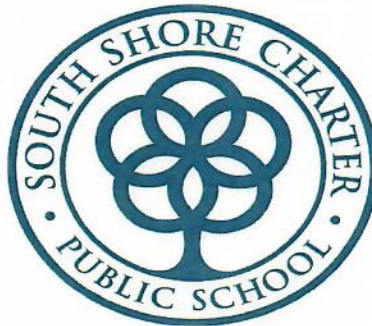


**Revised (Includes Addendum Changes)**  
**INVITATION FOR BID**

REGIONAL SCHOOL BUS TRANSPORTATION  
SERVICES

FOR  
South Shore Charter Public School



April 26, 2022

SOUTH SHORE CHARTER PUBLIC SCHOOL NOTICE OF  
INVITATION FOR BIDS

REGIONAL SCHOOL BUS TRANSPORTATION SERVICES  
FOR THE SOUTH SHORE CHARTER PUBLIC SCHOOL

Interested contractors/companies are invited to submit sealed bids to the South Shore Charter Public School (the "School") for REGIONAL SCHOOL BUS TRANSPORTATION SERVICES beginning School Year 2022-2023 (August 2022 – June 2023). The School intends to award a contract for services for a term of three (3) academic years. A complete set of bid documents may be obtained at the office of the Director of Finance, located at 700 Longwater Drive, Unit 100, Norwell, MA 02061 or by calling 781-982-4202 x106. The bid documents will also be available on the South Shore Charter Public School website [sscps.org](http://sscps.org). All prospective bidders shall contact the Director of Finance to be entered onto the official prospective bidders listing.

A pre-bid conference for all interested contractors/potential bidders will be held on Tuesday, May 3, 2022, at 9:00 a.m. at the office of the Director of Finance, 700 Longwater Drive, Unit 100, Norwell, MA 02061. Please use left side entrance of building.

Bids will be accepted at the School's Business Office, 700 Longwater Drive, Norwell, MA 02061 until **2:00 p.m. on Wednesday, May 11, 2022**, at which time bids will be publicly opened and read aloud. Bids shall be accepted only if received no later than **May 11, 2022 at 2:00 p.m.** In-hand deliveries shall be accepted only between the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday, at the office of the Director of Finance, Unit 100, 700 Longwater Drive, Norwell, MA 02061. All bids must be sealed and clearly marked:

**Regional School Bus Transportation Bid**

**Due: 2:00 p.m. Wednesday, May 11, 2022**

~~All bids are subject to the provisions of M.G.L. Chapter 30B. No bidder may withdraw its bid within thirty days after the date designated above for the receipt of bids.~~ The School intends to award a contract to the lowest responsible and responsive bidder who is determined by the Executive Director or his/her designee, to be the most capable and reliable in providing transportation to meet the needs of the students of the South Shore Charter Public School.

The School reserves the right to accept or reject any or all bids, or any part thereof, to waive any informalities or irregularities, and to make such awards if it shall be deemed to be in the best interest of the School.

SOUTH SHORE CHARTER PUBLIC SCHOOL  
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SOUTH SHORE CHARTER PUBLIC SCHOOL  
**Section A:**  
INFORMATION AND INSTRUCTIONS TO BIDDERS

1. Introduction. The South Shore Charter Public School, seeks sealed bids (~~M.G.L. Chapter 30B procurement~~) for school bus regular school and shuttle vehicle transportation of pupils and other authorized persons to and from school, ~~including regular school transportation, athletic, curricular and extracurricular activities and other transportation,~~ as required by the School. The following comprises the bid package, including the specifications for the contract for services. Bids shall be opened in the office of the Director of Finance of the South Shore Charter Public School, 700 Longwater Drive, Unit 100, Norwell, MA 02061 at **2:00 p.m. on Wednesday, May 11, 2022.**
2. Required Services. The following is a summary of the required service:
  - a. Section 1 - Regular (~~83~~ **77+**) **Passenger Student** Bus Transportation includes: 15 Buses Regular Bus Routes (K-12): Routes to be determined annually by Contractor and School
3. Questions and Addenda. Questions regarding the bid specifications must be submitted to the School's Director of Finance, via email kbingham@sscps.org, no later than seven days before the deadline for submission of bids. Said questions shall be answered via email and distributed to all bidders having picked up specifications, by addendum. All bidders must acknowledge receipt of all addenda with their bid submittal.
4. Three Year Contract. Bidders shall submit bids for the entire term of the contract. The contract shall be for a term of **three (3) academic years** commencing with the School Year 2022-2023 and terminating on June 30, 2025. In the event the Charter for the School is revoked or not renewed by the Massachusetts Department of Elementary and Secondary Education, the contract shall automatically terminate, and the Contractor shall not be entitled to any additional payments. The School shall send written notice to the Contractor as soon as possible, if the School has obtained notice that its Charter will be revoked or not renewed. The School year is defined as August 15 through June 30, or as determined by the School's adoption of its annual calendar. Monthly payments shall correspond to the months of service actually rendered and shall be divided equally.



5. Sealed Bids. Bidders shall submit bids in a sealed envelope, marked with the bidder's name and address, to the office of the Director of Finance, South Shore Charter Public School, 700 Longwater Drive, Unit 100, Norwell, MA 02061 no later than **2:00 p.m. on Wednesday, May 11, 2022**. Bids received after the deadline will be returned unopened. Faxed or emailed bids shall not be accepted. Further, the envelope shall be clearly marked:

**Regional School Bus Transportation Bid**

**Due: 2:00 p.m. on Wednesday, May 11, 2022**

6. Award of Contract. The successful bidder shall enter into a written contract with the South Shore Charter Public School within fifteen (15) days of award. The fifteen(15) day term may be extended by the School for good cause. Bidders shall review the contract and specifications and shall be presumed familiar with the contents. The Information and Instructions to Bidders and the Specifications are also incorporated and made a part of the contract.
7. Bid Forms. Bidders must use bid forms provided with this bid package. Bids that are incomplete, improperly endorsed or otherwise not in compliance with the requirements set forth herein may be rejected at the discretion of the School and in accordance with applicable law.
8. Condition of Vehicles. Each bid shall contain a detailed description on the forms provided, of each vehicle to be furnished, including the year of manufacture, make of bus, make of body, present mileage, present condition, seating capacity, and vehicle identification number. The School may reject any vehicle which does not conform to the specifications as defined herein. Age of buses to be used in performance of this contract shall be no more than ~~five (5)~~ **ten (10) years** since manufacture at the beginning of this three-year contract, and have no more than **One Hundred and Twenty Five Thousand (125,000)** original miles at the beginning of the three- year contract if they are diesel-powered and no more than **One Hundred Thousand (100,000)** original miles at the beginning of the three-year contract if they are gasoline powered.
9. Bid Deposit. In order to insure the faithful fulfillment of its terms, each bidder shall submit a bid deposit in the form of a ~~certified check~~ **bid bond** made payable to the South Shore Charter Public School in the amount of ten percent (10%) of the bidder's Total Bid Price. Within fifteen (15) days of the award of the contract, **bid bonds** shall be returned to all but the three lowest responsible and responsive bidders. Any bidder awarded the contract who fails to execute it under the terms and conditions set forth herein shall forfeit its **bid bond** as liquidated damages to the School, for failing to properly enter the contract.
10. Unit Prices. Bidders shall provide their bid price in the form of a Unit Price for each bus/van (regular, shuttle, etc), as set forth in the attached form. All quantities contained in said form and elsewhere in this bid package are estimates and



should not be interpreted by the bidder as the actual quantities. The Unit Price quoted by each bidder shall apply without change to any variation in said quantity actually experienced or applicable. The School shall have the right to increase and decrease said quantities.

