

**Invitation for Bid (BID) Interest Form**

**BID Form #1**

Instructions: If your firm/company is interested in responding to this BID, then BID Form #1 MUST be submitted to the Atlantis Charter School Business Office immediately following download. This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.

**Awarding Authority:**

Atlantis Charter School

**Name of Bid:**

Student Transportation Grades K-6

Email this BID Interest #1 Form to:

Atlantis Charter School / Linda Celona, Finance Director

Linda.Celona@atlantiscs.org

By submitting this BID Interest Form the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the BID that might occur. The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this BID due to the firm's failure to submit a BID Interest Form as directed above or for any other reason.

Company Name:

Company Address:

City/Town, State & Zip:

Company Telephone #:

Company Fax #:

Company Contact Person/Title:

Contact Person Email Address:

Date Submitted:

By: \_\_\_\_\_

(Signature of Authorized Representative)

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

May 24, 2021

To all concerned parties:

Bids for STUDENT TRANSPORTATION Grades K-6 will be received by the Atlantis Charter School Business Office that so you may bid if you are interested.

Bid envelopes should be marked, "SEALED BID – STUDENT TRANSPORTATION Grades K-6 – ATLANTIS CHARTER SCHOOL, FALL RIVER, MASSACHUSETTS."

A virtual Pre-Bid Conference will be held for all bidders on TUESDAY, June 8, 2021 AT 11:00 a.m. E.D.S.T., Meeting invite will be provided on MONDAY, June 7, 2021

The sealed bids will be opened and publicly read on TUESDAY, June 22, 2021 AT 11:00 a.m. E.D.S.T. at the office of Linda Celona, Finance Director, 37 Park Street, Fall River, MA 02721

PLEASE BE ADVISED THAT THE AWARD OF CONTRACTS BY THE ATLANTIS CHARTER SCHOOL FOR ANY ITEM(S) LISTED HEREIN IS CONTINGENT UPON APPROPRIATE FUNDING BY COMMONWEALTH OF MASSACHUSETTS FOR THE ATLANTIS CHARTER SCHOOL'S 2021-2022 BUDGETS

Sincerely,

Linda Celona, Finance Director  
Atlantis Charter School

SCHOOL BID

STUDENT TRANSPORTATION Grades K-6

SPECIFICATIONS FOR ATLANTIS CHARTER SCHOOL

FALL RIVER, MASSACHUSETTS

CONTRACT / STUDENT TRANSPORTATION

Robert Beatty, Executive Director

Atlantis Charter School

Fall River, Massachusetts

ADVERTISING DATES: MONDAY, May 24, 2021

Central Registry: MONDAY, May 24, 2021

VIRTUAL PRE-BID CONFERENCE: TUESDAY, June 8, 2021 11:00 a.m. E.D.S.T

BID OPENING DATE: TUESDAY, June 22, 2021 11:00 a.m. E.D.S.T

ATLANTIS CHARTER SCHOOL  
FALL RIVER, MASSACHUSETTS  
Linda Celona, Finance Director  
Atlantis Charter School Business Office  
37 Park Street  
Fall River, Massachusetts 02301

### **PROPOSAL**

Sealed bids for the STUDENT TRANSPORTATION Grades K-6 will be received by the Business Office 37 Park Street Fall River, Massachusetts 02721, until 11:00 a.m. E.D.S.T., Tuesday, June 22, 2021, and be publicly opened and read at that time.

All bidding procedures shall be in strict accordance with Chapter 30B of the General Laws Section I through 25, inclusive.

The awarding authority reserves the right to reject any or all bids and to waive any informalities in the bidding if it be in the public interest to do so, provided such rejection of waiver be in conformance with Sections I to 25, inclusive of Chapter 30B of the General Laws as adopted.

### **INFORMATION FOR BIDDERS**

1. Specifications are available after 1:00 p.m., on MONDAY, May 24, 2021. Bid forms are available on our website at <http://www.atlantischarterschool.org>. Should you require a paper copy you may contact our office.
3. Bids will be publicly opened and read at the Atlantis Charter School Business Office Conference Room, at 11:00 a.m. E.D.S.T., TUESDAY, June 22, 2021
4. All bids received **after** this date and time will be rejected.
5. All bids/proposals must be submitted in sealed envelopes, bearing on the outside the name of the bidder, his address, and the name of the bid for which the bid/proposal is submitted.
6. All successful bidders of corporations which are located outside the confines of the Commonwealth of Massachusetts must be registered with the Secretary of the Commonwealth of Massachusetts as a Foreign Corporation to do business in the Commonwealth of Massachusetts prior to the awarding of the bid.
7. Double check all prices submitted. Awards that are based on unit prices that are submitted by a vendor in error will be considered as a firm bid by the Atlantis Charter School. "Adjustments" may not be made after the bid opening to correct such errors. Failure to honor bid prices - even the error - may place the bidder in jeopardy for future bids.
8. The contract, or any part of it, may not be transferred or assigned to another company or individual without the consent of the Atlantis Charter School.
  - a. These bids shall contain firm prices and shall not be withdrawn for a period of one hundred twenty (120) days subsequent to the opening thereof, without the consent of the Atlantis Charter School.
  - b. No bids will be acceptable unless properly made out on the enclosed bid forms, and signed by the bidder. All bids must be legible, either typewritten or in ink. Pages with BID FORM INDICATED AT THE BOTTOM MUST BE RETURNED.
9. Action on the award of bids will be taken within approximately thirty (30) days after the opening of the bid/proposal.
10. Contracts will be in force from July 1, 2021 until June 30, 2022. Said contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performances during any fiscal year.
11. **CONDITION(S) OF AWARD:** Award of the student transportation will be the total of (item 1). Contract will be awarded to the lowest responsive and responsible bidder offering the lowest total price for Items 1A, 1B, 1C. **The award for each item on this bid is not divisible.**
12. The Executive Director of the Atlantis Charter School may make such investigation as is deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Executive Director all

such information and data for this purpose as the Executive Director may request. The Executive Director reserves the right to reject any bid if the evidence submitted by the bidder or investigation of such bidder fails to satisfy the Executive Director that such bidder is properly qualified to carry out the obligation of the contract and complete the work contemplated therein.

