

**INVITATION FOR BID**

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
**NEW BEDFORD PUBLIC SCHOOLS**

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Student Transportation Services- Package 2

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**IFB #23300095**

**Bids Due: Friday, March 17, 2023, at 2:00 p.m.**

Jonathan F. Mitchell  
Mayor

New Bedford Public Schools  
455 County St.  
New Bedford, MA 02740



CITY OF NEW BEDFORD  
MASSACHUSETTS

Advertisement

INVITATION FOR BID

**Student Transportation Services- Package 2**

**IFB # 23300095**

The City of New Bedford Purchasing Department, in conjunction with New Bedford Public Schools (NBPS), is seeking bids for Student Transportation Services- Package 2.

Sealed bids will be received by the Purchasing Department on **Friday, March 17, 2023 at 2:00 p.m. EST**. All bids must be submitted via mail or in-person delivery to the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740 during business hours (8:00 a.m. – 4:00 p.m.) until the above time and date. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud. Bidders can participate in the bid opening at Purchasing's office and the opening will also be live streamed via Zoom audio. Instructions for participants are posted on the City's website under the Purchasing page. We strongly recommend submitting bids via mail delivery services. Bidders must email [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) to confirm they have submitted a bid. The bid must clearly state on the exterior that it is for IFB #23300095 Student Transportation Services- Package 2, attention to the Purchasing Department. Bids received after the above time and date will be rejected and returned unopened. Emailed and/or faxed bids will not be accepted.

Specifications and bid forms may be obtained beginning on **Wednesday, March 1, 2023**, by visiting the City of New Bedford webpage at [newbedford-ma.gov/Purchasing](http://newbedford-ma.gov/Purchasing) or by emailing [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov).

The City of New Bedford reserves the right to waive any informality in, or to reject, any or all bids, if it deems such waiver or rejection to be in the best interest of the City.

Awarding Authority  
City of New Bedford  
Rebecca Kanter, Acting Director of Purchasing

**STUDENT TRANSPORTATION SERVICES  
PACKAGE 2  
FOR THE NEW BEDFORD PUBLIC SCHOOLS  
  
AND CITY OF NEW BEDFORD  
NEW BEDFORD, MASSACHUSETTS**

**Invitation for Bid (IFB)**

**I. BID CONDITIONS**

**1. BIDS**

Sealed bids herein specified as STUDENT TRANSPORTATION SERVICES- PACKAGE 2 for the City of New Bedford and the New Bedford Public Schools (City), New Bedford, MA will be received at the City of New Bedford's Purchasing Department on or **before Friday, March 17, 2023 at 2:00 p.m.**, at which time quotes will be opened and read.

**2. SUBMITTAL**

Sealed bids will be received by the Purchasing Department **on Friday, March 17, 2023 at 2:00 p.m.** EST. All bids must be submitted via mail or in-person delivery to the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740 during business hours (8:00 a.m. – 4:00 p.m.) until the above time and date. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud. Bidders can participate in the bid opening at Purchasing's office and the opening will also be live streamed via Zoom audio. Instructions for participating are posted on the City's website under the Purchasing page. We strongly recommend submitting bids via mail delivery services. Bidders must email [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) to confirm they have submitted a bid. Bids received after the above time and date will be rejected and returned unopened. A Vendor may correct, modify, or withdraw a bid by written notice received in the office of the Purchasing Department prior to the time and date set for the bid opening. After bid opening, a Vendor may not change the price or any other provision of the bid in a manner prejudicial to the interests of the governmental body or fair competition. The procurement officer shall waive minor informalities or allow the Vendor to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the procurement officer shall correct the mistake to reflect the intended correct bid and so notify the Vendor in writing. A Vendor may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

**3. ENVELOPE LABELING**

Bids must be submitted in plain, opaque envelopes and must be clearly marked "IFB #23300095 STUDENT TRANSPORTATION SERVICES-PACKAGE 2." The date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope.

**4. TIME**

All bids received after the time stated in the Notice to Bidders will be rejected and will be returned to the Vendor unopened. The Vendor assumes the risk of any delay in the mail or in the handling of the mail by employees of the City.

**5. REGULAR BID**

All information required by the Notice to Bidder, Specifications and Bid Offer in connection with each item against which a bid is submitted must be provided to constitute a regular bid. No alteration, erasure or addition is to be made in the typewritten or printed matter. The submission of a bid will be construed to mean that the Vendor

is fully informed as to the extent and character of the service required and is representation that the Vendor can furnish the manpower and equipment necessary to properly render the desired service.

#### **6. TYPEWRITTEN**

Prices and information required, with the exception of the signature of Vendor, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable. All bid prices must be presented so that the total cost to the New Bedford Public Schools is clearly understandable.

#### **7. IFB QUESTIONS & ADDENDUM**

Questions concerning this Specification must be submitted via email to [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) by **Friday, March 10, 2023, at 5:00 PM**. City responses will be emailed as addenda to all Vendors on record as having pulled IFB documents, and will be posted to the City's website. Failure of any Vendor to receive any such addendum or interpretation shall not relieve any Vendor from any obligation under this bid as submitted.

#### **8. AWARDS**

The contract will be awarded to the responsible and responsive Vendor offering the lowest price for services meeting the specifications within this IFB. It is understood that the City may use all means at their disposal to evaluate the bids received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the City. No contract will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to any Massachusetts municipality or had failed previously to perform faithfully any previous contract with a municipality.

#### **9. REJECT BIDS**

The City of New Bedford reserves the right to reject all bids. Also reserved is the right to reject for cause any bid in whole or in part; to waive technical defects, qualifications, irregularities; and omissions if in its judgment, the best interest of the City will be served.

#### **10. CONTRACT**

The Bid Requirements, Attachments and Addenda (as applicable) shall form a part of this contract, and the provisions thereof shall be binding upon the parties thereto. The term "Contract Documents" shall include all of the aforesaid, together with the contract itself.

#### **11. BIDDING REQUIREMENTS**

The Successful Bidder must meet all specifications. Any bid which does not meet these requirements, is nonresponsive, incomplete, conditional, or obscure and will be rejected. Any bid which contains additions not called for, or irregularities of any kind, is non-responsive and will be rejected.

It is absolutely imperative that bidders bid as the exact business which they wish to perform the contract as, and that all submitted documents including the bid form, vote of corporation, W-9, certificate of insurance, and any other supporting documentation, list the business name in the exact same way. Further, the business name must match the listing in the Secretary of the Commonwealth of Massachusetts' Corporate Database, if applicable. If documentation is submitted with multiple, inconsistent business names (even if the businesses are owned by the same bidder), this may be grounds for rejection of the bid.

**12. SPECIFICATION INTENT**

It is the intention of this Specification to establish and define those services that are to be provided and to determine the capability and experience of the vendors desiring to provide such services. The intent is to secure a vendor to supply all services requested at the lowest price.

**13. TAXES**

No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.

**14. SIGNED BID**

A bid must be signed as follows: (1) if the vendor is an individual, by her/him personally; (2) if the vendor is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the vendor is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. If the bid is being submitted by an entity other than an individual, partnership or corporation, the bid must include written evidence of the vendor's authority from the entity to submit the bid in the form of legally binding documentation.

**15. SPECIAL REQUIREMENT**

The City requires all corporate bidders soliciting business with the City which are not Massachusetts Corporations to be registered as a Foreign Corporation in the Commonwealth of Massachusetts. Therefore, "out of state businesses", in accordance with M.G.L. c. 156D, § 15.01, must register as a foreign corporation doing business in Massachusetts and appoint a Resident Agent for service of process within the Commonwealth of Massachusetts. The necessary forms may be downloaded from the state web site [www.state.ma.us/sec](http://www.state.ma.us/sec).

END OF SECTION- BID CONDITIONS

## **II. BID REQUIREMENTS**

### **1. GENERAL DESCRIPTION**

New Bedford Public Schools transports approximately 6,000 students using private vendors. Currently, there are 30 two-tier routes and 10 one-tier routes utilizing 45-71 passenger buses. This solicitation is seeking pricing on services for package 2, for a three-year term to begin July 1, 2023, with two, one-year options to renew. Each Vendor must furnish the following with its bid and failure to comply with these requirements will result in disqualification of the vendor.

### **2. INSURANCE CERTIFICATES**

Prior to commencement of an Agreement, the Vendor shall obtain at its own cost and expense, the required insurance from insurance companies licensed in their state, carrying a Best's Financial Rating of "A-" or better, and shall provide evidence of such insurance to the City of New Bedford (City). The policies or certificates thereof shall provide that 30 days prior to cancellation or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies.

If at any time any of the policies required herein shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the City for approval and submit a certificate thereof. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the City may be declared suspended, discontinued or terminated. Failure of the Consultant to provide and maintain any of the required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the Consultant concerning indemnification. The City may waive the requirement of coverage type or amount if not reasonably available and if the City deems it to be in the best interest to do so.