11. School Buses. All buses to be used in fulfilling the terms of this contract shall conform to the regulations of the Registry of Motor Vehicles, and the requirements of statutes and of other regulatory agencies as may pertain at all times during the life of the contract.
12. Withdrawal of Bid. No bidder may withdraw its bid for a period of thirty (30) days after the opening thereof.
13. Corporate Authority. The bid shall be signed by an individual duly authorized to bind the corporation, as evidenced by a current Certificate of Corporate Vote with seal affixed.
14. Performance Bond. Within fifteen (15) days of the award of the contract, the successful bidder shall provide the School with a Performance Bond in the amount of 100% of the contract price for the first year, to ensure the faithful performance of the required transportation services and provide certificates of insurance evidencing coverage satisfying the requirements set forth herein. The Performance Bond shall be issued by a company licensed to serve as a surety in Massachusetts and the Bond shall be in effect for the term of the contract.
15. Bid Price to be Complete. Except where specifically limited by this contract, the bid price shall be construed to cover all costs incurred by the bidder to provide the services required by the contract, including but not limited to labor, material, fuel, transportation, insurance, and replacement equipment.
16. Contingent Upon Appropriation. The second through third years of this contract are contingent upon the appropriation of funds. If funds required for said second through third years are not appropriated, this contract shall terminate at the end of the period for which funds have been appropriated and the Contractor's sole remedy shall be payment for services already performed and accepted by the School as of the date of termination.
17. Non-Collusion. Every bid must include a completed Non-Collusion Affidavit, Tax Certificate and Certificate of Corporate Authority on the forms provided herein. In addition, bidders shall complete and include the Reference List and Equipment List.
18. Reservation of Rights. The School reserves the right to accept or reject any or all bids, or any part thereof, and to make such awards deemed to be in the best interest of the South Shore Charter Public School.
19. Use of School- Owned Vehicles. It is to be recognized that the South Shore Charter Public School may own vehicles of its own. They may be utilized for field trips, routes and other activities. The use of these vehicles for these particular activities is



not to be construed as a violation of the contract with the bidder who is awarded the transportation contract. ~~for field trips, athletic events and extra-curricular activities.~~

20. Assignment of Contract. The contract for transportation or any right, title or interest therein may not be assigned by the Contractor without the approval of the School. The Contractor may not engage subcontractors, hire others to perform all or part of the required transportation services, nor otherwise delegate his/her obligations to perform under the contract. The School reserves the right to suspend or terminate this contract in whole or in part due to the Contractor's bankruptcy filing.
21. Ambiguities. The School does not assume any responsibility for errors, omissions or misinterpretations which may have resulted in whole or in part from the use of incomplete bid documents to include addenda. A bidder shall immediately report to the Director of Finance any ambiguity or inconsistency, which the bidder may discover upon examination of the bid documents. The bidder shall submit any questions regarding intent or meaning in writing. The Director of Finance shall arrange addendum which shall become part of the contract and specifications; all questions so received and shall send a copy of addendum to all bidders. Unless such action shall have been taken by the bidder and approval obtained, the bidder agrees with the specifications as written and described. The School will not be held accountable for any oral instructions.
22. Addenda. Addenda will be issued by e-mail to all known bid recipients. It will also be posted on the School's website [sscps.org](http://sscps.org) under Public Documents/ Finance Documents/Bid Solicitations. No addenda will be issued within the immediate three (3) business day period prior to the date of receipt set for such bids, except an addendum which withdraws or otherwise postpones the date of the bid opening. The official notice of withdrawal or postponement shall be the reading of record at the time and date set for receipt of such bids. Addendum or addenda shall be acknowledged on the bid price form.

SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section B:**

REFERENCES AND CRITERIA FOR SELECTION

1. Each bidder shall include in its bid, a complete list of the entire current regular day home to school public school transportation contracts and all such contracts entered into within the last five years. Said list shall include the name of the school system or owner, the owner's address, telephone number and the name of the contact person designated by the owner and that person's title or position. The references may demonstrate that during the past five (5) years, the Contractor has provided safe and efficient school bus transportation services for schools which have needs similar to those of the South Shore Charter Public School, school systems with at least ten (10) school buses transporting to at least two (2) schools. Each bidder shall be incorporated for at least the last five (5) years.
2. The School may, at its discretion, require information regarding the bidder's financial stability.
3. The successful bidder shall be selected based upon the School's determination of the lowest responsible and responsive bidder and who is determined by the Executive Director or his/her designee, to be the most capable and reliable in providing transportation to meet the needs of the students of the South Shore Charter Public School. The School shall consider the total cost for the length of the contract (Total Three-Year Cost on page 4 of Contract Bid Forms), the bidder's regular day public school transportation references, its compliance with the requirements set forth in this bid package (see Contract Bid Form Checklist), its financial stability, and evidence of its cooperation, professionalism and competence in working with school officials and others through this bidding process. The School also reserves the right to consider its own experience with a bidder substantially as it would a third party reference. This contract shall not be awarded to a bidder who is not properly equipped to undertake and complete the services required.



SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section C:**

SPECIFICATIONS: SCHEDULE & ROUTE

1. Required Services. The South Shore Charter Public School will require Fifteen (15) buses on a daily basis for up to one hundred and eighty (180) days. All of these buses shall be **seventy-seven (77+)** ~~eighty-three (83)~~ or larger passenger buses. South Shore Charter Public School (the "School") has two school buildings, all located in Assinippi Office Park on Longwater Circle and Longwater Drive in Norwell. The School's primary region includes the cities/towns of: Abington, Braintree, Brockton, Cohasset, Duxbury, E. Bridgewater, Halifax, Hanover, Hanson, Hingham, Holbrook, Hull, Kingston, Marshfield, Pembroke, Plymouth, Plympton, Quincy, Randolph, Rockland, Scituate, Weymouth and Whitman. The number of buses required will be determined annually and is subject to change based on student enrollment and the School's needs.

**Grades K-12; 15 Buses**

School Start Time:	8:15 A.M.
Dismissal Time:	3:00 P.M.
Early Release Dismissal Time:	12:00P.M.

