office with 24-hour/7-days-a-week emergency telephone answering service and a two way radio/cell phone system sufficient to maintain contact between the Dispatcher and drivers at all times while buses are in service for the Regional Collaborative pursuant to these Specifications. The dispatch office must have a fax machine, up to date computer/e-mail system and printer and copier. The successful bidder shall supply the Regional Collaborative member within thirty (30) days of notification of award of the contract with the address of the dispatch office. The Contractor shall supply the Regional Collaborative member, by August 1 of each contract year,

with the Dispatchers' names and telephone numbers. The Contractor shall be required to install a telephone/cellular line in the dispatch office for the exclusive use of Regional Collaborative business. The Contractor must notify the members in advance of any changes in location or personnel.

- 9.2 A qualified Dispatcher must be on duty and accessible to schools, Regional Collaborative staff and parents while any bus is in service for the Regional Collaborative including regular and late bus transportation, field trips and athletic events. The Dispatcher must be thoroughly familiar with the Regional Collaborative bus routes as well as the geography of the towns of Whitman, Hanson and Abington. The Dispatchers must have sufficient training to effectively handle routine communications and emergency contacts between drivers, dispatch base and relevant school officials, solve problems related to driver assignments, implement emergency plans to counteract service disruptions, and maintain the highest level of service on a daily basis. Dispatchers must ensure drivers' timely and accurate preparation and filing of incident and accident reports, time checks and head counts before drivers are released from duty. The dispatcher must be in the field office and available during all times scheduled routes are being run.
- 9.3 Field Service Representative: The Contractor must employ a qualified Field Service Representative for the Regional Collaborative contract who will work with the Dispatcher out of the dispatch office (as in 9.1). The Field Service Representative must be thoroughly familiar with in-Regional Collaborative bus routes as well as the geography of the towns of Whitman, Hanson and Abington. The Field Service Representative must be on call while any bus is in service for Regional Collaborative members, including regular and late bus transportation, field trips and athletic events. The Field Service Representative's duties shall include but not be limited to the following:
- 9.3.1 Conferring with the Regional Collaborative Transportation offices regarding schedules, bus stops, routes, ridership, student conduct, accidents, vandalism, driver performance, safety related matters and emergencies. The Field Service Representative shall report to the Regional Collaborative Transportation offices at least once per day and upon request by Regional Collaborative.
- 9.3.2 Investigating complaints including service irregularities, driver performance and conduct, student behavioral problems, and vandalism. In each case, the Contractor is responsible for providing an immediate oral report of any incident upon occurrence, submitting an initial written report to the Regional Collaborative member transportation offices, including all names of offenders and a specific description of the incident, within two (2) hours of any incident. The Contractor must submit a final written report with resolution before close of business on the day of the incident for any morning incident, and within one (1) hour of the opening of business the next day for any afternoon incident. Drivers must not be released from duty at the conclusion of routes until incident reports are complete, on file and comprehensible.
- 9.3.3 Ensuring compliance with Regional Collaborative accident procedures and all future amendments and revisions to same (see Appendix E) and as described in Section 9.5.
- 9.3.4 Visiting schools and bus stops to monitor compliance with bus schedules and conferring regularly with school representatives as directed by Regional Collaborative Transportation members.
- 9.3.5 Scheduling and overseeing all school bus evacuation drills.
- 9.3.6 Spot checking driver adherence to schedules, stops and safe driving practices, including observing a particular route at the request of the Regional Collaborative Transportation offices.
- 9.3.7 Working with the Regional Collaborative Transportation members Police Safety Officers and Police Departments on safety issues including traffic congestion, parking problems and incidents where drivers of private vehicles violate motor vehicle rules regarding school bus safety.
- 9.3.8 Conducting safety seminars for all drivers in preparation for the new school year.
- 9.4 Accident Procedures: In the event of an accident involving any of the Contractor's vehicles while in service for the Regional Collaborative members, the bus driver shall immediately notify the Dispatcher and the Dispatcher shall immediately notify the respective Police Department. The Contractor should instruct its drivers to identify all

passengers on board at the time of the accident and to require all passengers to remain at the scene until the Field Service Representative arrives, subject, however, to contrary directions of emergency personnel. The Dispatcher shall contact the Regional Collaborative Transportation Office, as applicable, and the school by telephone no later than fifteen (15) minutes after the accident. The Dispatcher shall dispatch the Field Service Representative to the scene of the accident after contacting the Police. The Field Service Representative shall confirm the names of all passengers who were on the vehicle at the time of the accident and, if passengers are transported from the scene for medical attention, the Field Service Representative shall confirm the names of the injured and the destination(s) to which the injured were transported. (Reference Regional Collaborative Student Transportation Crash Guidelines in Appendix E.)