13. To be considered as a responsive bidder, bidders must submit a bid which conforms in all respects to the invitation for bids. Bids must be based on all function, standard, precision and quantity as specified. Any and all omissions must be clearly stated on the attached deviation sheet; moreover, any substitutions or deviations must be enumerated and detailed with the amount to be deducted, if the omission, substitution or deviation is approved.
14. The ability of the bidder(s) to furnish a STUDENT TRANSPORTATION BID promptly and professionally as required by the Atlantis Charter School shall be heavily weighed. Past record of failure to comply with this aspect of the business procedure will lead to rejection of the bidder as not responsible to the needs of the Atlantis Charter School. A responsible bidder has the capability to perform the contract requirements and the integrity and reliability which assures good faith performance.
15. Allow adequate time for mail delivery of bids and for delivery by overnight express services
16. **PAYMENTS:** The successful bidder(s) must comply with the following billing procedures: Invoices shall be submitted monthly (one copy shall be marked ("ORIGINAL")) unless otherwise specified and shall contain the following information: Contract or service number, item number, contract description of supplies or services sizes, quantities, unit prices and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by the Atlantis Charter School when the amount due on such deliveries so warrants.  
  
Two (2) legible copies of invoices must be submitted to:  
Atlantis Charter School  
Business Office  
37 Park Street  
Fall River, Massachusetts 02721  
Attn.: Fernanda Oliveira
17. Questions regarding any item should be directed to:  
Atlantis Charter School  
37 Park Street  
Fall River, Massachusetts 02721  
Attn.: Mr. Troy Mitchell (508) 646-6410 ext. 4111
18. Atlantis Charter School reserves the absolute right to choose any STUDENT TRANSPORTATION BID which best meets its needs based on the most responsive, and most responsible bidder.
19. The Atlantis Charter School is an Affirmative Action/Equal Opportunity/Title IX employer.
20. **PERFORMANCE BOND** Before contract signing, the Contractor shall furnish the Atlantis Charter School with a Performance Bond in the amount of fifty percent (50%) of the contract price annually, to insure completion of the work and payment for all wages furnished for transportation services. The Performance Bond shall be written in conformance with the General Laws of the Commonwealth of Massachusetts, Chapter 149, Section 29, as amended and the insurance company issuing such performance bond must be licensed to do business in the Commonwealth of Massachusetts.
21. The bidder(s) shall provide a list of financial references showing fiscal soundness, capability, and audited financial statements for a minimum of three (3) years.
22. The Atlantis Charter School will accept no bid submission from any contractor who has defaulted or been terminated for cause in the last ten (10) years.

**VENDOR TAX CERTIFICATE**

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

For use by CORPORATIONS ONLY:

PROPER CORPORATE NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CORPORATE OFFICER: \_\_\_\_\_

FEDERAL IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

\_\_\_\_\_

**For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:**

SIGNATURE OF INDIVIDUAL: \_\_\_\_\_ \*

SOCIAL SECURITY NUMBER: \_\_\_\_\_ \*\*

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

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

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**CERTIFICATE OF CORPORATE VOTE**

I, \_\_\_\_\_ ; clerk/officer of \_\_\_\_\_ hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company, held on \_\_\_\_\_ the following vote was passed:

Vote to authorizing \_\_\_\_\_ to sign in behalf of the corporation/company with the Atlantis Charter School for \_\_\_\_\_ .

Signature of Clerk/Officer \_\_\_\_\_

**\* PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE**

**BID FORM**  
**(Must be submitted)**

**AFFIDAVIT OF CLERK OF CORPORATION VENDOR:** (To be signed and completed by Clerk)

I, \_\_\_\_\_, certify as follows:

(Print full name of Clerk)

1. I am the Clerk of \_\_\_\_\_ (print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of \_\_\_\_\_) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at \_\_\_\_\_.

2. That the names, residential addresses and title officers of the above-named corporation are as follows:

\_\_\_\_\_  
President Address

\_\_\_\_\_  
Vice President Address

\_\_\_\_\_  
Treasurer Address

\_\_\_\_\_  
Resident/Registered Agent Address

3. That the above-named corporation was incorporated on \_\_\_\_\_.

4. The federal tax identification number of said corporation is \_\_\_\_\_.

5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of \_\_\_\_\_ (if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.

6. \_\_\_\_\_ is authorized to sign contract/agreements on behalf of \_\_\_\_\_ pursuant to a vote of the Board of Directors/Officers on \_\_\_\_\_.

7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts. (Pertaining to Non-Massachusetts Corporations Only.)

SIGNED under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Signature of Clerk of Corporation

**BID FORM  
(Must be submitted)**



**VENDOR REGISTRATION FORM: TO BE COMPLETED BY ALL VENDORS:**

TYPED/PRINTED NAME AND TITLE: \_\_\_\_\_

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

PROPER LEGAL NAME OF BUSINESS ENTITY: \_\_\_\_\_

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: \_\_\_\_\_

BUSINESS ADDRESS, CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

**IF CORPORATION:**

1. GIVE YOUR CORRECT CORPORATE NAME: \_\_\_\_\_

2. STATE AND DATE OF INCORPORATION: \_\_\_\_\_

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE: \_\_\_\_\_

**IF FOREIGN BUSINESS ENTITY TRANSACTING BUSINESS IN MA, GIVE NAME/ADDRESS OF RESIDENT/REGISTERED AGENT IN MA (REQUIRED):**

**IF COMPANY, GIVE the OWNER'S NAME AND TITLE:**

\_\_\_\_\_

**IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:**

\_\_\_\_\_

**IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:**

\_\_\_\_\_

**MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT**

1. Our firm is principally (more than 50%) minority owned.

YES \_\_\_\_\_ NO \_\_\_\_\_

2. Our firm is principally (more than 50%) woman owned.

YES \_\_\_\_\_ NO \_\_\_\_\_

3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)

YES \_\_\_ NO \_\_\_

SOMWBA CERTIFICATION CATEGORY: \_\_\_ / MBE \_\_\_ WBE \_\_\_

**BID FORM  
(Must be submitted)**

**Attestation Clause**

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful bidder shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR/COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TYPED/PRINTED NAME AND TITLE: \_\_\_\_\_

**Certificate of Non-Collusion and Certificate of Bona Fide Bid**

As per Chapter 30B, Section 10, any person submitting a bid for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid, as follows:

**The undersigned certifies under the penalty 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.**

VENDOR/COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**Assurance of Non-Discrimination Compliance**

Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

VENDOR/COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE/TITLE/DATE: \_\_\_\_\_

ADDRESS AND TELEPHONE: \_\_\_\_\_

**BID FORM  
(Must be submitted)**

**Certificate of Insurance - (Service Contracts Only\*)**

As successful bidder on this Contract, you must supply the Atlantis Charter School with a properly endorsed CERTIFICATE OF INSURANCE. Both the Atlantis Charter School and the Vendor shall be named as co-insured/additional insured and the Atlantis Charter School shall be named certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

**WORKERS' COMPENSATION:** The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.

**PUBLIC LIABILITY:** The contractor shall take out and maintain at all times during the life of this contract, motor vehicle and general liability insurance with a combined single limit (that includes both bodily injury and property damage) in the amount of TEN MILLION DOLLARS (\$10,000,000.00) where said insurance policy (or policies) shall protect from all claims for damages for personal injury, including accidental death, and from claims for damages for property damage which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him. The preceding limits may be obtained under a combination of primary liability and so-called excess liability or umbrella insurance policies.