This agreement becomes part of the contract and/or purchase order for which the Consultant is performing services to City of New Bedford.

A. Consultant shall maintain workers compensation, general liability, and automobile for the minimum amount required by the contract that this contract applies to or as outlined below. Insurance coverages and certificates shall be provided and include City of New Bedford as an additional insured, on a primary and non-contributory basis, on all liability policies. The Consultant shall be held responsible for any modifications, deviations or omissions in the compliance with these requirements by the subcontractors.

B. Minimum required insurance limits (coverage on an occurrence basis):

#### Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

#### Employers Liability (Coverage "B" on the Workers Compensation Policy)

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

#### Commercial Automobile

- \$5,000,000 Combined Single Limit/Bodily Injury and Property Damage
- \$5,000,000 Hired/Non Owned Auto

C. Any Consultant who does not carry worker's compensation insurance coverage to protect himself personally from

work-related injuries hereby releases, holds harmless and indemnifies the City from any injuries that may occur to the Consultant himself during the course of the project. In no way does this provision affect the absolute duty of every Consultant to provide worker's compensation insurance coverage to each and every one of their employees and himself according to the provisions of this Agreement and all applicable state and federal laws.

D. To the fullest extent permitted by law, the Consultant hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the City, and any of the officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Contractors work under this contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the Consultant, its employees, agents or sub-contractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

E. All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of contractor's insurance, except for nonpayment. Consultant must furnish the certificate referred to above as an express condition precedent to the Contractor's duty to make any progress payments to Consultant pursuant to this Agreement.

F. The Consultant hereby acknowledges its obligation under the forgoing paragraph to indemnify the City of New Bedford against judgments suffered because of the contractor's work and to assume the cost of defending the City against claims as described in the forgoing paragraph.

At the execution of this Agreement, Consultant shall furnish certificates of insurance evidencing the above coverage to the City for the City's review and approval.

### **3. PRICE SUBMISSION**

#### **3.1 Bid Form**

Every bid must include a completed 'Bid Form'. (Attachment B)

#### **3.2 Fuel Adjustment Form**

Bid must include a completed 'Fuel Adjustment Form'. (Attachment C)

### **4. ACTUAL OR ESTIMATED QUANTITIES**

The City estimates that they will need the services as listed in Attachment B in the volumes indicated for three years. It is understood and agreed that quantities attached hereto are approximate and that the contract shall cover actual services, whether more or less than indicated.

### **6. BUS CONDITIONS**

All buses used must be in a condition sufficient to successfully perform the scope of services defined in this IFB. Buses must have current Massachusetts registration and a valid inspection sticker.

### **5. REFERENCES**

The Vendors shall provide at least three (3) references that must indicate successful performance of regular day pupil transportation services at a minimum of three (3) school systems similar to New Bedford Public Schools and are satisfactory to the City of New Bedford, which will serve to illustrate the ability of each Vendor's firm in accordance with these specifications. The references must be from prior contracts, preferably performed within the last 3 years, be similar in size and scope to this contract bid and include contact names and telephone numbers.

## **6. LAWS GOVERNING AWARDED VENDOR**

The Awarded Vendor shall abide by all applicable local, State, and Federal laws and policies when providing goods/services under this Contract.

## **7. PREVAILING WAGE**

Wages for this project are subject to the prevailing wage rates as set by the department of Labor Standards. A copy of the prevailing wage rates for this project is included in the Invitation for Bids. Prevailing wage rate sheets for transportation of pupils for a City, town or school district having a population of sixteen thousand or over, remain in effect for the duration of the contract term. Any exercise of an option to renew or extend the contract term shall include updated prevailing wage rates. Certified Weekly Payroll Documents shall be sent to the Office of the Business Manager, New Bedford School Department Public Schools, 455 County Street, New Bedford, MA 02740. Payroll records must be sent three (3) business days after the close of the previous work week. See 'Certification Regarding Payment of Prevailing Wage Rates' attached. (Attachment C).

## **8. PERFORMANCE BOND**

The Consultant shall furnish a performance bond of a surety company qualified to do business in Massachusetts in the amount of one hundred percent (100%) of the contract price for the first year of the contract, to be renewed annually by July 1st during the life of the contract and in the amount of one hundred percent (100%) of the contract price.

The intent of the bond is in the event that, prior to the end of any school year, there is a default by the Consultant for the remaining term under that year of the Contract, or evidence is present of an intent to default, then the New Bedford School Department will so notify the Consultant of its intent to invoke the bond and use the proceeds of the bond to offset any price increases imposed upon the City after it secures the services of a replacement firm to perform the work, on an interim, emergency basis, until such time as a new contract results from a re-bid.

Upon written application, the Consultant may apply, prior to the start of the third or subsequent school year of the contract term, for a reduction or waiver to the maximum penalty sum of the Performance Bond. Any such reduction or waiver may be accepted by the New Bedford School Department provided the Consultant successfully performed all duties in the Contract in the prior years of service.

## **11. OWNERSHIP OF FURNISHINGS & EQUIPMENT**

Unless otherwise provided by law or a federal grant award, title to all furnishings and equipment provided by the New Bedford School Department or that the awarded Bidder provides under the terms of this Invitation for Bids and paid with public funds, shall vest in and be retained by the New Bedford School Department. Upon completion of performance of the awarded Bidder's contract, the awarded Bidder shall return such furnishings and equipment in its possession in the same condition as at the commencement of any contract resulting from this Invitation for Bids, normal wear and tear excepted.

## **12. SUBMITTALS**

1. Letter of Transmittal signed by an individual authorized to bind the bidder to the terms of the bid.
2. Company Profile:
  - a. Organizational chart
  - b. Ownership Information
  - c. Resumes of key personnel
3. List of all pupil transportation contracts currently held by the bidder, and all pupil transportation contracts held by bidders within the last five (5) school years, from 2018-2019 school year on. (Attachment K)
  - a. For each contract please list:



- i. School system, name, address
- ii. Contact person, name, phone number and email
- iii. Number of students transported.
- iv. Number of buses used, including passenger size
- v. Contract Amount
- vi. If/when contract was terminated and why

4. Vehicle Information for vehicles to be utilized under this contract. (Attachment L)

- a. Year
- b. Make
- c. Model
- d. Mileage
- e. Seating capacity
- f. Current conditions
- g. Ownership Status

END OF SECTION- REQUIREMENTS

## IMPORTANT DATES

| EVENT                 | DAY       | DATES DUE      | TIMES DUE |
|-----------------------|-----------|----------------|-----------|
| IFB AVAILABLE         | Wednesday | March 1, 2023  |           |
| QUESTION DEADLINE     | Friday    | March 10, 2023 | 5:00 PM   |
| BID DUE DATE/ OPENING | Friday    | March 17, 2023 | 2:00 PM   |

## ATTACHMENTS

- A- Scope of Services
- B- Bid Form – Package 2
- C- Fuel Adjustment Form
- D- School Times
- E- Late Runs/Dual Enrollment Transportation
- F- Tiers- Package 2
- G- Vote of Corporation/LLC Certificate of Incumbency and Authority
- H - Certificate of Non-Collusion/Tax Compliance
- I- Performance Bond
- J- Prevailing Wage
- K- Contract Information
- L- Vehicle Information
- M- Sample Contract

Attachment A  
**SCOPE OF SERVICES**

The New Bedford School Department transports approximately 6,000 students using private vendors. New Bedford School Department currently have 29 two tier routes and 18 one tier routes utilizing 45 - 71 passenger buses. The following Scope of Services will be incorporated into the sample agreement (Attachment M)

1. Assignment of Routes and Vehicles

Definitions:

When used in this section, the terms set forth below shall be defined as follows:

**"Stop"** Assigned location(s) at which student(s) board a bus to travel to school or are dropped off by a bus on return home, daily.

**"Route"** The trip a bus makes from various stops to a certain school or from a certain school to various stops, daily. (A "round trip" from a single stop or group of stops on any single day would involve the use of two routes - one to school and one return trip.)

**"Run"** The Consultant's grouping of routes assigned to a bus and driver in order to service a single school or group of schools, in a single day, which includes both roundtrips AM & PM routes.

1.1 Each bus shall display prominently the name "NEW BEDFORD PUBLIC SCHOOLS" on both sides and shall display a bus number. A bus number for identification shall be assigned to each bus. Bus numbers shall be painted in black, six (6) inches high, immediately to the left of the bus's entrance door as well as on the rear and front. Substitute buses shall be identified with appropriate temporary numbers or colors.

1.2 Runs under this contract were calculated by the City's New Bedford School Department using buses of 71 Passenger capacity. Use of buses with less than 71 passenger capacity for any route or run shall be permitted only with prior approval of the City's School Business Administrator, Transportation Coordinator, or their designee.