2. Routes and Schedules: All routes, time schedules, and mileage shall be determined annually by both the Contractor and School and therefore it is noted that the routes are subject to change. The average approximate daily mileage will be determined after the routes are established annually and will include both morning and afternoon transportation to and from school. At least two (2) spare buses must be available at all times during the school day in case of emergency.
3. ~~Special Education: Special Education Wheelchair Van shall be needed as follows: Contract price shall include transportation for one (1) student currently residing in Kingston. This is subject to change as necessary.~~
4. Arrivals. Unless otherwise authorized by the School, buses shall be on the premises of the school building to deliver students in the morning no earlier than fifteen (15) minutes before the opening of school and no later than (5) minutes before the opening of school. At the end of the school day, buses shall be on the premises of the school building no earlier than 30 minutes before the close of school and no later than fifteen (15) minutes before the close of school. At no time shall buses be allowed to idle their engines on school property. At no time shall buses be allowed to block neighboring building parking lot entrances and exits.



5. Days of Service. It is estimated that fifteen (15) regular route buses shall be used one hundred eighty (180) days.
6. ~~Athletic and Field Trips — Standard. It is estimated that the School may require approximately one hundred (100) athletic and/or field trips, the distance of which shall not exceed thirty (30) miles one way and waiting time shall not exceed four (4) hours. The School is requesting the Contractor to provide the cost per hour for these trips only. This is for informational purposes only.~~
7. Unit Prices. All trips transporting students, regardless of the source of funds, shall be paid in accordance with the applicable Unit Price.
8. Adjustments of Routes and Buses. The School's Executive Director or his/her designee shall have the right to make such revisions in routes, the size of the buses and the number of buses required to its best interest at any time before or during any school year. Such revisions shall be deemed an ordinary part of this contract. The Contractor, however, shall not change the number or size of buses, routes or stops without the express prior consent of the Executive Director. The Contractor shall provide transportation at no additional cost for deviations from normal starting and dismissal times, which may occur at various times during the school year on the elementary and secondary levels as well as emergency situations determined by the Executive Director. Nothing in this bid shall preclude the School from requiring additional vehicles for transportation purposes when deemed to be in its best interest.
9. Liquidated Damages. If the Contractor fails to comply with this section, then the Contractor shall, as a condition for the awarding of the contract, pay the School the amount specified not as a penalty but as liquidated damages for breach of contract for each calendar day that the Contractor fails to follow the route(s) or stop at the designated location(s). The sum of One Hundred Dollars (\$100.00), the amount of liquidated damages, is fixed and agreed upon by the Contractor and School because of the extreme difficulty and impracticality of fixing and ascertaining the actual damages. Said amount shall be deducted from the contract amount and, at the School's discretion, may be deducted from the monthly payment to the Contractor.



12. No Charge for Cancelled Service. The School shall not be obligated to pay the Contractor unless transportation services are rendered. If transportation services must be cancelled due to inclement weather (snow days), a required shift to remote education, damage to school property, labor strike, or other unforeseen circumstance, and if the Contractor is notified of such cancellation before 6:00 a.m., there shall be no payment to the Contractor until the resumption of services.
13. Early Release Days. Student return home trips shall be in the afternoon except days in which students are released early due to inclement weather or other emergency conditions, or on so called "early release days" as determined by the Executive Director. The Contractor shall not charge any extra fee for any such early release trips.
14. Eligible Students. Only children classified by the Executive Director or his/her designee as eligible for transportation shall be transported on specified routes.
15. Contact with Contractor. The Contractor shall be available by telephone, at all times and shall provide a local telephone number or a toll-free number.
16. Failure to Provide Service. If the Contractor fails to furnish transportation at any time, the Executive Director may, in his/her discretion, retain other bus or buses as necessary or make a claim on the Performance Bond. The Contractor shall pay to the School the full costs incurred or the School may deduct said costs from any amount owed the Contractor.
17. Cooperation with Changes. The Contractor shall assist the Executive Director or his/her designee during normal working hours, or at other times upon request, in the scheduling of all routes and shall make changes as requested by the Executive Director or his/her designee.
18. Evacuation Drills. The Contractor shall make buses available, at no cost to the School, to each school two (2) times per year, as mandated by State Law, as scheduled by the Executive Director for bus evacuation drills.
19. Dispatcher. The Contractor 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 will be supplied with a telephone and an online computer. The dispatcher should be familiar with the South Shore Charter Public School region. The dispatcher will be available at least one week prior to the start of the school year to answer questions relating to routing, etc. The dispatcher will not be used as a spare driver at any time and must be present to answer phone calls, emails, and for radio communication. With exception of the first year of the contract, the South Shore Charter Public School will supply the Contractor with a draft of existing routes. Any changes needed because of student demographics, detours etc. will be done by the Contractor with final approval and input from the Executive Director or his/her designee.

SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section D:**

SPECIFICATIONS: EQUIPMENT

1. Buses Required. The Contractor shall provide the School a total of Fifteen (15) buses for the term of this contract, subject to such increase and decrease as may be determined by the School. Vehicle requirements for the regular day transportation will be for **seventy-seven (77+)** ~~eighty-three (83)~~ passenger buses or larger. If the number of routes increase or decrease, the contract price shall increase or decrease accordingly, in an amount equal to the applicable unit price.
2. Estimated Number of Students. Outlined below are the estimated number of students in Grades K-12 who reside in our region. These figures are approximate and may be amended by the Executive Director or his/her designee. Nothing in this provision shall alter the School's right to increase or decrease the number or size of vehicles required or the number of routes identified herein, and to incur charges in the amount of the Unit Price for such alterations.

# of Students

City/Town

Abington	36
Braintree	10
Brockton	161
Cohasset	11
Duxbury	0
E. Bridgewater	11
Halifax	2
Hanover	24
Hanson	24
Hingham	11
Holbrook	31
Hull	14
Kingston	10
Marshfield	13
Pembroke	29
Plymouth	13
Plympton	0
Quincy	34
Randolph	186
Rockland	100
Scituate	15
Weymouth	282
<u>Whitman</u>	<u>25</u>
Total	1042



3. ~~Special Education. The Contractor shall provide one (1) special education, in-district wheelchair accessible van.~~
4. Garaging of Buses. Each of the buses used by the Contractor, in accordance with its bid, shall be garaged within one-hour travel time of South Shore Charter Public School. The bidder shall submit with the bid the address and description of its terminal that will support this contract.
5. Vehicle Registrations. Copies of registrations for the buses to be in service to the School pursuant to this contract shall be provided to the Director of Finance annually, prior to August 1.
6. Vehicle Maintenance. The Contractor shall maintain all buses in good condition and furnish all necessary fuel, oil, grease, tires, maintenance, and repairs and have a qualified mechanic available to provide service to any and all vehicles used in the performance of this contract and at no additional cost to the School.
7. Spare Buses. The Contractor shall make available, on site, such spare buses as may be needed to promptly replace any bus that breaks down. Any bus that breaks down shall be replaced within thirty (30) minutes of notification of such breakdown.
8. Certificate of Good Condition/Repair. The School, at any time, and at the Contractor's expense, may require the Contractor to provide a certificate from a motor vehicle repair garage of the School's choosing, indicating that the vehicles used in the performance of this contract are in good order.
9. Reports of Vehicle Condition. Written reports of conditions of buses by the Registry of Motor Vehicles as determined at the time of inspection during the months of January, March, May, August and November shall be presented to the Director of Finance no later than ten (10) working days following the date of inspection. Failure to present inspection reports as provided herein shall be grounds for termination of the contract.
10. Inspection of Vehicles. The Executive Director, or his/her designee, may inspect any vehicle to be used by the Contractor at any time to establish the suitability of the vehicle for use as proper transportation of students. The School reserves the right to prohibit the use of any vehicle which does not meet such maintenance and/or safety standards as the Executive Director, or his/her designee deems reasonable and proper.
11. Condition of Vehicles. The Contractor shall maintain all equipment used in the performance of this contract in full compliance with the Commonwealth of Massachusetts Minimum Standards for School Buses, and such equipment shall be maintained in good mechanical order at all times to pass the State School Bus Inspection. The Contractor shall keep said buses clean and in sanitary condition, in accordance with state and local requirements and such additional requirements as may be set forth by the School, and open to examination by the School,