The policies shall contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the Atlantis Charter School which may arise by reason on any payments under this policy." The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) days' notice in writing to the Atlantis Charter School as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM  
(Must be submitted)**

**Indemnification and Release**

The Vendor shall indemnify and hold the Atlantis Charter School harmless from any and all acts & omissions arising out of this contract by the Vendor, its agents, employees or representatives. Furthermore, the term Vendor shall include the aforementioned wherever stated in the Contract.

Further, the Vendor shall indemnify and hold harmless the Atlantis Charter School against any/all suits, claims, actions, costs or damages to which the Atlantis Charter School may be subject to by reason of damages to the property or person of anyone, arising or resulting from fault, negligence, or wrongful omissions by the Vendor. Said indemnification and hold harmless should apply in any event that a claim is brought against the Atlantis Charter School for said acts caused by others.

The Vendor, their agent(s), representatives or employees shall release and hold the Atlantis Charter School harmless for any injury to themselves, corporate officers, agents, representatives or employees in connection with the performance or omission of this Contract or any related sub-contract thereof.

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM  
(Must be submitted)**

**DEVIATION SHEET**

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet. Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

PLEASE LIST BELOW:

COMPANY: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**BID FORM  
(Must be submitted)**

**VENDOR WORK HISTORY**

A. The undersigned proposes to supply the STUDENT TRANSPORTATION (grades k-6) from July 1, 2021 – June 30, 2022 for Atlantis Charter School

B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.

1. Have been in business under present business name for \_\_\_\_\_ years.
2. Are you fully licensed to do business under this contract? \_\_\_\_\_
3. Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located?  
\_\_\_\_\_
4. Ever fail to complete any work awarded? \_\_\_\_\_
5. Have you been involved in litigation in the past five (5) years? \_\_\_\_\_
6. List at least three (3) state, local or private companies and/or organizations which you have served recently of similar character as required for the above-mentioned.

LOCATION PHONE # DATE DESCRIPTION OF WORK

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

C. Bidders shall indicate firm date of delivery on receipt of contract and subsequent purchase order form the Atlantis Charter School.

DELIVERY DATE:

COMPANY:

TYPED NAME:

SIGNATURE:

TITLE:

D. Bidders shall note that this bid reflects all changes in addendum/amendment numbers:

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**BID FORM  
(Must be submitted)**



**BID DEPOSIT**

This FY2021-22Grades K-6 STUDENT TRANSPORTATION for July 1, 2021 until June 30, 2022 bid must be accompanied by a bid deposit in the form of a bid bond. The bid bond shall be with a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Owner, and conditioned upon the faithful performance by the principal of the agreements contained in the bid. The amount of such bid deposit shall be ten percent (10%) of the bid.

**BID BOND DEPOSIT SHALL BE**

**TEN PERCENT (10%) OF THE BID.**

Name of Bidder

Signature

Title

Printed Name

Address

Telephone

**BID FORM  
(Must be submitted)**

## SPECIFICATIONS

FY2021-22 Grades K-6 STUDENT TRANSPORTATION – July 1, 2021 until June 30, 2022

71-Passenger Vehicles within the Atlantis Charter School District

SPECIFICATIONS 1-54 BELOW APPLY TO 71-PASSENGER VEHICLES.

1. The SUCCESSFUL BIDDER(S) shall work with the Director of Transportation or his designee, 991 Jefferson Street, Fall River, Massachusetts, whenever and as often as he is required to do so. He shall be available in any matter pertaining to transportation in which contract vehicles or personnel are involved.
2. All instructions to the SUCCESSFUL BIDDER(S) relating to routing, scheduling, vehicle stops, start times, and other transportation matters shall be enacted through the Director of Transportation, 991 Jefferson Street, Fall River, Massachusetts
3. Transportation routes may be amended, added or discontinued at the option of the Director of Transportation or his designee with changes to be implemented within two (2) days of notification. Failure to comply will result in the SUCCESSFUL BIDDER(S) being penalized \$100 per day per incident until compliance.
4. The Atlantis Charter School reserves the right to waive any informalities or to reject all bids in whole or in part, provided such rejection or waiver be in conformance with Chapter 30B.
5. The Atlantis Charter School reserves the right to increase or decrease the number of vehicles upon written notice to the SUCCESSFUL BIDDER(S) and to alter or modify any transportation schedule at its discretion. If the SUCCESSFUL BIDDER(S) does not comply within two (2) days after written notification, he/she will be penalized at the rate of \$100 per day per incident until compliance.
6. The SUCCESSFUL BIDDER(S) is required to carry out all reasonable requests of the Atlantis Charter School. If at any time the SUCCESSFUL BIDDER(S) does not carry out all reasonable written requests or changes of the Director of Transportation or his designee, the successful bidder will be penalized \$100 per day per incident until compliance.
7. The Atlantis Charter School reserves the right to require, at the SUCCESSFUL BIDDER(S) expense, a certificate at any time from a garage of their choosing that the vehicles under this contract are in good order with respect to brakes, lights, horns, mufflers, steering gear, windshield wipers, doors, tires, windows, mirrors, bodies and in any other respect.
8. The SUCCESSFUL BIDDER(S) agrees that the Executive Director or his designee shall have the exclusive authority to dismiss pupils before their regular dismissal time for any reason deemed proper by him and may change vehicle schedules to accommodate such earlier dismissal time, without incurring additional costs or charges by the SUCCESSFUL BIDDER(S).
9. The SUCCESSFUL BIDDER(S) agrees that the Director of Transportation or his designee shall have the exclusive right to establish routes, time schedules, pickup points from time to time by giving reasonable notice to the SUCCESSFUL BIDDER(S) for winter driving conditions or any other reasons. Stops for each bus will be determined and stated to SUCCESSFUL BIDDER(S) on or before August 12 of each contract year.
10. The SUCCESSFUL BIDDER(S) will retain at least one vehicle but not less than a total of ten (10) percent fully operational vehicles which will be held in reserve at the local base of operations and necessary spare drivers to be available at all times of vehicle operations during the time its scheduled vehicle are in operation. In the event that service is interrupted on any route for any reason, the SUCCESSFUL BIDDER(S) must use a comparable substitute vehicle in order to serve the contract daily with the proper number of vehicles. Such vehicles are to replace vehicle that are out of service for maintenance, repair or inspection only. Any school vehicle used to replace a breakdown must be able to reach the point of breakdown within twenty (40) minutes of notification. When a vehicle does not cover its route for any reason other than by the order of the Director of Operations or his designee canceling such run, the Atlantis Charter shall deduct a penalty of \$100 per incident per day.