1.3 Standees will not be permitted on any bus operated under this

contract. All routes set out for assignment under this Contract are based upon use of available seats for those being transported, on buses of sufficient capacity.

- 1.4 Each bus allocated to this Agreement shall be available for the exclusive use of the New Bedford School Department for such time necessary to complete all assigned stops, routes and runs, including the time prior to the opening of each school necessary for pick- ups, and then after closing of each school in New Bedford, each day school is in session.
- 1.5 The Consultant must have an adequate fleet of spares and additional drivers available to ensure that this Agreement is performed in accordance with these specifications.
- 1.6 The Consultant is expected to have on hand, a suitable number of additional buses, in the event the City may require same service to additional stops, routes or runs, when the number of vehicles set forth herein is insufficient. Any such additional service shall be at prices as appear on the Bid Form included in the Contract.
- 1.7 The Consultant is expected to provide, at its own expense, a suitable location for secure overnight storage of all vehicles used for this Agreement, to allow for prompt morning and afternoon arrivals. No overnight storage of vehicles on City property will be allowed, except by prior written permission of the City's School Business Administrator, Transportation Coordinator or their designee, except for limited periods of time.
- 1.8 The City's School Business Administrator, Transportation Coordinator, or their designee shall have the final authority to establish all routes, to make such changes as deemed necessary to adjust the same, increasing or decreasing the number of trips, or instituting upon the City's discretion, such other accommodations as deemed necessary for safe, convenient or cost effective service. These adjustments to the awarded Agreement are to be arranged prior to the beginning of each school year, no later than August 15, and such other times subsequent thereto, when an adjustment seems warranted in the interest of proper service, and shall be documented in a written amendment to this Agreement.

## **2. Time Schedules and Locations for Routes, Runs and Stops**

- 2.1 All daily routes and time schedules, and specific pick-up points along said routes, shall be established by the City's School Business Administrator, Transportation Coordinator their designees, or an

authorized representative, after consultation with the Consultant. These changes are to be arranged prior to the beginning of each school, no later than August 15. The New Bedford School Department shall adjust routes and schedules during the school year whenever the New Bedford School Department determines, in its sole discretion, it is in their best interests to do so. Consultant shall adjust routes and schedules accordingly in the interest of proper service. Consultant's drivers shall traverse designated routes on assigned buses to become familiar with designated assigned runs before the start of the school year at the Consultant's expense.

- 2.2 Drivers shall be instructed by the Consultant not to arrive for the first stop of the day **BEFORE** the following times, unless modified by the City's School Business Administrator, Transportation Coordinator, or their designee.

PLEASE SEE ATTCHED LIST (ATTACHMENT F) FOR ALL TIMES.

- 2.3 The New Bedford School Department reserves the right to change the present schedule of school hours, and the Consultant agrees to rearrange the pickups accordingly.

- 2.4 Drivers must maintain time schedules set by the New Bedford School Department on their routes; drivers will not be expected to wait an excessive period of time for tardy students at any bus stop or at school. Drivers shall not make time or location changes to any scheduled stop without prior approval from their immediate supervisor, who shall only do so upon the prior approval of the City's School Business Administrator or authorized representative. Penalties may be assessed for any late arrival and departure, according to the procedure and schedule of penalties set forth below.

- 2.5 All designated bus stops for each bus shall be posted in each bus for regular drivers and substitute drivers so that each driver is aware of each bus stop on their particular route. This roster of bus stops must be in each bus at all times and updated accordingly and a copy given to the City's School Business Manager or their designee.

- 2.6 Daily arrivals in mornings and afternoons shall be no later than what is listed on the Attachment F. Exact times that "loaded" buses will depart from each school to begin afternoon routes shall be designated from time to time by the City's School Business Administrator, Transportation Coordinator or their designee as needs or circumstances warrant. After school "late buses" shall operate each school day. Their exact arrival times shall be designated by the City's School Business

Administrator, Transportation Coordinator, or their designee.

- 2.7 The Consultant agrees that, after receipt of prior notice regarding any day when one school or group of schools are scheduled for early release, or any other partial day schedule including, but not limited to, delay/opening/early closing, or inclement weather, there will be ready and available at such alternate time as set by the City's School Business Administrator, Transportation Coordinator or their designee, the same number of buses as scheduled when there is a full day of school operating on the normal schedule. No price adjustment to this Agreement amount will be made for such adjustments in daily schedules.
- 2.8 The Consultant shall keep the City's School Business Administrator, Transportation Coordinator, or their designee, informed of any events expected to result in a deviation from the daily bus schedules as provided. Notification to the New Bedford School Department shall be made immediately after the Consultant becomes aware of circumstances where daily schedules may be affected. Failure to so notify the New Bedford School Department shall result in imposition of a late penalty, as set forth below.
- 2.9 If, within three business days subsequent to a written notice filed by the School Business Administrator, the Consultant is deemed by City to be unable to provide the total number of buses sufficient to cover all routes and stops set forth herein, or as modified by the procedures set forth herein, the New Bedford School Department shall have the unilateral right to contract elsewhere for such services for the remainder of the Agreement period. Any costs incurred by the New Bedford School Department in securing an alternate provider, above the Consultant's prices set forth in the Agreement, may be deducted from any outstanding Agreement balances owed to Consultant against future bills for service not yet presented to the City for payment, or may invoke the right to call in funds against the Agreement security provided under this Agreement.

### **3.0 Contract Administration and Supervision**

- 3.1 The Consultant agrees to assign, at all times, one individual of significant decision-making and supervisory capacity in the firm, who will be conveniently available on a daily basis as the Consultant's "Primary Representative" assigned to the New Bedford School Department. This individual shall be responsible for review of billing matters, general problem resolution and other matters relating to daily performance of the Consultant.
- 3.2 Consultant's Primary Representative shall furnish to the City's School

Business Administrator a cellular phone number or other similar means, to allow for immediate direct communication with the Primary Representative each and every day school is scheduled, and pupil transportation services are furnished to the New Bedford School Department under this Agreement.

The Consultant's Primary Representative shall be attend meeting(s) of the City's School Committee or any of its subcommittees, concerning operations under the Agreement, after being given sufficient prior notice of such meeting.

- 3.3 The City's School Business Administrator will be the primary contact person supervising the Agreement on behalf of the New Bedford School Department; hereby also reserving the right to designate the City's Transportation Coordinator to personally supervise at any time during the Agreement period, including a representative at each of the New Bedford Public Schools.
- 3.4 The Consultant shall employ a bus dispatcher to work at an office during all hours of operation on school days, and additional days as needed to comply with these specifications. The office shall be equipped with a telephone, fax machine, 2-way radio and other similar means of communications required and shall be at the sole expense of the Consultant. The dispatcher should be familiar with the New Bedford School Department. The dispatcher will be available at last one week prior to school opening to answer questions relating to routing, etc. The dispatcher will not be used as a spare driver, (unless under unusual circumstances and preapproved by the City's School Business Manager) and must be present to accept phone calls and radio communication.

#### **4.0 Penalty Clauses**

The Consultant shall promptly notify the City's Transportation Coordinator sufficiently in advance of any stop, route or run which will, or may, be missed or be late. Failure to so notify the New Bedford School Department on each such occasion is sufficient grounds to impose the penalty sum, notwithstanding the reason for such circumstance. The City's Transportation Coordinator, or a representative he/she may designate, shall receive reports from schools each time the Consultant fails to meet any scheduled service.

- a. The Consultant may be assessed a penalty fee of **one-half the daily Agreement cost** per run for each run (AM or PM run) where a bus is late at any single stop or group of stops unless excused by existence of an unavoidable circumstance. The existence and/or extent of any and every unavoidable circumstance shall be determined by the City's School Business Administrator, in his/her sole discretion. The New Bedford School department may choose in its own discretion to pay the Consultant in the event of extended cancellation that exceeds a minimum of 30 days. If the City chooses to pay and the Consultant disputes the amount, the City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.

b. If the Consultant fails to provide transportation on any school day, for a designated route, run, or stop, he/she shall forfeit an amount equal to the entire per day Agreement Price for the vehicle and shall pay to the City any excess which the City may be forced to pay in order to obtain transportation for that day, and may be further subject to assessment of penalty costs as set forth above in 4.5.a.

c. Penalties shall be assessed for each documented instance when any bus fails to arrive or depart on schedule as the times specified in this Agreement. Penalty shall be one hundred dollars (\$100) for each late arrival and departure unless the City's School Business Administrator determines, pursuant to 4.5.a above, that the reason for failure to perform was unavoidable.