Executive Director, and any designee. Each driver will perform a pre-trip and post-trip inspection. The Contractor shall have an electronic system in place with buzzer or horn as part of the post-trip inspection to ensure busses are empty. The Contractor will maintain a log of said inspections.

12. Stop Arms/Lights. All vehicles shall be equipped with stop arms and flashing lights as required by Chapter 90, Section 7B of the General Laws.
13. Snow-Tires. All vehicles shall be equipped with all season ~~snow~~ tires and/or chains when snow or other weather conditions so require.
14. No Advertisement. Vehicles shall not be used to display either inside or outside any advertisement, political or other, without the express written authorization of the Executive Director.
15. Radios. All school transportation vehicles shall be equipped with two-way radios permanently mounted with external roof top mounted antennas in working order capable of interfacing with a base station. If at any time the School owns any vehicles (see Section A-19) the Contractor will provide on loan, a radio for each bus using the same frequency as the Contractor's buses. In addition, dispatch communication will be provided by the Contractor, in the event it is needed, to communicate with these vehicles during the regular school day. All equipment will be returned to the Contractor at the end of the contract period. The School will be responsible for replacement of these radios in case of theft. The Contractor, at no expense to the School, shall provide a cell phone for all athletic trips and field trips outside of the district on a regular school bus.
16. Video Equipment. All regular school buses shall be equipped with video recording devices capable of recording all occupants. All regular school buses shall be equipped with an external recording device capable of recording motor vehicles that do not stop for the school bus stop arms and flashing lights as required by Chapter 90, Section 7B of the Mass. General Laws. Contractor's shall be required to have video recorders for every route or parts thereof. The Executive Director or his/her designee shall have the right to access and view the routes to be monitored. The Contractor shall maintain and store the recorded images for a period agreed upon with the Executive Director.
17. Contractor's Fleet of Vehicles. The Contractor shall submit annual update documentation identifying and detailing the composition of the bus fleet to be used on August 1, 2022, and August 1 of each subsequent contract year. Said documentation shall include, for each vehicle to be used in the performance of this contract, the year of manufacture, make of bus, make of body, present mileage, present condition, seating capacity, number of heaters, and vehicle identification number. The School may reject any vehicle that does not conform to the specifications as defined below.
18. On-Board Student List. The Contractor will provide the School with a student list for each daily bus route. ~~permanently attached document in a holding case in a visible location near the driver. This case will contain a current list of assigned students and their addresses,~~ the route directions for that bus and a set of



- procedures for emergencies.
19. Substitution of Buses. There shall be no substitution of buses without permission of the Executive Director, except in case of an emergency breakdown and then only for a maximum of five days. All substitute buses shall be subject to all contract requirements.
  20. Display of School Name. Each bus shall display prominently on both sides the name: SOUTH SHORE CHARTER PUBLIC SCHOOL. A bus number for identification shall be assigned to each bus by the Executive Director. Bus numbers shall be painted in black, six (6) inches high, immediately to the left of the entrance door. Substitute buses shall be identified with appropriate temporary numbers or colors.
  21. Compliance with Laws. Each vehicle shall be fully equipped to meet all appropriate laws and regulations during the term of this contract.
  22. Insurance. The Contractor shall provide and maintain annually at its own expense, as evidenced by a Certificate of Insurance, the following:
    - a. General Liability with a per Occurrence Limit of \$1 million; and an Annual Aggregate Limit of at least \$2 million.
    - b. Sexual Abuse and Molestation Liability with a per Occurrence Limit of **\$1,000,000** ~~250,000~~; and Annual Aggregate Limit of at least **\$1,000,000** ~~250,000~~.
    - c. Commercial Auto Liability with Combined Single Limits of \$1 million per Accident applicable to all owned, leased, hired and non-owned vehicles of the Contractor.
    - d. Workers Compensation that meets Massachusetts Statutory requirements with Employers Liability Limits at a minimum of \$500,000.
    - e. Umbrella Liability or Excess Policy with a minimum per Occurrence Limit of \$10 million. Umbrella Liability or Excess Policy must provide at least follow-form coverage over the General Liability, Sexual Abuse and Molestation Liability (**if available**), Auto Liability and Employer's Liability insurance policies required above.
    - f. ~~Employment Practices Liability including Third Party Coverage with a limit of at least \$1 million per claim.~~
    - g. All insurance companies must carry a minimum financial rating from A.M. Best Company of A- (Excellent) and be licensed to conduct business in Massachusetts.
    - h. South Shore Charter Public School shall be named as an Additional Insured on the General Liability, Auto Liability, Sexual Abuse and Molestation Liability and Umbrella Liability policies.
    - i. The contract shall provide 30 days prior written notice to South Shore Charter Public School of any pending cancelation, non-renewal or material changes in the insurance policies required above.
  23. Certificate of Insurance. The Contractor shall furnish to the School a

Certificate(s) of Insurance for each year of the contract term, showing coverage as required herein.

24. Additional Insured. The South Shore Charter Public School shall be named an additional insured on the Commercial General Liability policy and so identified on the Insurance Certificate.
25. Notice of Cancellation of Insurance. The Policies shall include a term whereby South Shore Charter Public School will receive at least a 30-day prior notice of any pending cancellation of the required coverage. The insurance coverage will hold the South Shore Charter Public School harmless from all liens, claims and lawsuits, for bodily injury and property damage that may be incurred while engaged in the fulfillment of this contract. The Certificate Holder shall be the Director of Finance, South Shore Charter Public School, 700 Longwater Drive, Norwell, MA 02061.
26. Condition to Cancellation of Insurance. No cancellation of, or reduction in, coverage in insurance shall be valid unless written notice thereof is provided to the certificate holder at least thirty (30) days prior to the intended date of said cancellation or reduction.
27. Global Positioning System. All school buses shall be equipped with a global positioning system device that can pin point the location of the bus at any time. The Executive Director or his/her designee shall have the right to access the location if requested.



SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section E:**

SPECIFICATIONS: DRIVERS

1. Drivers shall be courteous, professional and exemplary in speech and demeanor at all times in their performance under this contract.
2. The Contractor shall insure that all drivers performing services under this contract are properly licensed and trained in full compliance with any and all applicable laws or regulations, whether in effect at the commencement of the contract or enacted during the term of this contract. All drivers performing services under this contract shall possess a valid license for the operation of a school bus in the Commonwealth of Massachusetts, and shall have experience and a safe driving history.
3. The Contractor shall be responsible for a driver-training program that shall address new, experienced and substitute drivers. The Contractor will provide the School with a copy of its driver training program manual and the name of its primary driver trainer. All school bus drivers shall have successfully completed the driver-training program.
4. The Contractor shall file with the School's Director of Finance, on or before the first day of school, and each year thereafter, the name, address, telephone number, driver's license number, and photograph of each driver who will operate a vehicle under this contract. In the event a new driver assumes duties under the contract at any time during the school year, such information shall be filed with the Director of Finance no less than three (3) days prior to the assumption of duties by the new driver whenever possible, and if not, then as quickly thereafter as is possible.
5. The Executive Director shall have the right to require that the Contractor replace any employee or agent providing services under this contract if such person is determined by the School or Executive Director to be unqualified, unprofessional, violating laws, rules or regulations, or the terms and conditions of this contract.
6. The Executive Director or his/her designee will conduct a background check of any and all drivers, including but not limited to, CORI check and National Criminal History Check at the expense of the Contractor.
7. The Executive Director reserves the right to require any driver to be immediately removed from performing services under this contract for consuming or having consumed an alcoholic beverage, in the opinion of the Executive Director or his/her designee, or to be in possession of an illegal drug or failing a random or scheduled drug test. The Executive Director or his/her designee may, in his/her sole discretion and at no expense to the School, require random or scheduled drug or alcohol testing of drivers and submit the results to said School.
8. All drivers must be issued a copy of the Contractor's Drug and Alcohol Policy for



CDL drivers each year. A copy of the policy must also be submitted to the School (Attention: School Director of Finance) and each year thereafter.

9. The Contractor shall certify to the School that all drivers have complied with the provisions of Massachusetts General Laws Chapter 90, Section 8A and 8 A 1/2 and United States Department of Transportation Regulations.
10. 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 contract. No individual who is a convicted felon or convicted of child abuse shall be eligible to be a driver for students under this contract.
11. Smoking or any tobacco products are not allowed by driver or others aboard any vehicle covered by this contract at any time.
12. The Contractor shall see that all the drivers have on file with the Contractor a report, made by a registered physician, that he is in sound physical condition and capable of performing the duties of a school bus driver. The physical examination certificate must be submitted once a year, as required by law.
13. The Executive Director may require a driver to submit to a physical examination by a physician selected by the Executive Director at the expense of the Contractor.
14. The Executive Director shall have the discretion to have any driver removed from service who, in the Executive Director's opinion, presents a potential safety or health hazard to the students.
15. Drivers shall report all cases of student misbehavior on buses and shall otherwise comply with school policy. All reports of student misbehavior shall be in writing and submitted to the School in a timely manner. Drivers will not take disciplinary action against any child unless that behavior might cause harm to himself/herself or to others. In no case shall a driver eject a student from a bus for misbehavior. This is an action that can be taken only by the School administration.



16. Drivers shall remain on their respective buses at all times when passengers are on board and while picking up or discharging students on school property, except in cases of emergency. The driver's first concern must be for the safety of the children.
17. Drivers shall not be permitted to transport any person other than school officials, teachers, or chaperones while carrying students without the express prior permission of the Executive Director. Exceptions to prohibition are bus company employees such as supervisors, student drivers, trainees.
18. Drivers (including substitutes) may be required to attend periodic School meetings, as requested by the Executive Director.
19. Drivers will operate school buses at a rate of speed that is legal and safe for existing conditions.
20. Drivers will require passengers, when leaving the bus or crossing the road to the opposite side, to pass in front of the bus. Drivers will keep the buses flashing lights on until the students have reached the other side of the road.
21. Swearing and the use of vulgar or otherwise inappropriate language by the driver and/or students shall not be tolerated on the bus. The Executive Director reserves the right to remove any driver from duty for any inappropriate behavior. Such removal is at the sole discretion of the Executive Director or his/her designee.
22. Pick-ups and drop-offs of students must be at authorized bus stops only. If a driver sees a need for an additional stop, or an elimination of a stop on his/her route, this need shall be brought to the attention of the driver's supervisor and the Executive Director or his/her designee.
23. Drivers shall not stop a school bus halfway off the highway to receive or discharge pupils.
24. No school bus shall be fueled while there are any passengers on the bus.
25. In addition to the above, all statutes of the Commonwealth of Massachusetts, and all rules and regulations of the Department of Safety, Registry of Motor Vehicles, with reference to school bus drivers shall be observed.
26. No school bus driver shall be using a cell phone or texting while on the bus.

SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section F:**

CONTRACT BID FORM (PAGE 1 OF 4) SCHOOL YEAR  
FY 2022-2023 School Bus Transportation - Three Year Bid

	<u>Estimated</u> <u>Quantity</u>	<u>Annual Cost</u>
<u>Regular Route Buses (77+ Passenger)</u> <u>Base Price Per Bus, Per Year (180 Days)</u>		
Price per bus \$_____ times (x)	Fifteen (15) units	\$ _____

**YEAR #1: TOTAL ANNUAL COST**

**\$\_\_\_\_\_**



SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section F:**

CONTRACT BID FORM (PAGE 2 OF 4) SCHOOL YEAR  
FY2023-2024 School Bus Transportation - Three Year Bid

	<u>Estimated</u> <u>Quantity</u>	<u>Annual Cost</u>
<u>Regular Route Buses (77+ Passenger)</u> Base Price Per Bus, Per Year (180 Days)		
Price per bus \$_____ times (x)	Fifteen (15) units	\$ _____

**YEAR #2: TOTAL ANNUAL COST**

**\$\_\_\_\_\_**

SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section F:**

CONTRACT BID FORM (PAGE 3 OF 4) SCHOOL YEAR  
FY2024-2025 School Bus Transportation - Three Year Bid

	<u>Estimated Quantity</u>	<u>Annual Cost</u>
<u>Regular Route Buses (77+ Passenger)</u>		
<u>Base Price Per Bus, Per Year (180 Days)</u>		
Price per bus \$ _____ times (x)	Fifteen (15) units	\$ _____

**YEAR #3: TOTAL ANNUAL COST**

**\$ \_\_\_\_\_**



SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section F:**

CONTRACT BID FORM (PAGE 4 OF 4)

School Bus Transportation - Three  
Year Bid

**GRAND TOTAL THREE (3) YEAR COST (TOTAL OF YEARS 1-3)**

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

The Grand Total Three (3) Year (Regular Route Bus) Annual Cost.