- 9.5 Accident Reports: The Contractor shall file a preliminary written accident report with the Regional Collaborative member offices no later than the close of the business day on which the accident occurred. For any accident which occurs after the Regional Collaborative members office at close of business (after 5:00 p.m.), such accident report shall be filed within one (1) hour of the opening of business the next day. The Contractor shall ensure that drivers are not released from duty until complete, clearly written accident reports are on file. The Contractor shall file a final written report completed by the Field Service Representative within twenty-four (24) hours of the accident. Such final written report shall include the driver's written report (including an "Operator's Report" whenever such report is required to be completed by state law) and a written assessment of the accident prepared by the Field Service representative. The Contractor shall obtain Police Reports from the Police Department which has jurisdiction for the location where the accident occurred and forward copies to the Regional Collaborative offices within twenty-four (24) hours after the accident.
- 9.6 At the end of each contract year, or upon request, the Contractor shall submit a formal accident report summary from its insurance company covering the entire contract from its inception. The insurance company report shall include the date of each accident, driver name, property damage, bodily injuries, preventable or non-preventable, claims and current status.

10.0 Driver Qualifications and Driving Rules

10.1 Number of Drivers

10.1.1 Permanent Drivers: The Contractor must employ a sufficient number of permanent drivers to be able to assign one to each bus in the daily fleet. In addition, the Contractor shall have a pool of drivers who have received the same training as the regular drivers and are readily available for substitutions, field trips and athletic events. The Contractor shall make a concerted effort to keep driver turnover to a minimum, and maintain consistent bus assignments. The Regional Collaborative Transportation offices, however, reserve the right to demand a change of drivers at any time without written notice.

10.1.2 Substitute Drivers: The Contractor shall have a sufficient number of substitute drivers who must be available to provide service at all times while buses are in service for the Regional Collaborative such that there are no interruptions in regularly scheduled service. (See also, Section 5.2.2 in regard to backup buses.)

- 10.2 All drivers shall be licensed in accordance with the Commonwealth of Massachusetts General Laws. The Contractor must submit a list of all drivers' names, addresses, birth dates, license numbers and expiration dates, and bus assignments to the Regional Collaborative member administrative offices by August 15. The Contractor shall attest to the fact that all drivers listed passed a Driver Training and Safety Program. The list shall be kept up-to-date and resubmitted annually by August 15. The Contractor shall maintain a personnel file for each employee connected to the performance of this contract. The files shall include the history of each driver while in the employ of the Contractor. The Regional Collaborative members reserves the right to request the complete personnel file of any Contractor's employee involved in an accident or incident while providing transportation pursuant to an investigation of employee misconduct connected to the performance of this contract. Drivers must be able

to communicate clearly with the Dispatcher and students to provide assistance and be able to respond to emergencies.

- 10.3 The Contractor shall (at no expense to the Regional Collaborative) require each driver to undergo an annual physical examination including a TB test by a physician. The Contractor shall maintain the drivers' health records and shall make them available to Regional Collaborative Transportation offices upon request.
- 10.4 Under Massachusetts General Law c. 71, §7A, Department of Occupational Safety (DOS) is required to set the rate for school bus drivers based on the wages established in any operative collective bargaining agreements within the municipality. It has been determined that no operative collective bargaining agreements exist within the towns for the contract referenced above. Therefore, in this case, no rate can be set by DOS. If a winning contractor has a negotiated in-force collective bargaining labor agreement, then all labor rates annually for the length of this contract must be met.
- 10.5 The Contractor shall employ careful, temperate and courteous drivers. In the interests of the safety and well-being of students, drivers must be able to communicate clearly with the students to provide assistance and respond to emergencies. The Contractor shall not permit rude, flirtatious or abusive behavior or language by drivers toward students, school personnel or the public. All drivers shall prominently display a photo ID badge with the driver's name, ID number and the Contractor's name. The Regional Collaborative members reserve the right to demand the transfer or removal of any driver because of concerns with drivers.
- 10.6 Drivers shall maintain proper attire and a high standard of personal hygiene at all times. Long hair must be tied back, braided or put on the top of the head to keep out of the driver's eyes. The following articles of clothing are not permitted: tank tops, body shirts, spandex tights, ponchos, sandals, flip-flops, slippers, cowboy hats, high heels (limit 1-1/2"), and clothing or buttons judged by the Transportation Regional Collaborative offices as inappropriate. Clothing shall be smoke-free. The Regional Collaborative reserves the right to demand the transfer or removal of any driver because of personal hygiene or attire.
- 10.7 While performing services encompassed by this contract, drivers are not permitted to carry unauthorized passengers, pets or cargo, or smoke, or distribute foods, beverages or any other substances to passengers. All buses shall be smoke-free, i.e., there shall be no smoking permitted on the buses at any time. There is also no smoking allowed anywhere on school property. The Regional Collaborative reserves the right to demand the transfer or removal of any driver who violates this policy.
- 10.8 The Contractor shall arrange compulsory Driver-Training and Safety Programs which drivers must attend before they are allowed to drive under the Regional Collaborative contract. The course shall deal with student, staff and public interaction (including sexual harassment); safe driving habits (including evacuation drills); proper use of two way radios/cell phone communication systems, bullying, and emergency procedures in accordance with the Commonwealth of Massachusetts General Laws and Regional Collaborative guidelines.