## **5. Standards of Service for Daily Operations**

5.1 The Consultant shall comply with all requirements for school pupil transportation, including those set forth in Mass. General Laws Chapter 90, and the rules and regulations promulgated thereto, current as the date of service and otherwise shall take all necessary precautions to assure the maximum safety and well-being of all students, drivers, City staff and the motoring public, including, but not limited to the following requirements;

- a. Only a valid Massachusetts-licensed bus driver shall operate the vehicle.
- b. Drivers shall obey all traffic laws, rules, and regulations at all times
- c. A driver shall not leave the bus while the engine is running unless it is carrying no passengers.
- d. A driver shall not allow operation of the vehicle if they will transport more persons than the rated passenger capacity of the vehicle, according to the limits set forth in Mass. General Laws Chapter 90, the design of the bus, and the provisions of this Agreement.
- e. Drivers shall not smoke in the buses at any time.
- f. Drivers shall not leave a vehicle unattended while children are in the vehicle, except to assist a person boarding the vehicle, or when an emergency situation dictates otherwise.
- g. Drivers shall be courteous to City staff, and all passengers, and display demeanor in the performance of their duties.
- h. Drivers shall maintain order on their bus. Drivers will not take any disciplinary action against a student nor refuse to transport students to or from any bus stops. Incidents that warrant such action shall be reported in writing within one day to the New Bedford School Department Transportation Coordinator. If, however, a driver determines the safety of anyone aboard is in jeopardy, the driver may take appropriate action in response to the dangerous situation and immediately report the action to the Consultant.
- i. Every driver will be required to conduct a "No Student Aboard"/Bus Empty check at the end of every run/route/each day of service.
- j. Drivers' use of cell phones while operating a school bus shall be limited to the extent permitted by Chapter 414 of Massachusetts Acts of 2000.



- k. All drivers shall be cleared through the Massachusetts CORI (Criminal Offender Record checks) system and fingerprint-based criminal record checks or Criminal History Record Information (CHRI).

The Consultant shall report to the City's School Business Administrator or his/her designee, by phone or fax, immediately after its occurrence, each and every accident or any other event or circumstance which causes delay, any incident which in any way interferes with the strict performance of work described in this Agreement or the standards of service stated herein. A formal written report shall be submitted within 24 hours to the City's School Business Administrator.

The Consultant shall also immediately file with the City's School Business Administrator and Transportation Coordinator copies of each Registry of Motor Vehicle accident report filed with a police department, for any incident which is during the time the vehicle is used under this Agreement. Copies of accident forms shall be maintained on each bus.

- 5.2 The Consultant shall develop, with the approval of the City's School Business Administrator and a New Bedford Police Representative, a notification policy and procedure where drivers will document occasions of disciplinary or other infractions by students on buses, according to any policy as will apply to standards of student conduct on buses during the term of this Agreement.
- 5.3 A copy of specific bus routes shall be given to each driver and kept at all times in the vehicle. Drivers shall be required to keep accurate timepieces in their vehicles or on their person at all times during their work under this Agreement.
- 5.4 The Consultant agrees to provide the City's School Business Administrator, Transportation Coordinator, or their designee a count of the number of student riders by stop on any route whenever requested, but at least once a month.

## **6. Vehicles Used For This Agreement**

- 6.1 The Consultant agrees to use buses manufactured and equipped to conform to Federal safety standards and General Laws of the Commonwealth of Massachusetts, and any regulations promulgated thereto, as currently in force at the time of service, relating to vehicles used to transport school children.
- 6.2 All of the buses operated pursuant to this Agreement shall be eight (8) years old or newer, measured initially from August 1, 2023 and subsequently on

August 1 of each year of the Agreement. All buses must have less than 125,000 miles measured initially from August 1, 2023 and subsequently on August 1 of each year of the Agreement.

- 6.3 Consultant shall maintain a list of vehicles assigned to this Agreement, showing the registration number, manufacturer, model number, Consultant's identifying number and seating capacity of each bus. This list is to be furnished to the City's School Business Administrator or their designee to determine compliance with the Agreement requirement for age of buses.
- 6.4 All buses shall be furnished and maintained with the full complement of all safety equipment required by the Registry of Motor Vehicles, effective upon the date of each required bus inspection, and shall otherwise comply with all applicable motor vehicle laws of this state. Copies of inspection reports on any vehicle shall be furnished to the City's School Business Administrator, Transportation Coordinator or their designee.
- 6.6 The Consultant shall keep all buses clean, in good working condition at all times, and furnish all motor fuels, consumable fluids, tires, maintenance and cleaning supplies and mechanical repair service throughout the entire Agreement, so as to ensure safe and reliable operation of vehicles assigned to this Agreement. The full cost of these maintenance services and supplies shall be assumed by the Consultant and are to be included in the prices set out on the Form for Bid. The Consultant shall, on request, provide the City's School Business Administrator or their designee the maintenance records pertaining to any vehicle employed for service under this Agreement.
- 6.7 During the winter season each vehicle will be equipped to ensure prompt departure of buses, ensuring proper starting and operation, and affording sufficient warmth for passengers and driver and for safe operation of the vehicle
- 6.8 The Consultant must operate or employ a communication system in compliance with the "Narrowbanding Mandate" issued by the FCC permitting two-way verbal communication between each bus in service under the Agreement and the Consultant's dispatch location, sufficient for coverage throughout the entire area of the New Bedford School Department, and for communication while in route to the City from the Consultant's location(s) used for storage/repair of buses assigned to this Agreement. The City's School Transportation Coordinator shall be given access to this radio frequency on equipment provided by the Consultant or through programming service provided on radio equipment of the New Bedford School Department. This requirement can be achieved by

furnishing the New Bedford School Department's Transportation Coordinator a handheld radio.

- 6.9 All buses shall be equipped with a Child Check Mate (or equivalent system) for electronic vehicle inspection.
- 6.10 The Consultant shall furnish the New Bedford School Department, and maintain in good working order, throughout the life of the Agreement at the expense of the Consultant, a minimum of two sets of digital video/audio recording devices, each of the same make and model, compatible with each vehicle's pre-installed housing. The digital video/audio recording devices shall be placed in buses in such manner as may be established by the City's School Business Administrator and/or their designee, and the New Bedford Police Department. Both cameras should face the rear of the bus. The New Bedford School Department has the right to request different camera angles to monitor students.
- 6.11 At times authorized, New Bedford Public School employees may request to view video based on a specific incident that may be in question or occurred. The New Bedford School Department shall make best efforts to request video footage of an incident within two business days of the incident's occurrence. The Consultant must provide video evidence no more than 24 hours after the request is made, the Consultant shall maintain and store the recorded images for a period agreed upon by the New Bedford School Department and the Consultant, but **not less than 10 business days**. All images are the property of the New Bedford School Department.
- 6.12 All buses must be equipped with stop arms.
- 6.13 No bus used for service under this Agreement shall be affixed with the advertising or promotional displays of any kind on either the interior or exterior of any bus.
- 6.14 All buses must be equipped with internal and external speaker/PA system.

## 7. Drivers

- 7.1 All Drivers shall operate their vehicles and shall perform their duties in conformance with policies, rules and procedures set forth by the Consultant for their employees, all State and Local laws and all provisions of this Agreement. New or substitute drivers must meet all requirements in this agreement and shall be given orientation by Consultant to these rules and to any route(s) driven.
- 7.2 The Consultant agrees to submit, prior to the start of each school year, reports on each driver to be assigned to this Agreement, including regular and substitute drives, detailing

name, age, work experience, license information and certification of health clearance for this work. The list of drivers shall be kept current and furnished promptly to the City's School Business Administrator or their designee at any time upon request.

- 7.3 Drivers shall not be permitted to carry any other person other than school officials, teachers, or chaperones while carrying students without the express prior written permission of the City's School Business Administrator or their designee. Exceptions to prohibition are Consultant's employees such as supervisors, student drivers and trainees.
- 7.4 The City's School Business Administrator, Transportation Coordinator or his designee, the New Bedford Police representative, or such persons they may so authorize, reserve the right to randomly re-check credentials of any driver at any time during the Agreement period, and demand substitution or replacement, if deemed in the City's sole discretion to be in the best interests of the New Bedford School Department to do so.
- 7.5 The Consultant shall conduct periodic in-service training and safety programs for all drivers, including spare/replacement drivers, in conformance with Ch. 878, Mass Acts of 1975. These meetings shall be mandatory for all drivers. A plan for such training shall be submitted prior to the start of each school year and implemented subject to the approval of the City's School Business Administrator. Consultant's drivers may be scheduled at the Consultant's expense, at a location in New Bedford, to discuss school bus transportation in New Bedford and cover such training and safety issues.
- 7.6 The Consultant agrees to conduct at their own expense an ongoing random drug and alcohol testing program for all drivers assigned to this Agreement, in compliance with laws and regulations promulgated for Federal Department of Transportation Commercial Driver Licensing, or for those engaged in student transportation, whichever is the more stringent.
- 7.7 No individual in possession of a drug or convicted of a drug or alcohol related offense within ten (10) years, shall be eligible to be a driver for students under this Agreement. No individual who is a convicted felon or convicted of child abuse shall be eligible to be a driver for students under this Agreement.
- 7.8 Any driver considered in violation of laws referred to or required by the standards herein, or provisions in this Agreement for service by the Consultant, may be deemed by the New Bedford School Department as sufficient cause to invoke the disciplinary procedures of the Consultant. This will occur upon notification by the City's School Business Administrator or their designee, or the New Bedford Police Department, and may include a request for substitution or replacement of said driver(s) if deemed by the City in its sole discretion to be in the best interest of the New Bedford Public Schools to so request.