11. The SUCCESSFUL BIDDER(S) agrees to maintain an accurate master clock at the base of operations and will ensure that each driver will have and use a dependable timepiece that is to be set at regular intervals.
12. In all cases, tolls, parking fees, and vehicle expenses will be paid by the SUCCESSFUL BIDDER(S).
13. The transportation of pupils to and from school shall begin on the morning of the opening day of school and shall continue in accordance with the school calendar.
14. All motor vehicles shall be owned and operated by the SUCCESSFUL BIDDER(S).
15. The SUCCESSFUL BIDDER(S) agrees, at its own expense, to require drivers to attend workshops and/or training sessions, not to exceed ten one hour sessions per year and/or as prescribed according to School Vehicle Regulations, for the purpose of driver training, safety, and/or other topics approved by the Director of Transportation or his designee, and the SUCCESSFUL BIDDER(S) shall make the necessary arrangements therefore, as stipulated by the Deputy Superintendent of Operations or his designee. The successful bidder must supply at the time of the bid opening a copy of their safety programs and educational awareness programs.
16. The SUCCESSFUL BIDDER(S) agrees to furnish competent, courteous and careful drivers and that each driver employed for the purpose of this contract meets all of the following qualifying criteria on an annual basis:
  - A. Passed a physical examination, conducted by a qualified physician who has provided a written report that certifies that the employees can meet all the physical requirements of the position of school bus driver.
  - B. All employees must have pre-employment DRUG TESTING prior to operating any school vehicle.
  - C. Screened by means of conducting a Criminal Offender Record Information Search, the results of which show no reason to prohibit contact with children of school age.

The board of trustees, executive director or district leader of any city, town or regional school district, by whatever title the position be known, of a public or accredited private school of any city, town or regional school district shall have access to and shall obtain all available criminal offender record information from the criminal history systems board of any current or prospective employee or volunteer of the school department, who may have direct and unmonitored contact with children, including any individual who regularly provides school related transportation to children. Such board of trustees, executive director or district leader shall periodically, but not less than every 3 years, obtain all available criminal offender record information from the criminal history systems board on all such employees and volunteers during their term of employment or volunteer service.
  - D. Screened by means of conducting a review of the employee's driving record and license(s) to insure a good safety record and that all licenses are valid and in conformance with all pertinent laws and regulations.

**Documentation shall be kept on file.**
  - E. Determined that the employee is not under twenty-one (21) years of age.
  - F. All of the above documentation must be kept on file by the contractor along with written authorization signed by each driver employed under this contract approving the release of this information to the Executive Director and His/her designee upon request.
17. The SUCCESSFUL BIDDER(S) shall report immediately by phone after every occurrence, each accident or any event or circumstance which causes unavoidable delay or in any way interferes with the strict performance of the agreement. The SUCCESSFUL BIDDER(S) shall agree to make a detailed written report to the Director of Transportation, 991 Jefferson Street, Fall River, MA within 24 hours of any accident involving a school vehicle while operating for the Atlantis Charter School.
18. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies under penalty of perjury, that to the best of his knowledge and belief, the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement with any other bidder or competitor.

19. A performance bond for fifty percent (50%) of the total amount of the transportation contract cost of this bid shall be required of each contractor at the time the contract is executed and shall be renewed annually. The cost of such performance bond shall be paid by the SUCCESSFUL BIDDER(S). The Atlantis Charter School will request a performance bond for each year of the contract.
20. Liability for the SUCCESSFUL BIDDER(S) personnel while in the performance of duty under this contract shall be the responsibility of the SUCCESSFUL BIDDER(S). The Atlantis Charter School shall not be held liable for any personnel in the employ of the contractor.
21. The SUCCESSFUL BIDDER(S) shall keep in force at all times during the term of this contract a policy or policies of insurance as specified in the General Laws of Massachusetts relating to school transportation. The successful bidder must supply this policy covering public liability in the amount not less than five (5) million dollars to any one person, and not less than fifteen (15) million dollars on account of one accident. A copy of the insurance policy must be submitted at the time of the bid opening.
22. The SUCCESSFUL BIDDER(S) shall indemnify, defend and hold the Atlantis Charter School harmless for any and all claims, loss, cost, expense or damage of any kind resulting from or arising out of performance of the contract by the SUCCESSFUL BIDDER(S), its officers, agents or employees.
23. The successful bidder will ratify the planning, scheduling, routing and designation of vehicle routes and stops, and the Atlantis Charter School will be indemnified for claims resulting there from as consistent with the Certificate of Indemnification and Release.
24. The Atlantis Charter School, and its employees will be listed as a named insured under the insurance policy of the successful bidder.
25. All (buses / vehicles) used in performing this contract must be model year 2017 or above (contractors wishing to use 100% new buses are encouraged to do so). Buses must have a minimum seating capacity of 71 (13" seats). This shall include all buses, including spare buses used on routes.
26. Failure to comply with any of the conditions and specifications of this bid and the subsequent contract will subject the contract to cancellation forthwith upon written notice by the Atlantis Charter School. In the event of cancellation of the contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another transportation contractor, the original SUCCESSFUL BIDDER(S) will be responsible for indemnifying the Atlantis Charter School for costs incurred in obtaining a new contract including service for the duration of the term of the original contract, notwithstanding whether or not the Atlantis Charter School should require a performance guarantee.
27. In the event of a strike against a SUCCESSFUL BIDDER(S) causing the interruption of services or operations, the Atlantis Charter School has the right to secure such other transportation as may be necessary and charge the cost of same to the account of the SUCCESSFUL BIDDER(S). If other transportation is not secured, deduction will be made from the monthly payment to the SUCCESSFUL BIDDER(S) for each day of service not rendered. These deductions will be based upon 185 operating days.
28. A principal of the company or a person with responsibility to make decisions must be on call at all times in case special transportation arrangements must be made due to unforeseen circumstances. The company shall indicate the name(s) and a telephone number for 24-hour response.
29. It is understood, agreed upon and made a part hereof, and shall become a part of the contract, that the contract entered into between the Atlantis Charter School and the SUCCESSFUL BIDDER(S) shall not be assigned nor assignable by way of subcontract or otherwise, unless or until the Atlantis Charter School shall have first assented thereto in writing. Attention of all successful bidders is directed to the minimum wage rates as determined by the Division of Occupational Safety to be paid to School Vehicle Drivers employed under the provisions of Chapter 71, Section 7A, as amended:

**CLASSIFICATION EFFECTIVE DATES TOTAL RATE**

**School Bus Driver**

**04/01/2019 \$23.06/hr. minimum low rate**

**This rate is the minimum that must be paid to all School Bus Drivers who operate vehicles that seat more than eight (8) passengers (excluding the driver). SUCCESSFUL BIDDER(S) may at their discretion pay higher rates.**

30. All vehicles shall carry at all times the following equipment or as prescribed according to School Vehicle Rules and Regulations.
- Three (3) flares or three (3) triangle reflectors or three (3) emergency reflectors.
  - First Aid Kit, placed accessible to the driver.
  - Fire Extinguisher.
31. No person shall operate any vehicle and the owner or custodian of a vehicle shall not permit the same to be operated upon or to remain upon any way, unless the following requirements are complied with:
- The words "SCHOOL BUS" shall be painted on the front and rear of each such vehicle in black letters of not less than six to eight inches (6" to 8") in height and in strokes of not less than three quarter inch to one inch (3/4" to 1") where they are displayed or as prescribed according to School Bus Regulations.
  - Each vehicle shall contain adequate seating accommodations for each passenger transported therein, provided that any such van in which adequate straps, handles or other supports are available for standing passengers may not exceed 25% more passengers than those for whom adequate seating accommodations are provided.
  - All doors shall be kept closed while the vehicle is in motion.
  - Each vehicle shall be operated by a person not younger than twenty-one (21) years of age and not older than seventy (70), (the latter undergoing two (2) physical examinations per year), who is licensed under Chapter 90, Section 8A, or who is licensed under Section 9 of Chapter 159A and is subject to an annual physical examination in accordance with the regulations of the carrier employing such person as an operator.
  - No fueling shall take place while any vehicle is occupied by a passenger.
  - Each vehicle body shall be painted a yellowish-orange color similar to what is commonly known "National School Bus Chrome." Except that fenders and trim may be black as prescribed according to School Bus Rules and Regulations.
  - Each vehicle shall be equipped with front and rear blinker lights of a type approved by the registrar, which shall be left flashing when children are entering or leaving said vehicle.
  - That drivers will not leave a vehicle unattended when children are in the vehicle except in an emergency, and only then if the children are safer in the vehicle than the surrounding environment.
32. All laws of the United States, the Commonwealth of Massachusetts, and Atlantis Charter School relating to bonds, insurance, inspection by the Department of Public Utilities, the Registry of Motor Vehicles, and that all requirements of Chapter 90, Section 1 and/or Chapter 159A, Section 11A, and the Laws of the Commonwealth of Massachusetts concerning the safe transportation of children shall be rigidly adhered to. The SUCCESSFUL BIDDER(S) agrees to furnish the Atlantis Charter School with all reports of inspection made by the Department of Public Utilities (DPU) and the Registry of Motor Vehicles (RMV) as the Atlantis Charter School shall order and/or in accordance with statutory requirements.
33. The SUCCESSFUL BIDDER(S) agrees that no person under twenty-one (21) years of age and not older than seventy (70) years of age, (the latter undergoing two (2) physical examinations per year), and only persons of high character will be allowed to operate school vehicles. The SUCCESSFUL BIDDER(S) shall furnish the Atlantis Charter School with list of names of the drivers of the school Vehicle(s) and their accident records for the last three (3) years. The Atlantis Charter School reserves the right to disapprove any driver for reasonable cause. In case of any change of vehicle driver the SUCCESSFUL BIDDER(S) shall notify the Director of Transportation or his designee as soon as possible.

34. The SUCCESSFUL BIDDER(S) agrees that his/her vehicle drivers shall be responsible for order on the vehicle, that they shall report to the appropriate bus monitor, site leader or the Director of Transportation or his designee the names of any pupils who cause disturbance on the vehicle, that no vehicle driver shall for any reason deny transportation to any person entitled thereto unless under extreme exigencies and must immediately report that reason to the building site leader. Drivers will not take disciplinary action against any pupil. Nothing herein shall prevent a driver from orally reprimanding a pupil for action that might cause harm to himself or others.
35. There will be no smoking by drivers or students and no texting or cell phone use by drivers while transporting children to and from school.
36. No person operating a school vehicle in any way shall run it at a rate of speed greater than is reasonable and proper, having regard to traffic and the use of the way and the safety of the public. No person shall operate a school vehicle within a school zone, established in conformance with the standards of the Department of Public Works, at a rate of speed exceeding twenty (20) miles per hour. No person shall operate a school vehicle at a rate of speed exceeding forty (40) miles per hour (city driving) while actually engaged in carrying school children.
37. Stops will be made at convenient points on specified areas to receive pupils for transportation designated schools and to discharge pupils for transportation on return trips. Such loading and discharging points may be designated by the Director of Transportation or his designee, if deemed advisable.
38. The SUCCESSFUL BIDDER(S) shall maintain a sufficient management staff to cover operations from 6:00 a.m. through 5:00 p.m. daily when school is in session. Managers, Dispatchers, and a Maintenance Supervisor shall not be bus drivers at any time except in an emergency.
39. The SUCCESSFUL BIDDER(S) agrees to assign a person(s) who will be available to the Director of Transportation or his designee at least two (2) hours after school is dismissed or until the last regularly bus returns to the base of operations for the purpose of conferences and consultations relative to vehicles schedules, pupil behavior, billing and other related matters.
40. Substitute drivers must meet all requirements stated herein and shall be pre-qualified for the school routes driven to the maximum extent possible. The speed and method of operation of vehicles shall always be such as to insure a high degree of safety for the pupils, and shall be in compliance with all state and local laws.
41. All vehicles shall be kept clean, mechanically safe, and the SUCCESSFUL BIDDER(S) shall agree to keep the vehicles in good working condition and to furnish all necessary gasoline, oil, grease, tires, maintenance and repairs throughout the entire period of the contract.
42. The SUCCESSFUL BIDDER(S) shall assume the defense of and indemnify and save harmless the Atlantis Charter School and their officers, agents, and employees from all claims relating to labor performed or furnished and equipment used or employed for work; from injuries to any person or parties received or sustained by or from the carrier and his employees and subcontractors and employees in doing the work, or in consequence of any improper equipment or labor used or employed therein; and from any act or omission or neglect of the carrier and his employees therein.
43. Carriers are not to transport private fares while transporting Atlantis Charter School children. While Atlantis Charter School children are being transported, the vehicles are to be used solely for that purpose, except with written permission of the Director of Transportation or his designee.
44. The Director of Transportation or his designee shall designate the routes to be serviced and shall regulate the time starting and arriving in order to accommodate the opening and closing of the daily sessions of the schools. The Director of Transportation or his designee should have the right to modify said routes (delete or add any child) whenever it is deemed necessary.
45. The Atlantis Charter School does not assume responsibility for any change in State or Federal Laws concerning school transportation which may occur during the duration of this contract. The SUCCESSFUL BIDDER(S) shall maintain buses according to a planned preventive maintenance program.