Date: \_\_\_\_\_

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

Signature of Bidder: \_\_\_\_\_

Addenda Acknowledgement: \_\_\_\_\_

**ATTENTION: BIDDERS MUST COMPLETE AND INCLUDE THE  
FOLLOWING FUEL ADJUSTMENT FORM [ON NEXT PAGE]:**

## Fuel Adjustment

An adjustment will be implemented only when there is a greater than a 10% variation from the base price of fuel. It is agreed that if during the life of the contract, the price of fuel varies by more than 10% from the New England average diesel price per gallon of \$4.26, which can be found on [www.eia.gov/petroleum/gasdiesel](http://www.eia.gov/petroleum/gasdiesel) the School or Contractor will reimburse the difference. Below is the criteria which must be met.

The Contractor has provided the actual live mileage to the School. The number of live miles will be divided by 7 miles per gallon, multiplied by the increase or decrease in the cost of fuel less the 10%. (Live miles are defined as miles when students are onboard the bus being transported to/from school, not including field/enrichment/athletic trips.

Example:

500 Live Miles divided by 7 miles per gallon = 71.43 gallons

\$4.26 per gallon of diesel (PEG PRICE)

If price reduces below \$3.83 during the term of the contract, the Contractor owes the School.

$\$3.83 - \$3.84 = \$.02$  decrease x 71.43 gallons =  $\$1.43$  x number of billable days fuel decreased.

If the price exceeds \$4.69 during the term of the contract, the School owes the Contractor.

$\$4.71 - \$4.69 = \$.02$  increase x 71.43 gallons =  $\$1.43$  x number of billable days of fuel increased.

The Contractor will provide to the School a monthly invoice using this formula as a basis to determine if money is owed by either the Contractor or the School to the other.

The price of fuel of \$4.26 (average New England diesel price) is the PEG price. The price of fuel for the first Monday of the month for the remainder of the contract will determine the monthly cost of fuel.

Signature:
Company:
Title:
Address:
Telephone:
Date:

**Bidders shall submit this form fully completed with each bid**



SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section H:**

ATTESTATION CERTIFICATION

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury, that the company/corporate entity listed below has, to the best of my knowledge and belief, complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Contractor's, and withholding and remitting of child support and have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
\*Signature of Individual/Owner

\_\_\_\_\_  
Typed/Printed Name of Person Signing Bid

\_\_\_\_\_  
Name of Business or Company

\_\_\_\_\_  
Federal Identification Number

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Federal Identification Number may be furnished to the Massachusetts Department of Revenue to determine whether or not the Company has met tax filing or tax payment obligations. Providers that fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section I:**  
REGIONAL BUS TRANSPORTATION  
BID CONTRACT BID FORM

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_ held on \_\_\_\_\_ at which all  
the (Name of Corporation) (date)  
Directors were present or waived notice, it was voted that  
\_\_\_\_\_ of this company be and is  
hereby (Officer and Title)

Authorized to execute contracts and bonds in the name and behalf of said company, and  
affix its Corporate Seal there to, and such execution of any contract of obligation in this  
company's name on its behalf of such \_\_\_\_\_ under seal of the company shall be valid  
(Officer) and binding upon this company.

A TRUE COPY,

ATTEST: \_\_\_\_\_

Place of Business: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Corporation)  
that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
of \_\_\_\_\_  
(Name of Officer) (Title)  
said company, and the above vote has not been amended or rescinded and remains  
in full force and effect as of the date of this contract.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)



COMMONWEALTH OF MASSACHUSETTS

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

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
(the "Principal") personally appeared before me and acknowledged to me that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

☐ A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or

☐ On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or

☐ Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or

☐ The following evidence of identification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

[Seal]

SOUTH SHORE CHARTER PUBLIC SCHOOL  
**Section J:**  
REGIONAL SCHOOL BUS TRANSPORTATION  
BID  
CONTRACT BID FORM

CERTIFICATE OF GOOD FAITH (MGL c. 30B,

§10)

The undersigned certifies under penalties of perjury that this bid or proposal 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 or proposal)

\_\_\_\_\_  
(Name of business)



SOUTH SHORE CHARTER PUBLIC SCHOOL TRANSPORTATION  
**Section K: REGIONAL SCHOOL BUS TRANSPORTATION CONTRACT**  
School Year 2022-2023 through 2024-2025

THIS CONTRACT is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the South Shore Charter Public School, a Massachusetts public charter school (hereinafter referred to as the School), and \_\_\_\_\_, a corporation, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the Contractor),

WHEREAS, the School wishes to enter into a contract to provide bus transportation services for the school children of the South Shore Charter Public School, in conformity with all legal requirements and local policies, during the academic year for a five-year period to commence on the first day of school in 2022 and ending the last day of school in 2025; and

WHEREAS, the Contractor submitted a bid for the services sought by the School, and was selected as the successful bidder and awarded the contract and wishes to provide such services for the School,

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the School and the Contractor hereby mutually agree as follows:

1. DOCUMENTS INCORPORATED

- 1.0. The following documents are incorporated into and made a part of this contract:
  - b) Specifications;
  - c) Contract;
  - d) Bid Package, including the Information and Instructions to Bidders;
  - e) Bid submitted by the Contractor;
- 1.1. In the event that any provision in any part of this contract conflicts with any provisions in another, the provision in the part first enumerated above shall govern over any other part which follows it, except as may be otherwise specifically stated.

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## 2. SUMMARY OF SERVICES

- 2.0. Beginning on the first day of school in 2022 and ending the last day of school in 2025, as the School determines, the Contractor shall transport students attending the South Shore Charter Public School on such days as school is in session, according to the routes and times designated by the Executive Director or his/her designee.
- 2.1. The Contractor shall provide all labor, supplies, personnel, and equipment as necessary to reliably deliver the services set forth and required in this contract.
- 2.2. All vehicles used and services furnished under the contract shall comply with the requirements of Chapter 90 of the Massachusetts General Laws, and with all other applicable federal, state and local laws, rules, and regulations which regulate the transportation of school children, including, but not limited to the Massachusetts Registry of Motor Vehicles, Department of Public Utilities, and Department of Elementary and Secondary Education.
- 2.3. The Contractor shall submit Registry School Bus Report Forms as evidence of the operating condition of all vehicles which are used in the performance of this contract no later than three (3) days following each inspection. If any vehicle fails its Registry inspection, evidence of a satisfactory subsequent inspection shall be delivered to the Executive Director within seven (7) days thereafter. Further, the Contractor shall inform the Executive Director in advance of the dates, times, and location of all Registry inspections. The School or its designee(s) may be present at any inspection.
- 2.4. The School, the Executive Director, or the designee of either may, at any time, inspect any vehicle or other equipment used for and in the performance of this contract before or during the term of this contract.
- 2.5. The Contractor shall immediately report to the Executive Director and its insurance company, accidents of any kind.
- 2.6. The Contractor shall be responsible for discipline on the buses and report to the relevant school principal or a designee, cases not promptly resolved. Smoking by students or drivers while on buses or school property is prohibited.
- 2.7. If required by MGL c. 71, §7A, the Contractor shall pay its bus drivers in accordance with the schedule of prevailing wage rates, attached as Section M.