All drivers shall have at their disposal emergency cleanup kit containing rubber gloves, paper towels, plastic bags, moist towelettes and a germicide, and be instructed as to its use. All drivers must attend the course annually. New drivers hired during the year are under the same obligations. The Contractor must submit to the Regional Collaborative Transportation office the program description and attendance sheets within one week after completing the program. Regional Collaborative members shall be invited to observe and participate in the training and safety programs at their discretion.

- 10.9 Driver Training: The Contractor shall provide each driver with a copy of the route schedules, maps and Regional Collaborative member procedures, e.g., accidents and kindergarten drop offs. On-the road training shall include the actual routes to which the driver will be assigned. Drivers must complete a sufficient number of dry runs to insure familiarity with the routes such that drivers will be able to complete the routes within the scheduled times. Drivers shall always operate buses with the highest degree of safety and never allow the number of passengers to exceed the bus capacity as determined by the manufacturer and state and federal regulations. There shall be no standees; the driver shall not move the bus until every student is safely seated. Drivers shall stop only at designated stops. Drivers shall never leave the bus with the engine running and shall not idle the bus more than five (5) minutes. Upon the

completion of each bus trip, the driver shall perform a walk through inspection for students napping, lost property, vandalism and trash.

- 10.10 Route Verification: The Contractor shall supply the Regional Collaborative members with daily documentation of Head Counts, Time Checks and mileage (on forms provided by Regional Collaborative) until precise routes are established by the Regional Collaborative. The documentation shall be filed with the Dispatcher immediately upon completion of each run. The Regional Collaborative reserves the right to request at any time that the Contractor record and submit Head Counts and Time Checks in order to verify ridership and adherence to routes, schedules and bus stops.
- 10.11 Student Behavior: Drivers shall pull over and report improper student behavior on school buses to the Dispatcher who shall immediately notify the schools and/or Regional Collaborative member administration offices. Drivers shall never deny a student transportation to or from school or remove a student from the bus. Student transportation privileges may only be suspended by the school, or the Regional Collaborative transportation staff. Bus drivers have no involvement or jurisdiction regarding bus passes. The Regional Collaborative reserves the right to demand the transfer or removal of any driver unable to maintain reasonable discipline on the bus.
- 10.12 At the discretion of the Regional Collaborative members, the Contractor's failure to ensure that drivers adhere to the qualifications and rules stated herein may result in a deduction from payments due to the Contractor up to one-half the bus-per-day (morning or afternoon) for each instance. The Regional Collaborative will provide the Contractor with written notice of the violation and intent to deduct from payments due within seven (7) days of discovery and investigation of each instance.
- 10.13 CORI Checks: The Regional Collaborative members have been certified by the Criminal History Systems Board for access to all criminal case data including conviction, non-conviction and pending. Every school bus driver must submit to an annual Regional Collaborative CORI check before she/he is allowed to drive under the Regional Collaborative contract(s). The Regional Collaborative reserves the right to demand the transfer or removal of any driver.