46. In the event of failure for five (5) consecutive days to transport pupils as herein provided, this contract may be terminated by the Atlantis Charter School or its legal representatives or assignees, by a notice in writing given to the SUCCESSFUL BIDDER(S), or his legal representatives or assignees, of its intention to terminate this contract, and after three (3) days said notice shall be a termination of this contract and the Atlantis Charter School shall not be liable for any service rendered under this contract for any part of the month when said services ceased or failed to be rendered according to the terms thereof, and the SUCCESSFUL BIDDER(S) shall be liable for all other damages suffered by the Atlantis Charter School as a result of the termination of this contract.
47. Any knowing or intentional violation by the SUCCESSFUL BIDDER(S) of any materials provision of the contract, or of the specifications forming a part thereof, shall constitute cause for termination of said contract by the Atlantis Charter School, if said department shall be taken, deemed, or construed as affecting the right of said department to so terminate for any other or future violation.
48. Substitute Vehicle Drivers: Substitute vehicle drivers shall be pre-qualified for the routes driven to the maximum extent possible. This means that the vehicle SUCCESSFUL BIDDER(S) shall operate with an available reserve of qualified substitute vehicle drivers. Such qualifications for substitute vehicle drivers shall be established by having had prior experience with Bus routes in the City of Fall River to the maximum extent possible and shall be familiar with all safety provisions. Substitute drivers shall be familiar with:
  - a. Current vehicle routes
  - b. School locations and starting times
  - c. City road system
49. No one but the driver will occupy the driver's seat of a transportation vehicle. The driver shall not leave his vehicle while the motor is running. Drivers shall have a minimum of ten (10) hours of Defensive Driving Courses provided and paid for by the SUCCESSFUL BIDDER(S).
50. The same drivers are to be used on a regular basis and the drivers are to accept responsibility for the safety of the students. The SUCCESSFUL BIDDER(S) will supply a complete description of the safety organization of the company, safety program, examples of program requirements for ongoing training, and the scheduling of all Vehicle Evacuation Drills to be performed twice a year at the SUCCESSFUL BIDDER(S) facility.
51. The SUCCESSFUL BIDDER(S) agrees that, in the event of bankruptcy, insolvency, attachments or liens placed against the SUCCESSFUL BIDDER(S), the contract may be declared null and void at the option of the Atlantis Charter School and the Atlantis Charter School shall then have the right to deduct and receive all monies due the Atlantis Charter School from the SUCCESSFUL BIDDER(S).
52. The SUCCESSFUL BIDDER(S) shall operate and maintain a radio network in its base of operation. All vehicles, including spare vehicles shall be equipped with two-way radios to contact Dispatchers at the base station. CB radios are not allowed. The SUCCESSFUL BIDDER(S) is responsible for the cost of operating and maintaining radios. In addition, the SUCCESSFUL BIDDER(S) will provide at his/her expense, a telephone system with at least two (2) incoming lines that are to be maintained and operated at the CONTRACTOR'(S) base of operations.
53. The SUCCESSFUL BIDDER(S) shall have or have contracted for a repair facility properly equipped with a wrecker or tow service, service mechanics, and sufficient personnel to assure that all vehicles are kept at a high degree of safety and appearance. The SUCCESSFUL BIDDER(S) shall also ensure that all vehicles have been inspected and approved by the State of Massachusetts.
54. Camera monitoring required on interior and exterior of every 71 passenger vehicles.

**Fuel Escalation Clause**

It is agreed that if, during the life of the contract (July 1, 2021 until June 30, 2022), the price of fuel increases beyond the price per gallon as reported in the New York Journal of Commerce "Low Tank Wagon Price" Providence Terminal on the day of the bid opening, TUESDAY, June 22, 2021, the Atlantis Charter School will reimburse the difference.

Below is the criteria which must be met.

The contractor has provided the actual live mileage to the school district. The number of live miles will be divided by 8 miles per gallon, multiplied by the increased cost of fuel.

**EXAMPLE:**

1000 live miles divided by 8 miles per gallon = 125 gallons

\$2.10 actual low tank wagon price as of Monday, May 17, 2021

\$2.35 price during the term of the contract

$\$2.35 - \$2.10 = \$.25$  increase x 125 gallons =  $\$31.25$  x number of days fuel increased.

This information will be presented as a separate bill with this formula, on vendor's letterhead, and a copy of the section of the New York Journal of Commerce indicating the cost increase for the specified period.

DATE:

NAME:

SIGNATURE:

TITLE:

COMPANY:

**BID FORM  
(Must be submitted)**



**71 Passenger School Buses:**

**Item A**

It is anticipated contingent upon FY2021 - 2022 Funding that the following student transportation to/from Bicentennial Park, Fall River, MA, and Atlantis Charter School, 991 Jefferson Street, Fall River, MA will be utilized. Bid price per day per unit based on 2-2.5-hour reports

**Bicentennial Park: 2021 - 2022**

**AM: (1) 71 Passenger School Bus – All Grades (K-6)**

- 7:50 AM Arrive Bicentennial Park, Fall River, MA
- 8:00 AM Depart Bicentennial Park, Fall River, MA
- 8:15 AM Arrive Atlantis Charter School, 991 Jefferson Street, Fall River, MA – enter property via Dickinson Street entrance
- 8:20 AM (1) 71 Passenger School Bus to return staff to Bicentennial Park, Fall River, MA

**PM: (1) 71 Passenger School Buses – All grades (K-6)**

- 2:45 PM Arrive at Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Dickinson Street Entrance
- 2:50 PM Load at Atlantis Charter School, 991 Jefferson Street Fall River, MA – Zone A
- 2:55 PM Depart Atlantis Charter School, 991 Jefferson Street Fall River, MA via Jefferson Street
- 3:15 PM Arrive Bicentennial Park, Fall River, MA
- 3:20 PM (1) 71 Passenger School Bus to return staff to Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Jefferson Street

**Item A (1) – Early Release Days – Bicentennial Park – (1) 71 Passenger Bus**

- 11:55 AM Arrive at Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Dickinson Street Entrance
- 12:00 PM Load at Atlantis Charter School, 991 Jefferson Street Fall River, MA – Zone A
- 12:05 PM Depart Atlantis Charter School, 991 Jefferson Street Fall River, MA via Jefferson Street
- 12:20 PM Arrive Bicentennial Park, Fall River, MA
- 12:25 PM (1) 71 Passenger School Bus to return staff to Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Jefferson Street

## **Item B**

It is anticipated contingent upon FY2021 - 2022 Funding that the following student transportation to/from Kennedy Park, Fall River, MA, and Atlantis Charter School, 991 Jefferson Street, Fall River, MA will be utilized. Bid price per day per unit based on 2-2.5-hour reports.