## **8. ADA, Regulatory, Compliance and Standards**

- 8.1 Consultant is expected to provide services and commodities that are in compliance with Section 504 of the Federal Rehabilitation Act of 1973, the American with Disabilities Act 1990, the Telecommunications Act of 1996, and all successor federal and related legislation throughout the term of this Agreement.

Attachment B

City of New Bedford  
New Bedford Public Schools  
IFB #23300095

Vendor Bid Form – School Transportation Package 2  
for

School Year 2023-2026 with renewal options for 2027 and 2028

DATE: \_\_\_\_\_

TO: **CITY OF NEW BEDFORD**  
**C/O NEW BEDFORD PURCHASING DEPARTMENT**  
**133 WILLIAM ST., ROOM 208**  
**NEW BEDFORD, MASSACHUSETTS 02740**

A) The Undersigned proposes to provide School Transportation Services in accordance with the enclosed bid documents and specifications.

B) Please complete Section C for unit pricing and then submit proposed total bid amount. Also, complete Section D for renewal pricing for School years 2027 and 2028. Please complete Section E for Bus Monitors. Discrepancies between the written and numerical amounts for total bid price shall be resolved in favor of words. Discrepancies between any unit prices and their respective total amounts will be resolved in favor of unit prices. In any given year during the contract year NBPS may need to increase or decrease the number of seventy-one passenger buses. Any increase/decrease will be at the unit prices specified on this bid form.

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

(Printed)

(Authorized Signature)

Title: \_\_\_\_\_ Email: \_\_\_\_\_

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

**C) INITIAL TERM (3 YEARS)**

**C.1 REGULAR ROUTE BUSES:**

**Year 1**

**Single Tier Bus Routes: 2 Single Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 2 Buses x 180 days = \$ \_\_\_\_\_ annually

**Double Tier Bus Routes: 16 Double Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 16 Buses x 180 days = \$ \_\_\_\_\_ annually

**Year 2**

**Single Tier Bus Routes: 2 Single Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 2 Buses x 180 days = \$ \_\_\_\_\_ annually

**Double Tier Bus Routes: 16 Double Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 16 Buses x 180 days = \$ \_\_\_\_\_ annually

**Year 3**

**Single Tier Bus Routes: 2 Single Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 2 Buses x 180 days = \$ \_\_\_\_\_ annually

**Double Tier Bus Routes: 16 Double Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 16 Buses x 180 days = \$ \_\_\_\_\_ annually

**C.2 LATE BUSES:**

The contractor will be responsible for late buses associated with any school in this package.

These routes are approximately 45 minutes.

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 4 Buses x 160 days = \$ \_\_\_\_\_ annually

The number of days may vary based on start and stop date.

This is a fixed price for the initial 3-year term and two, 1-year renewal options.

**Total 3 Year Price:**

\$ \_\_\_\_\_ annually x 3 years = \$ \_\_\_\_\_

**TOTAL BID PRICE - C.1 (all) + C.2 (3-year price only):**

\$ \_\_\_\_\_

(numerical)

---

(Written bid amount)

## **D) REGULAR BUS ROUTE RENEWAL YEARS**

### **Option Year 4**

#### **Single Tier Bus Routes: 4 Single Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 2 Buses x 180 days = \$ \_\_\_\_\_ Annually

#### **Double Tier Bus Routes: 19 Double Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 16 Buses x 180 days = \$ \_\_\_\_\_ Annually

### **Option Year 5**

#### **Single Tier Bus Routes: 4 Single Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 2 Buses x 180 days = \$ \_\_\_\_\_ Annually

#### **Double Tier Bus Routes: 19 Double Tier Bus Routes**

Bid Price per Bus per Day: \$ \_\_\_\_\_ x 16 Buses x 180 days = \$ \_\_\_\_\_ Annually

## **E) BUS MONITORS**

(If it is determined by the school district that a bus monitor is needed on a route.)

### **Year 1**

Bid Price per hour for a bus monitor: \$ \_\_\_\_\_

### **Year 2**

Bid Price per hour for a bus monitor: \$ \_\_\_\_\_

### **Year 3**

Bid Price per hour for a bus monitor: \$ \_\_\_\_\_

### **Year 4**

Bid Price per hour for a bus monitor: \$ \_\_\_\_\_

### **Year 5**

Bid Price per hour for a bus monitor: \$ \_\_\_\_\_



## Attachment C

City of New Bedford

New Bedford Public Schools

IFB #23300095

### Fuel Adjustment Form

The monthly cost of the contract will be adjusted if fuel prices reflect fluctuation of \$.30 per gallon less than or greater than the base price established at the time of the bid.

1. For this contract, the base price for motor fuel (gasoline and diesel) shall be the price posted (listed price) by the United States Energy Information Administration for the New England region on August 1, 2023. [www.eia.gov](http://www.eia.gov)
2. On the last day of each month of the contract, the selected vendor shall document and report to the New Bedford Public School, the difference between the listed price and the base price.
3. The standard fuel consumption rate shall be five (5) miles per gallon (MPG) for gasoline and six (6) miles per gallon (MPG) for diesel per regular school bus.
4. The mileage per bus per day shall be set at the estimated mileage for each trip.
5. The mileage per bus per day shall be divided by the MPG listed in 3.
6. The difference between the listed price and the base price shall be multiplied by the figure in 5.
7. The figure obtained in 6 shall be known as the FUEL ADJUSTMENT PRICE per bus per day and the billings by the Consultant shall be increased or decreased accordingly on monthly billings to the New Bedford Public Schools.

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Signature of Authorized Representative

---

Name (Printed)

---

Date

Attachment D

| School Times                 |  |      |      |            |
|------------------------------|--|------|------|------------|
|                              |  | In   | Out  | # of buses |
|                              |  |      |      |            |
| New Bedford High School      |  | 7:28 | 2:40 | 22         |
| Whaling City Alternative     |  | 7:30 | 2:09 | 2          |
| Parenting Teens Program      |  | 8:00 | 2:00 | 2          |
| Normandin Middle School      |  | 7:50 | 2:30 | 7          |
| Roosevelt Middle School      |  | 7:50 | 2:30 | 1          |
| Ashley Elementary School     |  | 8:15 | 2:30 | 1          |
| Campbell Elementary School   |  | 8:15 | 2:30 | 1          |
| Carney Elementary School     |  | 8:15 | 2:30 | 2          |
| Congdon Elementary School    |  | 8:15 | 2:30 | 1          |
| Gomes Elementary School      |  | 7:55 | 3:30 | 4          |
| Hathaway Elementary School   |  | 8:15 | 2:30 | 2          |
| Jacobs Elementary School     |  | 8:15 | 2:30 | 1          |
| Pulaski Elementary School    |  | 8:45 | 3:00 | 7          |
| Alma Del Mar Ottiwell Campus |  | 8:30 | 3:30 | 6          |
| Alma Del Mar Douglass Campus |  | 8:30 | 3:30 | 8          |
| St Teresa of Calcutta School |  | 8:00 | 2:30 | 1          |
| All Saints Catholic School   |  | 8:00 | 2:30 | 1          |
| Our Sisters                  |  | 8:00 | 4:15 | 1          |

Attachment E

**PACKAGE 2**

**Late Runs/Dual Enrollment Transportation**

1. Normandin Middle School-Late Run (South): Start 3:30 pm; duration one hour approximately
2. Normandin Middle School-Late Run (North): Start 3:30 pm; duration one hour approximately
3. Normandin Middle School-Late Run (ALL): Start 4:00 pm; duration one hour approximately
4. Alma Del Mar -Douglass Campus-Late Run (South): Start 4:30 pm; duration one hour approximately
5. Alma Del Mar - Douglass Campus-Late Run (North): Start 4:30 pm; duration one hour approximately
6. Alma Del Mar - Ottiwell Campus-Late Run (ALL): Start 4:30 pm; duration one hour approximately