### 3. CONTRACT TERM

- 3.0. This contract shall be effective for the academic years from 2022-2023 through 2024- 2025, with each academic year defined as August 15, through June 30, or as otherwise determined by the School's adoption of its annual calendar, unless said contract is sooner terminated. In the event that the Charter for the South Shore Charter Public School is revoked or not renewed by the Massachusetts Department of Elementary and Secondary Education, this Agreement shall automatically terminate and the Contractor shall not be entitled to any additional payments. The School shall send written notice to the Contractor as soon as possible, if the School has obtained notice that its Charter will be revoked or not renewed.

### 4. PAYMENT TO CONTRACTOR

- 4.0 The total consideration of this contract is as follows:

FY 23: \$ \_\_\_\_\_

FY 24: \$ \_\_\_\_\_

FY 25: \$ \_\_\_\_\_

Total payment to the Contractor shall in no event exceed said consideration in the absence of a prior written amendment, executed by both parties, certified as to the availability of funds by the Director of Finance.

- 4.1. This contract contains no reimbursable expenses.
- 4.2. The School shall make payment to the Contractor within 30 days, based on the Contractor's monthly invoice for payment for services completed and accepted. Invoices shall be submitted to South Shore Charter Public School, attn: Account's Payable, 100 Longwater Circle, Norwell, MA 02061.
- 4.3 The contract payment terms shall be subject to and may be adjusted by a Fuel Adjustment Clause as generally shown in the Contract Bid Form.

### 5. INSURANCE, SECURITY AND INDEMNIFICATION

- 5.0. The Contractor shall obtain and maintain occurrence basis liability insurance in amounts no less than stated below.
- 5.1. The Contractor shall provide and maintain annually at its own expense, as evidenced by a Certificate of Insurance, the following:



- a. General Liability with a per Occurrence Limit of \$1 million; and an Annual Aggregate Limit of at least \$2 million.
  - b. Sexual Abuse and Molestation Liability with a per Occurrence Limit of ~~\$1,000,000~~ 250,000; and Annual Aggregate Limit of at least ~~\$1,000,000~~ 250,000.
  - c. Commercial Auto Liability with Combined Single Limits of \$1 million per Accident applicable to all owned, leased, hired and non-owned vehicles of the Contractor.
  - d. Workers Compensation that meets Massachusetts Statutory requirements with Employers Liability Limits at a minimum of \$500,000.
  - e. Umbrella Liability with a minimum per Occurrence Limit of \$10 million. Umbrella Liability must provide at least follow-form coverage over the General Liability, Sexual Abuse and Molestation Liability (if available), Auto Liability and Employer's Liability insurance policies required above.
  - f. ~~Employment Practices Liability including Third Party Coverage with a limit of at least \$1 million per claim.~~
  - g. All insurance companies must carry a minimum financial rating from A.M. Best Company of A- (Excellent) and be licensed to conduct business in Massachusetts.
  - h. South Shore Charter Public School shall be named as an additional insured on the General Liability, Auto Liability, Sexual Abuse and Molestation Liability and Umbrella Liability policies.
  - i. The contract shall provide 30 days prior written notice to South Shore Charter Public School of any pending cancellation, non-renewal or material changes in the insurance policies required above.
- 5.2. The Contractor shall furnish to the School a Certificate(s) of Insurance showing coverage as required herein.
- 5.3. The South Shore Charter Public School shall be named an additional insured to the insurance policy and so identified on the Insurance Certificate. The Policies shall include a term whereby South Shore Charter Public School will receive at least a 30-day prior notice of any pending cancellation of the required coverage. The Certificate Holder shall be the Director of Finance, South Shore Charter Public School, 700 Longwater Drive, Unit 100, Norwell, MA 02061.
- 5.4. No cancellation of, or reduction in, coverage in insurance shall be valid unless written notice thereof is provided to the certificate holder at least thirty (30) days prior to the intended date of said cancellation or reduction.
- 5.5. The Contractor shall furnish and maintain during the term of this contract a Performance Bond in favor of the South Shore Charter Public School in the amount of 100% of the first year of said contract and in a form acceptable to the School and its counsel, said bond guaranteeing the fulfillment of all the terms and conditions of the contract. Such Performance Bond shall be provided to the Executive Director or his/her designee upon the Contractor's execution of the contract. The Performance Bond shall be in effect for the term of the contract.



- 5.6 Indemnification. The Contractor hereby indemnifies and shall at all times save and hold harmless the South Shore Charter Public School, its officers, attorneys, employees, and agents, from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the performance, activities, operations, conducts, negligence, or omissions of the Contractor, or any of its subcontractors, or the agents or employees of either, regardless of whether or not they are caused in part by a party indemnified hereunder.

## 6. GENERAL PROVISIONS

- 6.0. Neither party may assign or sublet all or any portion of this contract without the prior written approval of the other. Assignment or subletting by the Contractor without said prior approval shall be a material breach and grounds for immediate termination of this contract. Notwithstanding any provision to the contrary, if the Contractor assigns or sublets all or any portion of its obligations under this contract, with or without prior approval, the Contractor shall nonetheless have the continuing obligation to the School to insure that all the terms and conditions of this contract are satisfied.
- 6.1. The Contractor is an independent contractor of the South Shore Charter Public School, retained to furnish transportation for students and certain others only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the South Shore Charter Public School.
- 6.2. This contract shall be interpreted under the laws of the Commonwealth of Massachusetts.
- 6.3. Notices shall be deemed sufficient if mailed, first class, postage prepaid or delivered by hand to the following addresses:

### FOR OWNER

Alicia Savage, Executive Director  
South Shore Charter Public  
School 100 Longwater Circle,  
Norwell, MA 02061

### FOR CONTRACTOR

- 6.4. If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the contract shall be enforced to the fullest extent permitted by law.
- 6.5. Nothing herein shall be construed as creating any personal liability on the part



of any officer, agent or employee of the School, nor shall it be construed as giving any right or benefit to anyone other than the School and the Contractor.

- 6.6. This contract shall be amended only by a prior written agreement executed by both parties. If said amendment requires additional funds, said amendment shall be subject to appropriation and the Director of Finance's certification as to the availability of said funds.
- 6.7. The Contractor is solely responsible for its work and effective use of the School's information and data, and all duties and responsibilities required of it pursuant to this contract.
- 6.8. The South Shore Charter Public School is an Equal Opportunity Employer. The Contractor shall not discriminate on grounds of race, color, religion, ancestry, national origin, age, gender, handicap or other protected class as identified by law, in its performance of this contract. Violation of this paragraph shall be deemed a material breach of the contract and the School may cancel, terminate or suspend the contract in whole or in part for any such violation, or any other remedy set forth herein.