### **Kennedy Park: 2021 - 2022**

#### **AM: (1) 71 Passenger School Bus – All Grades (K-6)**

##### **Run 1**

- 7:20 AM Arrive Kennedy Park, Fall River, MA – Bradford Ave. bus stop
- 7:30 AM Depart Kennedy Park, Fall River, MA
- 7:45 AM Arrive Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Dickinson Street entrance. Drop off at Zone A
- 7:50 AM Depart Atlantis Charter School, 991 Jefferson Street Fall River, MA exit property via Jefferson Street

##### **Run 2**

- 8:05 AM Arrive Kennedy Park, Fall River, MA – Bradford Ave. bus stop
- 8:10 AM Depart Kennedy Park, Fall River, MA – Bradford Ave. bus stop
- 8:25 AM Arrive Atlantis Charter School, 991 Jefferson Street, Fall River, MA enter property via Dickinson Street entrance. Drop off Zone A
- 8:30 AM (1) 71 Passenger School Bus to return staff to Atlantis Charter School, 991 Jefferson Street, Fall River, MA

#### **PM: (2) 71 Passenger School Buses: Bus 1 (Grades K-3) Bus 2 (Grades 4-6)**

- 2:45 PM Arrive at Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Dickinson Street Entrance
- 2:50 PM Load at Atlantis Charter School, 991 Jefferson Street Fall River, MA – Zone A
- 2:55 PM Depart Atlantis Charter School, 991 Jefferson Street Fall River, MA exit property via Jefferson Street
- 3:15 PM Arrive Kennedy Park, Fall River, MA – Bradford Ave. bus stop
- 3:20 PM (1) 71 Passenger School Bus to return staff to Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Jefferson Street

#### **Item B (1) – Early Release Days – Kennedy Park – (2) 71 Passenger Buses**

- 11:55 AM Arrive at Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Dickinson Street Entrance
- 12:00 PM Load at Atlantis Charter School, 991 Jefferson Street Fall River, MA – Zone A
- 12:05 PM Depart Atlantis Charter School, 991 Jefferson Street Fall River, MA via Jefferson Street
- 12:20 PM Arrive Kennedy Park, Fall River, MA
- 12:25 PM (1) 71 Passenger School Bus to return staff to Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Jefferson Street

### **Item C**

It is anticipated contingent upon FY2021 - 2022 Funding that the following student transportation to/from Maplewood Park, Fall River, MA, and Atlantis Charter School, 991 Jefferson Street, Fall River, MA will be utilized. Bid price per day per unit based on 2-2.5-hour reports

### **Maplewood Park: 2021 - 2022**

#### **AM (1) 71 Passenger School Bus – All Grades (K-6)**

##### **Run 1**

- 7:30 AM Arrive Maplewood Park, Fall River, MA
- 7:40 AM Depart Maplewood Park, Fall River, MA
- 7:50 AM Arrive Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Dickinson Street entrance. Drop off at Zone A
- 7:55 AM Depart Atlantis Charter School, 991 Jefferson Street Fall River, MA exit property via Jefferson Street

##### **Run 2**

- 8:05 AM Arrive Maplewood Park, Fall River, MA
- 8:10 AM Depart Maplewood Park, Fall River, MA
- 8:20 AM Arrive Atlantis Charter School, 991 Jefferson Street, Fall River, MA enter property via Dickinson Street entrance.
- 8:25 AM (1) 71 Passenger School Bus to return staff to Maplewood Park – exit property via Jefferson Street

#### **PM (2) 71 Passenger School Buses: Bus 1 (Grades K-3) Bus 2 (Grades 4-6)**

- 2:45 PM Arrive at Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Dickinson Street Entrance
- 2:50 PM Load at Atlantis Charter School, 991 Jefferson Street Fall River, MA – Zone A
- 2:55 PM Depart Atlantis Charter School, 991 Jefferson Street Fall River, MA exit property via Jefferson Street
- 3:05 PM Arrive Maplewood Park, Fall River, MA
- 3:10 PM (1) 71 Passenger School Bus to return staff to Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Jefferson Street

#### **Item C (1) – Early Release Days – Maplewood Park – (2) 71 Passenger Buses**

- 11:55 AM Arrive at Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Dickinson Street Entrance
- 12:00 PM Load at Atlantis Charter School, 991 Jefferson Street Fall River, MA – Zone A
- 12:05 PM Depart Atlantis Charter School, 991 Jefferson Street Fall River, MA via Jefferson Street
- 12:15 PM Arrive Maplewood Park, Fall River, MA
- 12:20 PM (1) 71 Passenger School Bus to return staff to Atlantis Charter School, 991 Jefferson Street Fall River, MA enter property via Jefferson Street

**Bid Sheet**

**Item A**

**Year 1 (2021 - 2022) July 1, 2021 – June 30, 2022 – Bicentennial Park**

**\$ \_\_\_\_\_ Bid per day x 185 Days = \$ \_\_\_\_\_**

**Optional Year 2 (2022-2023) – July 1, 2022 – June 30, 2023 – Bicentennial Park**

**\$ \_\_\_\_\_ Bid per day x 185 = \$ \_\_\_\_\_**

**Optional Year 3 (2023-2024) – July 1, 2023 – June 30, 2024 – Bicentennial Park**

**\$ \_\_\_\_\_ Bid per day x 185 = \$ \_\_\_\_\_**

**Item B**

**Year 1 (2021 - 2022) July 1, 2021 – June 30, 2022 – Kennedy Park**

**\$ \_\_\_\_\_ Bid per day x 185 Days = \$ \_\_\_\_\_**

**Optional Year 2 (2022-2023) – July 1, 2022 – June 30, 2023 – Kennedy Park**

**\$ \_\_\_\_\_ Bid per day x 185 = \$ \_\_\_\_\_**

**Optional Year 3 (2023-2024) – July 1, 2023 – June 30, 2024 – Kennedy Park**

**\$ \_\_\_\_\_ Bid per day x 185 = \$ \_\_\_\_\_**

**Item C**

**Year 1 (2021 - 2022) July 1, 2021 – June 30, 2022 – Maplewood Park**

**\$ \_\_\_\_\_ Bid per day x 185 Days = \$ \_\_\_\_\_**

**Optional Year 2 (2022-2023) – July 1, 2022 – June 30, 2023 – Maplewood Park**

**\$ \_\_\_\_\_ Bid per day x 185 = \$ \_\_\_\_\_**

**Optional Year 3 (2023-2024) – July 1, 2023 – June 30, 2024 – Maplewood Park**

**\$ \_\_\_\_\_ Bid per day x 185 = \$ \_\_\_\_\_**

**BID FORM  
(Must be submitted)**

**Bid Total**

<b>Total Bid Year 1 (items 1A, 1B, 1C) -</b>	<b>\$ _____</b>
<b>Total Bid Optional Year 2 (items 1A, 1B, 1C) -</b>	<b>\$ _____</b>
<b>Total Bid Optional Year 3 (items 1A, 1B, 1C) -</b>	<b>\$ _____</b>

The contract will be awarded to the responsive and responsible one bidder offering the lowest price (items 1A, 1B, 1C) for one year with an optional two years (2021-2022, 2022-2023, 2023-2024).