## Attachment F

### PACKAGE 2

| AM      |                              |         |                              |  | PM      |                              |                           |                              |
|---------|------------------------------|---------|------------------------------|--|---------|------------------------------|---------------------------|------------------------------|
| Teir 1  |                              | Teir 2  |                              |  | Teir 1  |                              | Teir 2                    |                              |
| Time    | School                       | Time    | School                       |  | Time    | School                       | Time                      | School                       |
| 7:30 AM | Whaling City Alternative     | 8:30 AM | Alma Del Mar Ottiwell Campus |  | 2:09 PM | Whaling City Alternative     | 3:30 PM                   | Alma Del Mar Ottiwell Campus |
| 7:30 AM | Whaling City Alternative     | 8:30 AM | Alma Del Mar Ottiwell Campus |  | 2:09 PM | Whaling City Alternative     | 3:30 PM                   | Alma Del Mar Ottiwell Campus |
| 7:50 AM | Normandin Middle School      | 8:30 AM | Alma Del Mar Ottiwell Campus |  | 2:30 PM | Normandin Middle School      | 3:30 PM                   | Alma Del Mar Ottiwell Campus |
| 7:50 AM | Normandin Middle School      | 8:30 AM | Alma Del Mar Ottiwell Campus |  | 2:30 PM | Normandin Middle School      | 3:30 PM                   | Alma Del Mar Ottiwell Campus |
| 7:50 AM | Normandin Middle School      | 8:30 AM | Alma Del Mar Ottiwell Campus |  | 2:30 PM | Normandin Middle School      | 3:30 PM                   | Alma Del Mar Ottiwell Campus |
| 7:50 AM | Normandin Middle School      | 8:30 AM | Alma Del Mar Ottiwell Campus |  | 2:30 PM | Normandin Middle School      | 3:30 PM                   | Alma Del Mar Ottiwell Campus |
| 7:50 AM | Normandin Middle School      | 8:30 AM | Alma Del Mar Ottiwell Campus |  | 2:30 PM | Normandin Middle School      | 3:30 PM                   | Alma Del Mar Ottiwell Campus |
| 7:50 AM | Normandin Middle School      | 8:30 AM | Alma Del Mar Douglass Campus |  | 2:30 PM | Normandin Middle School      | 3:30 PM                   | Alma Del Mar Douglass Campus |
| 7:50 AM | Normandin Middle School      | 8:30 AM | Alma Del Mar Douglass Campus |  | 2:30 PM | Normandin Middle School      | 3:30 PM                   | Alma Del Mar Douglass Campus |
| 7:50 AM | Normandin Middle School      | 8:30 AM | Alma Del Mar Douglass Campus |  | 2:30 PM | Normandin Middle School      | 3:30 PM                   | Alma Del Mar Douglass Campus |
| 8:00 AM | St Teresa of Calcutta School | 8:30 AM | Alma Del Mar Douglass Campus |  | 2:30 PM | St Teresa of Calcutta School | 3:30 PM                   | Alma Del Mar Douglass Campus |
| 8:00 AM | All Saints Catholic School   | 8:30 AM | Alma Del Mar Douglass Campus |  | 2:30 PM | All Saints Catholic School   | 3:30 PM                   | Alma Del Mar Douglass Campus |
| 7:50 AM | Roosevelt Middle School      | 8:30 AM | Alma Del Mar Douglass Campus |  | 2:30 PM | Roosevelt Middle School      | 3:30 PM                   | Alma Del Mar Douglass Campus |
| 8:15 AM | Carney Academy               | 8:30 AM | Alma Del Mar Douglass Campus |  | 2:30 PM | Carney Academy               | 3:30 PM                   | Alma Del Mar Douglass Campus |
| 8:15 AM | Carney Academy               | 8:30 AM | Alma Del Mar Douglass Campus |  | 2:30 PM | Carney Academy               | 3:30 PM                   | Alma Del Mar Douglass Campus |
| 8:00 AM | Parenting Teens Program      | 8:15 AM | Campbell Elementary School   |  | 2:00 PM | Parenting Teens Program      | 2:30 PM                   | Campbell Elementary School   |
| 8:00 AM | Parenting Teens Program      | 8:15 AM | Ashley Elementary School     |  | 2:00 PM | Parenting Teens Program      | 2:30 PM                   | Ashley Elementary School     |
|         |                              | 8:15 AM | Jacobs Elementary School     |  |         | 2:30 PM                      | Jacobs Elementary School  |                              |
|         |                              | 8:15 AM | Congdon Elementary School    |  |         | 2:30 PM                      | Congdon Elementary School |                              |
|         |                              |         |                              |  |         |                              |                           |                              |



Attachment G

**CITY OF NEW BEDFORD**

**Jonathan F. Mitchell, Mayor**

**CITY OF NEW BEDFORD  
MASSACHUSETTS**

**VOTE OF CORPORATION AUTHORIZING  
EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of \_\_\_\_\_ duly called and

held on \_\_\_\_\_, 20\_\_\_\_ at which a quorum was present and acting  
throughout, the following vote was duly adopted.

VOTED: That \_\_\_\_\_, a \_\_\_\_\_ of the corporation,  
be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the  
corporation contract documents with the City of New Bedford, the above mentioned documents to include  
but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts,  
Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company  
bonds to secure bids and proposals and the performance of said contract and payment for labor and  
materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall  
deem proper. A true copy.

ATTEST:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

(Affix Corporate Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CITY OF NEW BEDFORD, MASSACHUSETTS**  
**LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY**

This certificate is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, member and Manager of \_\_\_\_\_,  
(individual authorized to sign below) (company name)

a Massachusetts Limited Liability Company.

The undersigned member and Manager of \_\_\_\_\_, a Massachusetts Limited Liability  
(company name)

Company, being duly authorized to execute documents to be filed with Office of the Secretary of State of  
Massachusetts, hereby does state as follows:

1. The \_\_\_\_\_ between the City of New Bedford and \_\_\_\_\_  
(name of contract) (company name)  
is approved by \_\_\_\_\_.  
(company name)
2. \_\_\_\_\_ is a duly qualified and acting member and the Manager of  
(individual authorized to sign below)  
\_\_\_\_\_.  
(company name)
3. \_\_\_\_\_ hereby is authorized to execute the \_\_\_\_\_ between the  
(individual authorized to sign below) (name of contract)  
City of New Bedford and \_\_\_\_\_.  
(company name)

IN WITNESS WHEREOF, I have affixed my name as member and Manager of  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(company name)

\_\_\_\_\_  
(Name of individual)

\_\_\_\_\_, SS.

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, 20\_\_

Then personally appeared the above-named \_\_\_\_\_,  
(Name of individual)  
member and Manager of \_\_\_\_\_ and acknowledged the foregoing  
(company name)  
statements to be true and the foregoing instrument to be his free act and deed and the free act  
and deed of \_\_\_\_\_, before me,  
(company name)

\_\_\_\_\_  
Signature

Printed name:  
Notary Public/Justice of the Peace

My commission Expires: \_\_\_\_\_

**CITY OF NEW BEDFORD  
MASSACHUSETTS**

**NON-COLLUSION AND TAX COMPLIANCE FORM**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certified under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of individual submitting bid

\_\_\_\_\_  
Name of business/organization

---

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**TAX COMPLIANCE CERTIFICATION**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named business/organization, do hereby certify under the pains and penalties of perjury that said Consultant has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of person submitting bid

\_\_\_\_\_  
Name of business/organization

Attachment I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Consultant)

a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture or Individual)

\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
(Surety) (City & State)

\_\_\_\_\_ hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City of New Bedford, Massachusetts, hereinafter called "City", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Construction Contract"), for the construction described as follows: \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the Construction Contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the City has declared the Principal in default of the Construction Contract or any provision thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the City. The City need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the City, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the City, in a manner and at such time as the City shall decide, for all costs and expenses incurred by the City in performing and completing the work of the Construction Contract. Surety will keep City reasonably informed of the progress, status and results of any investigation of any claim of the City.



If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the City shall be entitled to enforce any remedy available to the City.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Consultant Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ ( ) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

|                       |    |                    |
|-----------------------|----|--------------------|
|                       |    | _____              |
|                       |    | Principal          |
| _____                 | By | _____              |
| (Principal Secretary) |    | _____              |
|                       |    | _____              |
|                       |    | _____              |
|                       |    | _____              |
|                       |    | (Address-Zip Code) |

|                         |        |
|-------------------------|--------|
| _____                   | (SEAL) |
| Witness as to Principal |        |
| _____                   |        |
| _____                   |        |
| (Address-Zip Code)      |        |

ATTEST:

|       |    |                    |
|-------|----|--------------------|
|       |    | _____              |
|       |    | Surety             |
| _____ | By | _____              |
|       |    | (Attorney-in-Fact) |
|       |    | _____              |
|       |    | _____              |
|       |    | (Address-Zip Code) |

|                      |        |
|----------------------|--------|
| _____                | (SEAL) |
| Witness as to Surety |        |
| _____                |        |
| _____                |        |
| (Address-Zip Code)   |        |

NOTE:            Date of Bond must not be prior to date of Contract. If Consultant is a Partnership, all partners should execute Bond.