11.0 Invoicing

- 11.1 The Contractor shall submit invoices in triplicate to the appropriate Regional Collaborative member office as defined in the executed "contract document" on a monthly basis for daily transportation services completed. All services within the bus-per day amount of hours shall be paid at the quoted bus-per-day rates. Invoices for field trips and athletic events should be submitted within fifteen (15) days of providing the service(s).
- 11.2 Daily Transportation Service: The Contractor shall submit separate invoices for daily service for buses providing transportation solely within Regional Collaborative member towns ("In-Regional Collaborative Transportation")
- 11.3 Invoice Format: Each invoice shall include the following:
- a) contract number;
 - b) dates of service;
 - c) total number of buses per run and total number of days services were provided;
 - d) Bus-Per-Day rate;
 - e) total amount due which shall be based on the Bus-Per-Day rate.
- 11.4 Field Trips and Athletic Events: All field trips and athletic events, including privately sponsored ones, shall be invoiced separately within fifteen (15) days of providing the service(s). Check, cash or credit card transactions at the actual time of the trip are not permitted. Invoices for field trips and athletic events shall be computerized and include :
- 1) purchase order number (if applicable);
 - 2) trip # , reservation date, school contact name and telephone #;
 - 3) date of service;
 - 4) number of buses;
 - 5) pickup address, destination address; any special instructions
 - 6) odometer reading and pickup departure time;
 - 7) odometer reading and destination arrival time;

- 8) return odometer readings and times;
- 9) total mileage;
- 10) total hours, rate, and cost;
- 11) total amount due; and,
- 12) Bus driver's name and bus #.

- 11.5 Adjustments to Invoices: The Regional Collaborative members reserves the right to adjust each invoice for services not provided or for service not provided in accordance with the terms of the Contract and/or Specifications. Adjustments to invoices for late arrivals, no-shows and unauthorized stops shall be made in the manner provided in Section 5.5. In addition, for each such instance of a failure to comply with the requirements of the contract and/or specifications, including but not limited to matters involving equipment, and drivers, the Regional Collaborative members shall have the right to deduct an amount to equal one-half the daily charge per vehicle for each such violation occurring in the morning or the afternoon. Written explanation of each violation and deduction shall be included with the invoice payment (see Section 5.5).
- 11.6 Fuel Escalation: Payment for fuel escalation shall be made in accordance with Section 1.8 No payment will be made for fuel escalation charges for which receipts were not received by the Regional Collaborative within thirty (30) days of the date of the increase in the price of fuel. **No payment shall be made for fuel escalation increases received after June 30th in any year.**
- 11.7 Payment of Invoices
- 11.7.1 The Regional Collaborative member will use its best efforts to render payment within forty-five (45) days of receipt and verification of properly completed invoices. The Regional Collaborative members must verify all invoices before they are sent to the Regional Collaborative Office for processing. The Regional Collaborative expressly reserves the right to request such additional information as may reasonably be required in order to verify the sums charged as stated in the invoices.
- 11.7.2 The Regional Collaborative members shall not be liable for consequential or other damages that may be incurred by the Contractor as a result of late payments, and, in particular, as a result of late payments that result from the Contractor's failure to provide information required on each invoice. The Regional Collaborative members shall not be liable for the payment of interest on any sums due to the Contractor.

END OF SECTION

ADOBE READER- PLEASE SELECT OPTION TO VIEW FILE ATTACHMENTS
FOR APPENDICES AND SUBMITTAL DOCUMENT ORIGINALS

Appendix A- Current Route Summary- Whitman Hanson Regional Schools

Appendix B- Current Route Summary- Abington Public Schools

Appendix C- School Start/End Times

Appendix D: School Calendars

Appendix E: Accident Procedures

**Submittal 1- Price Schedule
Regional Collaborative
Abington Public Schools/Whitman-Hanson Regional Schools
Transportation 2011: Student Transportation**

The following bid is submitted in compliance and response to the general conditions published by the Regional Collaborative in the Invitation for Bid titled Transportation 2011: Student Transportation. Bidder must bid on all sections.

SECTION I. Regular School Transportation

ENTER VALUES ONLY IN GREEN COLUMNS BELOW

		PRICE PER BUS / PER DAY				
Type of Bus Run	Est # of Runs*	2011-2012	2012-2013	2013-2014	2014-2015 (Option)	2015-2016 (Option)
1 Run Bus	12					
2 Run Bus	5					
3 Run Bus	21					
Mid Day K Only	13					
TOTALS->		0.00	0.00	0.00	0.00	0.00

*Totals are the SUM of the annual price TIMES the number of estimated runs over the course of a single year TIMES 180 for the number of current school days.

SECTION II: Late Runs

* Late runs are single busses used to transport students home from after school programs.

ENTER VALUES ONLY IN GREEN COLUMNS BELOW

		PRICE PER BUS / PER DAY				
Type of Bus Run	Est # of Runs*	2011-2012	2012-2013	2013-2014	2014-2015 (Option)	2015-2016 (Option)
Late Run	2					
TOTALS->		0.00	0.00	0.00	0.00	0.00

*Totals are the SUM of the annual price TIMES the number of estimated runs over the course of a single year TIMES 180 for the number of current school days.