## **7. TERMINATION**

- 7.0. If the Contractor fails to comply with any of the terms or conditions set forth in the agreement, upon seven days written notice to the Contractor, this contract may be terminated by the School. If the School, in its sole discretion, determines that any act or omission of the Contractor, or any of its officers, employees or agents, is dangerous to the students using the services provided hereunder, or to any officer, employee or agent of the School, or any member of the public, the School may suspend or terminate this contract on lesser notice, or no prior notice, as the School determines appropriate.
- 7.1. The Contractor's failure to comply with any of the terms or conditions set forth in this contract, shall be deemed a material breach of this contract and shall be the cause for termination thereof.
- 7.2. If it terminates this contract, the School shall have any and all rights to recover its damages against the Contractor, whether in accordance with the terms and conditions of this contract or otherwise provided at law or equity. The Contractor, however, shall have only the right to recover for the services performed and accepted, and shall have no right to recover any indirect, consequential, or special damages, including but not limited to lost profits.
- 7.3. Force Majeure. Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, or labor disputes, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.



- 7.3.1. It is agreed, however, that since the performance of this contract is important, continued failure to perform for periods aggregating ten days or more, even for causes beyond the control of Contractor, shall be deemed to render performance impossible and the School shall thereafter have the right to terminate this contract in accordance with the provisions set forth herein.
- 7.4. In the event of termination the Contractor shall be entitled to receive payment for services performed and accepted under this contract which were completed prior to the date of termination. In the event of termination prior to the completion of services, the Contractor shall have no right to payment for indirect, consequential, or special damages, including but not limited to lost profits.
- 7.5. Notwithstanding any other provision of this contract, the School reserves the right at any time in its absolute discretion to suspend or terminate this contract in whole or in part for its convenience upon written notice to the Contractor. This includes the School's right to suspend or terminate this contract in whole or in part due to the Contractor's bankruptcy filing. If any portion of this contract so suspended is not recommended by written notice of the School within the time period specified in the written notice of suspension, the suspended portion of this contract shall thereupon be deemed terminated as to that portion for the convenience of the School in accordance with this provision. The School shall incur no liability by reason of such termination for convenience except for the obligation to pay for services rendered through to the date of termination, less any offset or claim of the School. Such obligation shall not exceed the available appropriation. The Contractor shall have no right to recover other amounts, including but not limited to payment for indirect, consequential, or special damages, including but not limited to lost profits.
- 7.6. In the event that all or a portion of the services are postponed or terminated due to inadequate federal, state or local funds, including but not limited to a failure to appropriate funds for the second through third years, the provisions set forth in above shall apply.
- 7.7. If after the notice of termination for cause, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the School.
- 7.8. Any termination or suspension of this contract shall not impair the School's right to recover damages occasioned by the fault of the Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first above written by their duly authorized officers.

Approved \_\_\_\_\_ Date

By \_\_\_\_\_  
Chair, Board of Trustees

By Contractor

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Print Name and Title

Certification of available funds

\$ \_\_\_\_\_  
For Year 1 of this Contract

By: \_\_\_\_\_  
Executive Date  
Director

By: \_\_\_\_\_  
Director of Finance Date



SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section L.**

REGIONAL SCHOOL BUS  
TRANSPORTATION BID

CONTRACT BID FORM CHECKLIST

Bid Due Date: **May 11, 2022 at 2:00 P.M.**

Confirm you have included the following documents, clearly marked, signed and sealed:

_____	<u>Reference List</u>
_____	<u>Equipment Listing</u>
_____	<u>Certificate of</u>
_____	<u>Authority Attestation</u>
_____	<u>Certificate Non-</u>
_____	<u>Collusion Affidavit</u>
_____	<u>Bid Deposit</u>
_____	<u>Contract Bid Forms</u>
_____	<u>Insurance</u>
_____	<u>Certificates</u>

SOUTH SHORE CHARTER PUBLIC SCHOOL

**Section M:**  
**PREVAILING WAGE NOTICE**

This Official Notice is sent in response to your request for the Department of Labor Standards (DLS) to determine the rate of pay for school bus drivers to be included in the upcoming school bus transportation contract.

Under G.L. c.71,s7A, DLS is required to set the rate for school bus drivers when the municipal population equals or exceeds 16,000. According to the most recent data published by the U.S. Department of Commerce, Bureau of the Census, the total population for your contract does not equal or exceed 16,000. Therefore, in this case, **no rate of pay can be set by DLS.**

A copy of this Notice should be made available to all prospective bidders to affirm that no rate of pay can be prescribed in accordance with G.L.c. 71, s.



# South Shore Charter Public School 2022-2023 Calendar

Approved 12/09/2021 by Board of Trustees

F=188; S=180

## August 2022

Su M Tu W Th Fr Sa

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 22 New Faculty/Staff Orientation
- 23, 24, 25, 29 Professional Development Days
- 29 Kindergarten and Freshman Orientation
- 30 1st Day of Classes
- 30, 31, 1 Kindergarten Early Release - 12pm

F=6; S=2

## September 2022

Su Mo Tu We Th Fr Sa

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- 1 Kindergarten Early Release - 12pm
- 2 (1/2 day) Early Dismissal - 12pm
- 5 Labor Day - No School
- 16 (1/2 day) Professional Development Early Release - 12pm

F=21; S=21

## October 2022

Su M Tu W Th Fr Sa

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 5 Yom Kipper Observed - No School
- 10 Indigenous People's Day / Columbus Day Observed - No School
- 21 (1/2 day) Professional Development Early Release - 12pm

F=19; S=19

## November 2022

Su M Tu W Th Fr Sa

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 4 (1/2 day) Professional Development Early Release - 12pm
- 11 Veteran's Day - No School
- 23 (1/2 day) Early Dismissal - 12pm
- 24, 25 Thanksgiving Break - No School

F=19; S=19

## December 2022

Su M Tu W Th Fr Sa

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 9 Parent/Teacher Conferences - No School for Students
- 23 (1/2 day) Early Release - 12pm
- 26-30 December Vacation - No School

F=16; S=16

## January 2023

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

F=20; S=19

- 2 New Year's Day Observed - No School
- 13 Professional Development Day - No school for students
- 16 Martin Luther King, Jr. Day - No School
- TBD Grades 7-11 Early Release during Mid-year Exams

## February 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

F=15; S=15

- 3 (1/2 day) Professional Development Early Release - 12pm
- 20-24 Winter Break - No School

## March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

F=23 S=22

- 3 (1/2 day) Professional Development Early Release - 12pm  
Enrollment Lottery
- 3 2023-24 Enrollment Lottery
- 17 Professional Development Day - No School for Students

## April 2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

F=14; S=14

- 7 Good Friday - No School
- 17-21 Spring Break - No School

## May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

F=22; S=22

- 5 (1/2 day) Professional Development Early Release - 12pm
- 29 Memorial Day - No School

## June 2023

Su	Mo	Tue	We	Thu	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

F=12 S=11, K=5

- 2 (1/2 day) Professional Development Early Release  
Class of 2023 Graduation
- 7 Last day for Kindergarten
- 8, 9, 12 Kindergarten Screenings
- 15 (1/2 day) Last Day of Classes - Early Dismissal - 12pm
- 16 Faculty Day
- 19 Juneteenth Observed
- 16,20,21,22,23 Snow Days (if needed)