MAURA HEALEY  
Governor

KIM DRISCOLL  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

**As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

LAUREN JONES  
Secretary

MICHAEL FLANAGAN  
Director

**Awarding Authority:** City of New Bedford Purchasing  
**Contract Number:** 23300095 **City/Town:** NEW BEDFORD  
**Description of Work:** The City of New Bedford Purchasing Department, in conjunction with New Bedford Public Schools (NBPS), is seeking bids for Student Transportation Services- Package 2.  
**Job Location:** 133 William St, New Bedford, MA 02740

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**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- **The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor.** For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

| Classification                   | Effective Date | Base Wage | Health | Pension | Supplemental<br>Unemployment | Total Rate |
|----------------------------------|----------------|-----------|--------|---------|------------------------------|------------|
| <b>School Bus</b>                |                |           |        |         |                              |            |
| School Bus Driver                | 04/01/2019     | \$23.06   | \$-    | \$0.00  | \$0.00                       | \$23.06    |
| <i>SCHOOL BUS - 1363 BONANZA</i> |                |           |        |         |                              |            |

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Attachment K

**Contract Information**

List of all pupil transportation contracts currently held by bidder, and all pupil transportation contracts in New England States held by bidders within the last five (5) school years (from 2017-2022 school year).

Attach additional copies as necessary.

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**Municipality/Organization:**

**Contact Person Reference:**

**Name:**

**Email:**

**Phone:**

**Contract Term:**

**Contract Amount:**

**Number of Students transported:**

**Number of buses used/size:**

**Contract Status:** current / expired

**Reason for termination (past):** Expired/ other

**If other, please explain:**

**Municipality/Organization:**

**Contact Person Reference:**

**Name:**

**Email:**

**Phone:**

**Contract Term:**

**Contract Amount:**

**Number of Students transported:**

**Number of buses used/size:**

**Contract Status: current / expired**

**Reason for termination (past): Expired/ other**

**If other, please explain:**

**Municipality/Organization:**

**Contact Person Reference:**

**Name:**

**Email:**

**Phone:**

**Contract Term:**

**Contract Amount:**

**Number of Students transported:**

**Number of buses used/size:**

**Contract Status: current / expired**

**Reason for termination (past): Expired/ other**

**If other, please explain:**

Attachment L

Vehicle Information

Please provide a comprehensive fleet schedule that will be used for student transportation.

Attachment M

**CITY OF NEW BEDFORD, MASSACHUSETTS  
AGREEMENT FOR GOODS AND SERVICES**

**Contract #23300095**

**Student Transportation- Package 2**

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**DATE:**

**WHEREAS**, the **CITY OF NEW BEDFORD, MASSACHUSETTS**, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the “City,” or as the “New Bedford School Department,” acting by and through its New Bedford Public Schools, has a need for a consultant to provide student transportation services for the New Bedford Public Schools.

**WHEREAS**, WRITE IN VENDOR, a [corporation, business, etc] located at WRITE IN ADDRESS, hereinafter referred to as the “Consultant,” submitted a proposal to perform the Scope of Services described herein in Appendix “A” and undertake related duties and responsibilities required under this Agreement; and

**WHEREAS**, the Consultant’s proposal indicates that it is qualified by experience and training to perform said Scope of Services and undertake the duties and responsibilities required under this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant hereby agree as follows:

This Agreement is comprised of Part I and Part II, and includes all appendices, attachments, submitted documents, addenda, technical proposal, the price proposal and all documented negotiations relevant to the proposal. Part I includes details of the services to be performed, schedule of the services, and compensation. Part II contains the Terms and Conditions of the Agreement, which are the general terms of the engagement between the City and Consultant.



## PART I SCOPE OF SERVICES

The complete Scope of Services and unit prices are contained herein in Appendixes **A and B, respectively** ~~[remove/change reference to appendixes if they vary from A and B]~~. The Scope of Services may be modified by written agreement of the City and Consultant, provided any such modification complies with applicable law. The Consultant shall perform services by specific Task authorized by its proposal or on an as needed basis by Change Order or Work Order in accordance with this Agreement.

## PART II TERMS AND CONDITIONS

The City's engagement of the Consultant is under the following terms and conditions that form an integral part of this Agreement:

1. **Scope:** The Scope of Services, Schedule, and Budget encompass the entire time of performance of the Agreement regardless of whether the term exceeds one (1) year. See Appendix A for full Scope of Services.
2. **Prices; Term:** All prices contained in this Agreement shall remain the same throughout the term of the Agreement. The term of this Agreement shall be for three years, beginning July 1, 2023 and ending June 30, 2026. This Agreement may be extended twice for additional term(s) of one year each at the sole discretion of the City. If option to renew is exercised for additional term(s), the terms will remain the same.
3. **Appropriation; Termination:** The City may terminate this Agreement if funds are not appropriated to support continuation of performance beyond the first year.
4. **Payment Responsibility:** Payment to Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
5. **Acceptance:** All Contracts require proper acceptance of the described goods or services by the City. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the City to ensure that the goods or services are complete and are as specified in the Contract.
6. **The Consultant:** \_\_\_\_\_
7. **Commencement:** All schedules set forth in the Scope of Services commence upon the execution of this Agreement.
8. **Compensation:** The City will compensate Consultant for the satisfactory performance of the Tasks included in the Scope of Services as agreed upon in **Appendix A**. Total compensation for all services rendered by the Consultant in the Term of this Agreement shall not exceed \_\_\_\_\_, unless authorized by a Change Order duly executed by Consultant and the City.
  - 8.1 Prices as appear on the Bid Form shall be the prices which shall be paid to the Consultant, as just and fair compensation for the costs of service according to the terms of service herein for the entire Agreement period, and shall not be changed during said term, except as provided for in this Agreement.
  - 8.2 A prevailing wage rate, which shall apply to drivers under this Agreement for the duration of the Agreement, has been established by the Commonwealth of Massachusetts, and shall be paid to those employees of the Consultant to whom the rate applies. The wage rate determination for this Agreement is attached hereto in **Appendix \_\_\_\_**.
  - 8.3 The Consultant shall present bills directly to the New Bedford School Department's Business Office for all services contained in this Agreement. The New Bedford School Department reserves the right to institute a schedule of billing and periodic payments for service, and to establish the form of invoice for presentment to the New Bedford School Department. Unless the New Bedford School Department so establishes a different schedule of billing and periodic payments, invoices for services shall be presented by Consultant monthly.

The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.

- 8.4 Adjustment of Agreement price arising from modifications to routes or runs agreed to between the New Bedford School Department and the Consultant shall be made according to the cost adjustment amounts set forth of the Bid Form. Upon thirty (30) days' notice by the New Bedford School Department, the City may on its own choose to add, discontinue or modify any particular route, or stop, and that the calculation of payments due the Consultant will be adjusted to reflect such change according to the above mentioned.
- 8.5 Penalties will be assessed when any bus fails to arrive or depart on schedule. Penalty will be assessed pursuant to Section 4 of the Scope of Services, unless waived by the City's School Business Administrator in the manner set forth therein.
- 8.6 The City will pay the regular charge for the buses in service that month, less sums assessed under penalty clauses, and so inform the Consultant of such assessment, in advance of processing each invoice for payment. Any such assessment which the Consultant disputes shall be accounted for separately from and not included in all subsequent requests for payment. The Consultant shall submit a separate statement in subsequent requests of such penalty assessments or amounts in dispute.
- 8.9 The Consultant may petition the New Bedford School Department for adjustment to the contract price relating to fuel adjustment, pursuant to the requirements set forth in the Fuel Cost Adjustment form. The School Department may also elect to invoke this fuel adjustment clause.

9. **Insurance:** Prior to commencement of an Agreement, the Vendor shall obtain at its own cost and expense, the required insurance from insurance companies licensed in their state, carrying a Best's Financial Rating of "A-" or better, and shall provide evidence of such insurance to the City of New Bedford (City). The policies or certificates thereof shall provide that 30 days prior to cancellation or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies.

If at any time any of the policies required herein shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the City for approval and submit a certificate thereof. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the City may be declared suspended, discontinued or terminated. Failure of the Consultant to provide and maintain any of the required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the Consultant concerning indemnification. The City may waive the requirement of coverage type or amount if not reasonably available and if the City deems it to be in the best interest to do so.

This agreement becomes part of the contract and/or purchase order for which the Consultant is performing services to City of New Bedford.

- A. Consultant shall maintain workers compensation, general liability, and automobile for the minimum amount required by the contract that this contract applies to or as outlined below. Insurance coverages and certificates shall be provided and include City of New Bedford as an additional insured, on a primary and non-contributory basis, on all liability policies. The Consultant shall be held responsible for any modifications, deviations or omissions in the compliance with these requirements by the subcontractors.