SECTION III: Athletics / Field Trips / Special Transportation

* Contracted Buses for specific athletic and/or field trip events.

ENTER VALUES ONLY IN GREEN COLUMNS BELOW

		PRICE PER JOB				
Special Transportation	Est # of Jobs/Miles	2011-2012	2012-2013	2013-2014	2014-2015 (Option)	2015-2016 (Option)
Minimum Charge	300					
Per Mile Charge (miles)	12000					
Per Hour/Waiting Charge (hours)	200					
TOTALS->		0.00	0.00	0.00	0.00	0.00

SECTION IV: Flat Rate within Town

* Contracted Buses a flat rate within town.

ENTER VALUES ONLY IN GREEN COLUMNS BELOW

		PRICE PER JOB				
Flat Rate	Est # of Runs*	2011-2012	2012-2013	2013-2014	2014-2015 (Option)	2015-2016 (Option)
Abington- Town of	20					
Hanson- Town of	20					
Whitman- Town of	20					
Whitman-Hanson District	20					
TOTALS->		0.00	0.00	0.00	0.00	0.00

Total Contract Bid Price

0.00

* Total Contract Bid Price is Calculated as the AVERAGE of the sum Section I + Section 2 + Section 3 + Section 4 over the three years (2011-2012,2012-2013,2013-2014)

SUBMITTAL 2
Regional Collaborative
Town of Abington / Whitman-Hanson Regional School District

=====

ADDITIONAL RESPONSE INFORMATION

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FUEL CLAUSE (initial)

The bid is based on a diesel price of \$ 2.73 per gallon and will be hereafter referred to as the "Base Price of Fuel."

The contractor agrees to maintain accurate and complete records relative to the use of gasoline and/or diesel fuel by each of its vehicles. These records and all other information requested by the Regional Collaborative members shall be made available prior to the awarding of any fuel adjustment (See Section 1.8). This clause will apply only when the base price increases or decreases more than 10%. Price change will be determined on the first business day of each month using the above referenced index and once determined shall remain fixed for the entire month. Compensative charges or credits will be based only on the cost of fuel in excess of the +/- 10% limit.

For the calculation of this clause the following factors have been determined:

- (1) Average miles per gallon diesel bus = 8
- (2) The Contractor must submit a copy of the posting from the Journal of Commerce for the first business day of the month being billed. No payments will be processed without said documentation.
- (3) Total Miles driven must be submitted.

Garage Plans:

Please describe the intended location(s) for garaging of vehicles included in this bid.

OPTION #1- Bus Video System (Section 7.9)

Please indicate the individual cost to add and maintain a video surveillance system to a single bus vehicle as specified in Section 7.9

\$ _____

OPTION #2- Leased Bus (Section 7.10)

Please indicate the annual cost to for a Regional Collaborative member to lease a bus from the bidder as specified in Section 7.10

2011-2012: \$ _____

2012-2013: \$ _____

2013-2014: \$ _____

2014-2015: \$ _____ (opt)

2015-2016: \$ _____ (opt)

The undersigned certifies under the 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 persons, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of principal submitting bid:

Date

Name of principal submitting bid:

Company

Title

SUBMITTAL 3

Regional Collaborative

Town of Abington / Whitman-Hanson Regional School District

PROPOSED FLEET DESCRIPTION

Please describe the type, make, model and years of the vehicles you are proposing for this bid.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SUBMITTAL 4

**Regional Collaborative
Town of Abington / Whitman-Hanson Regional School District**

=====

CONTRACT REFERENCE FORM

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

The bidder must provide 3 business references.

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/E-mail address: _____

Contract # of busses / routes / description: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/E-mail address: _____

Contract # of busses / routes / description: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/E-mail address: _____

Contract # of busses / routes / description: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The department may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Regional Collaborative
Town of Abington / Whitman-Hanson Regional School District

The bidder must submit information on the status of labor relations between the vendor and any employee organization including whether there is a labor contract, the term of the contract, explaining any labor/management disputes or matters for the past five (5) years. The vendor's history of employee relations and responses to labor matters shall be considered in evaluating the vendor's suitability for the contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

Business name, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ►

Legal Address: number, street, and apt. or suite no.

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

City, state and ZIP code

Phone # ()

Fax # ()

Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□□□

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

DUNS

□□□□□□□□□□

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, **in compliance with** the State Ethics Commission **requirements**.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature ►

Date ►

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one on-line at www.DNB.com under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

AFFIX CORPORATE SEAL