**The award for bid is not divisible**

**BID FORM  
(Must be submitted)**

**Attachments:**

- **2021-2022 – Draft Calendar**
- **Prevailing Wage Sheet – School Bus Drivers**



# SCHOOL CALENDAR 2021-2022

<b>Monday</b>	<b>August 30</b>	<b>First Day of School (Grades 1-12)</b>
<b>Monday</b>	<b>August 30</b>	<b>Kindergarten Orientation</b>
<b>Tuesday</b>	<b>August 31</b>	<b>First Day of School (Kindergarten)</b>
<b>Friday</b>	<b>May 27</b>	<b>Last Day of School (Seniors)</b>
<b>Friday</b>	<b>June 3</b>	<b>Graduation Day (Seniors)</b>
<b>Thursday</b>	<b>June 16</b>	<b>Last Day of School (Grade K – full day)</b>
<b>Friday/Monday</b>	<b>June 17/20</b>	<b>New Kindergarten student registration</b>
<b>Tuesday</b>	<b>June 21</b>	<b>Last Day of School (Grades 1-11)</b>

## NO SCHOOL & EARLY DISMISSAL DAYS FOR STUDENTS

Monday	September 6	Labor Day
Monday	October 11	Columbus Day
Thursday	November 11	Veterans' Day
Tuesday	November 16	<b>Early Dismissal (Students Only): 11:00 AM (7-12); 11:45 AM (4-6); 12:00 PM (K-3) (P/T Conf)</b>
Wednesday	November 24	<b>Early Dismissal: 11:00 AM (7-12); 11:45 AM (4-6); 12:00 PM (K-3)</b>
Thursday-Friday	November 25-26	Thanksgiving Recess
Monday-Friday	December 20–December 31	Christmas & New Year's Recess ( <i>School re-opens: Monday, January 3<sup>rd</sup></i> )
Monday	January 17	Martin Luther King Day
Monday-Friday	February 21-25	Winter Recess ( <i>School re-opens: Monday, February 28<sup>th</sup></i> )
Friday	April 15	Good Friday
Monday-Friday	April 18-22	Spring Recess ( <i>School re-opens: Monday, April 25<sup>th</sup></i> )
Tuesday	April 26	<b>Early Dismissal: 11:00 AM (7-12); 11:45 AM (4-6); 12:00 PM (K-3) (P/T Conf)</b>
Friday	May 27	Last Day of School for Seniors – <b>Early Dismissal: 11:00 AM (Grade 12 ONLY)</b>
Monday	May 30	Memorial Day
Friday	June 3	<b>Early Dismissal (Students Only): 11:00 AM (7-11); 11:45 AM (4-6); 12:00 PM (K-3) (Graduation)</b>
Thursday	June 16	Last Day of School for Kindergarten (Full Day)
<b>Tuesday</b>	<b>June 21</b>	<b>Last Day of School for Grades 1-11; 11:00 AM (7-11); 11:45 AM (4-6); 12:00 PM (1-3)</b>

**If a school day is cancelled due to inclement weather conditions or other emergencies, the day or days may be added to the closing date of the school year.**

### End of Marking Period

Quarter	End of Marking Period	Number of Days
1	Friday, November 5	48
2	Friday, January 28	47
3	Friday, April 8	45
4	Tuesday, June 21	45

### Parent-Teacher Conferences

<b>1<sup>st</sup> Quarter: Tuesday, November 16, 2021</b> <i>12:00 PM – 6:00 PM</i>	<b>3<sup>rd</sup> Quarter: Tuesday, April 26, 2022</b> <i>12:00 PM – 6:00 PM</i>
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### Hours of Operation – Subject to Change

Grades K-3: Students must be in homeroom at 8:30 AM and are dismissed at 3:15 PM  
 Grades 4-6: Students must be in homeroom at 8:30 AM and are dismissed at 3:00 PM  
 Grades 7-8: Students must be in homeroom at 7:30 AM and are dismissed at 2:30 PM  
 Grades 9-12: Students must be in homeroom at 7:30 AM and are dismissed at 2:30 PM  
**All students must be picked up within 15 minutes of dismissal.**



**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**

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Atlantis Charter School

**Contract Number:**

**City/Town:** FALL RIVER

**Description of Work:** Student transportation grades K-6 to and from school

**Job Location:** 991 Jefferson Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 from the Department of Labor Standards (“DLS”) 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 any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person 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 DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- 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. Awarding authorities are required to request these updates 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, 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. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to 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. A sample of a payroll reporting form may be obtained at <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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- 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.



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

Additional Apprentices 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. Apprentices 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.

**ALL BIDDERS MUST ANSWER EACH CATEGORY TO THIS QUALIFICATION SHEET**

Respond **Yes or No** to each item:

1. 10% Bid Bond enclosed in bid package \_\_\_\_\_
2. Proof of Performance Bond in the amount of 50% of total bid. \_\_\_\_\_
3. Preventative Maintenance Programs included in bid package \_\_\_\_\_
4. List of equipment included in bid package \_\_\_\_\_
5. Safety programs included in bid package \_\_\_\_\_
6. Pre-employment and random drug screening programs included in bid package \_\_\_\_\_
9. Resumes of key personnel, operations and maintenance \_\_\_\_\_
10. Previous 3 years audited financial statements \_\_\_\_\_
11. Proof of insurance requirements included in bid package \_\_\_\_\_
12. Have you ever filed for petition in bankruptcy? \_\_\_\_\_
13. List of references from at least three school districts with similar counts of 16-passenger vehicles included. \_\_\_\_\_
14. Have you ever defaulted on a transportation contract or been terminated for cause in the last ten (10) years? \_\_\_\_\_

BID FORM  
(Must be submitted)