- B. Minimum required insurance limits (coverage on an occurrence basis):

Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

Employers Liability (Coverage "B" on the Workers Compensation Policy)

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

Commercial Automobile

- \$5,000,000 Combined Single Limit/Bodily Injury and Property Damage
- \$5,000,000 Hired/Non Owned Auto

- C. Any Consultant who does not carry worker's compensation insurance coverage to protect himself personally from work-related injuries hereby releases, holds harmless and indemnifies the City from any injuries that may occur to the Consultant himself during the course of the project. In no way does this provision affect the absolute duty of every Consultant to provide worker's compensation insurance coverage to each and every one of their employees and himself according to the provisions of this Agreement and all applicable state and federal laws.
- D. To the fullest extent permitted by law, the Consultant hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the City, and any of the officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Contractor's work under this contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the Consultant, its employees, agents or sub-contractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.
- E. All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of contractor's insurance, except for nonpayment. Consultant must furnish the certificate referred to above as an express condition precedent to the Contractor's duty to make any progress payments to Consultant pursuant to this Agreement.
- F. The Consultant hereby acknowledges its obligation under the forgoing paragraph to indemnify the City of New Bedford against judgments suffered because of the contractor's work and to assume the cost of defending the City against claims as described in the forgoing paragraph.

At the execution of this Agreement, Consultant shall furnish certificates of insurance evidencing the above coverage to the City for the City's review and approval.

10. **Indemnification:** Consultant agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent of its applicable insurance coverage and to the extent that such judgments, losses, damages or expenses are caused by Consultant's negligent acts, errors, or omissions arising out of its performance of services under this Agreement. This obligation shall survive the termination or expiration of this Agreement.
11. **Delays:** Consultant shall not be responsible for failure to perform or for delays in the performance of services that arise out of causes beyond the control and/or without the fault or negligence of Consultant. Consultant shall notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
12. **Services for Use of City:** Consultant's services shall be performed on behalf of and solely for the benefit and exclusive use of the City and the City's agents and designees for the limited purpose set forth in this Agreement. The City acknowledges that Consultant's services require decisions that are not necessarily based upon science, but rather upon judgmental considerations.
13. **Ownership and Use of Documents:** All documents prepared or received by Consultant in its performance of this Agreement, including all drawings, designs, specifications, notes, field notes, computer files, data and other documents shall be delivered to and become the property of City. Consultant agrees not to assert any rights or establish any claim under patent, copyright or other laws with respect to the City's ownership of said

documents and hereby grants the City an irrevocable royalty-free license to all such documents, including the right to use them on any other City projects without additional cost to the City. Consultant bears no responsibility whatsoever for reuse by the City of documents prepared under this Agreement for any other purpose than originally intended. Consultant shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of this Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material or publication through any medium of communication. If the Consultant, or any of its officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

14. **Confidential Information:** Consultant acknowledges that its services hereunder are being rendered to the City of New Bedford. Communications, reports, findings, conclusions, theories, and other work, however characterized, performed by Consultant hereunder is not to be divulged to any person or entity other than the City of New Bedford, or persons designated as privileged to receive such information. Consultant further acknowledges that it may receive confidential information as it provides services under this Agreement and agrees that neither it nor its employees, officers, agents, attorneys, subcontractors or other representatives, however described, shall discuss, relay, transmit or otherwise divulge such information in person or by print or electronic media, whether by telephone or e-mail, with or to any person who is not privileged to receive such information by virtue of this Agreement or applicable state or federal law, statute or regulation. This prohibition is absolute, the violation of which will constitute grounds for the City's termination of this Agreement and collection of any associated damages incurred by the City.
15. **Independent Contractor:** Consultant is an independent contractor, solely responsible for methods and means used in performing the services under this Agreement, and is not an employee, agent, or partner of the City. Consultant is not authorized to enter into any agreement with any party on behalf of the City.
16. **Certifications:** Consultant certifies under the pains and penalties of perjury pursuant to M.G.L. c. 62C, § 49A that the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c. 152.
17. **Licenses; Permits:** The Consultant also represents that s/he is qualified to perform all services required under this Agreement and has obtained all requisite licenses and permits to perform these services.
18. **Appropriations; City's Obligations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City's obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Consultant's receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Consultant's yearly costs, as contained herein, may not exceed the amount appropriated for the year.
19. **Records; Inspection:** The Consultant shall maintain books, records and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Consultant which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, reviews, and copying of records.

20. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail to \_\_\_\_\_ for the Consultant and Purchasing Department, 133 William Street, Room 208, New Bedford, Massachusetts, 02740 for the City.
21. **Representations; Reliance:** In entering into this Agreement, the City and Consultant have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered part of this Agreement or a basis upon which the City or Consultant relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Consultant.
22. **No Inducement:** Consultant certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Agreement.
23. **Solicitation:** Consultant certifies that no person, corporation or other entity, other than a bona fide full-time employee of Consultant, has been retained or hired by Consultant to solicit for or in any way assist Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the Agreement to Consultant.
24. **Accounting:** Consultant agrees to maintain internal accounting controls and permit the City to view its audited financial statements in camera at Consultant's offices upon city's request.
25. **Waivers:** A waiver by either the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or Consultant shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
26. **Invalidity; Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
27. **Termination for Cause:** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure its failed performance or to submit a plan for such cure acceptable to the other party. All notices hereunder shall be delivered by certified mail, return receipt requested.
28. **Termination for Convenience:** The City may terminate or suspend performance of this Agreement for the City's convenience upon Consultant's receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant's receipt of such notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant's compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant's failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 14 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.
29. **Dispute Resolution:** The City and Consultant agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ADR) as they may mutually agree upon. City and Consultant agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

30. **Successors and Assigns:** The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement. Neither the City nor the Consultant shall assign or transfer any interest in the Contract without the written consent of the other.
31. **Assignment; Transfer of Ownership:** Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Consultant's business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Further, except as noted in the Scope of Services, Consultant shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City.
32. **Project Manager:** Consultant's Project Manager shall be available to direct and coordinate activities of the project to ensure that the project progresses on schedule and within the prescribed budget. Any change in Project Manager assigned to the City by Consultant requires the written approval of the City or its designee.
33. **Staffing:** Consultant agrees to staff the project with a sufficient number of qualified personnel ("Project Team"), supervised by Consultant's Primary Representative as described in section 4.1 of the Scope of Services, to assure at all times effective and timely management, administration and superintendence with respect to the services to be provided by Consultant under this Agreement. The City may require replacement of any member of the Project Team and may require increased levels of staffing by Consultant if necessary to achieve proper management, administration, and superintendence. Consultant shall not replace members of the Project Team without prior written consent of the City which consent shall not be unreasonably withheld.
34. **Laws Governing Consultant:** Consultant' activities hereunder shall be governed by the laws of the Commonwealth of Massachusetts, unless otherwise specified.
35. **Entire Agreement:** This Agreement, together with all Attachments, Appendices, Addenda (if applicable), the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements, and Certificate as to Payment of State Taxes constitute the entire Agreement between the City and Consultant and supersede all prior written or oral understandings. This Agreement and said Attachments, Appendices, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and Consultant.
36. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless otherwise specified.
37. **Paragraph Headings:** The paragraph headings in this Agreement are for convenience of reference only and in no way define, increase or limit the scope or intent of any provision of the Agreement.
38. **Authorized Signature:** The undersigned individual, who has signed and executed this Agreement on behalf of Consultant, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by Consultant to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims

and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT, AS OF THE DATE FIRST SET FORTH ABOVE.

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|---|---|
| <div>Write in Consultant's Company Name</div> <div></div> <div>By: Write in consultant's name</div> <div>Title: Write in consultant's title</div> | <div>City of New Bedford, Massachusetts</div> <div></div> <div>By: Jonathan F. Mitchell</div> <div>Title: Mayor</div>           |
| <div>CERTIFIED that funds are available</div> <div></div> <div>By: Brennan Morsette</div> <div>Title: Assistant City Auditor</div>                | <div>Write in City Department</div> <div></div> <div>By: Department Head's Name</div> <div>Title: Department Head's Title</div> |
| <div>APPROVED as to Form and Legality</div> <div></div> <div>By: Elizabeth McNamara</div> <div>Title: First Assistant City Solicitor</div>        | <div>Chief Financial Office</div> <div></div> <div>By: Michael Gagne</div> <div>Title: Interim Chief Financial Officer</div>    |
| <div>Purchasing Department</div> <div></div> <div>By: Molly Gilfeather</div> <div>Title: Director of Purchasing</div>                             |   |



## APPENDIX A

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### SCOPE OF SERVICES

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APPENDIX B  
PRICING