



**CITY OF EVERETT
INVITATION FOR BID
25-28 Transportation of Homeless and Small Group Field Trips**

Due: February 4, 2025 at 11:30 AM



CITY OF EVERETT

Purchasing Department

484 Broadway, Room 14

Everett, MA 02149

INVITATION TO BID (IFB)

NOTICE TO SCHOOL BUS CONTRACTORS Transportation of Homeless and Small Group Field Trips

Pursuant to MGL c. 30B, the Purchasing Agent for the City of Everett is soliciting sealed bids from qualified contractors to provide transportation for homeless students and small group field trips for Everett Public Schools. The contract offered is for a period of twelve (12) months, with two additional 1 year options to renew at the sole discretion of the city.

All inquiries concerning this IFB must be submitted in writing and addressed to:

Allison Jenkins, Chief Procurement Officer
Purchasing Department
484 Broadway
Everett, MA 02149
Allison.jenkins@ci.everett.ma.us

Bid forms and documents may be obtained from the city website. [Purchasing - Everett, MA - Official Website](#) after 9 am on January 20, 2025.

All bids must be returned to the Purchasing Department, Room 14, 484 Broadway, Everett, MA 02149 on or before February 4, 2025 at 11:30 AM, at which time they will be publicly opened and read.

Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work.

This bid and contract are solicited under MGL c. 30B.
The City reserves the right to reject any or all bids if deemed to be in their best interest.

I. GENERAL CONDITIONS

- a. Attention of all bidders is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
- b. Bid forms shall be submitted to the Office of the Purchasing Agent, Room 14, 484 Broadway, Everett, MA 02149, on or before the date and time stated in the IFB. Each bid shall be in a sealed envelope, clearly marked on the outside of the envelope "25-28 Transportation of Homeless and Small Group Field Trips" and the name and address of the bidder.
- c. The bidder shall sign the response correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the response will sign the document.
- d. Bid forms shall be completely filled in. Bids which are incomplete, conditional or obscure will be rejected.
- e. No award will be made to any bidder who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications.
- f. Bidders may correct, modify or withdraw the original responses on or before the date and time as stated in the IFB. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the response will not be accepted. A bidder who wishes to withdraw a response must make a request in writing before the date and time of acceptance.
- g. Any bid received after the date and time stated in the IFB will be deemed non-responsive and shall not be opened. Unopened bids will be returned to the bidder.
- h. Bids will be publicly opened and read at the date and time stated in the "Legal Advertisement". All interested parties are invited to be present.
- i. No award will be made to any bidder who cannot satisfy the City that he has sufficient ability and experience in this class of work and sufficient capital to enable him to execute and complete the work successfully within the time named. The City's decision or judgment on these matters shall be final, conclusive and binding. Conditional bids will not be accepted.
- j. At the time of the opening of bids, each bidder shall be presumed to have read and be thoroughly familiar with these documents (including all addenda). The failure or omission of any bidder to examine any instrument, or document shall in no relieve any bidder from any obligation in respect to his/her bid.
- k. Each bidder shall acknowledge receipt of any and all addendum issued to the IFB by so indicating on the bid sheet. Failure to do so shall be cause to reject the bid as being non-responsive.
- l. It is understood that the firm/individual's response to the City to provide said services and products will remain valid for 90 days past the submission deadline.
- m. The contract will be awarded, subject to the availability of funds, to the lowest responsive, responsible bidder complying with the conditions set forth in the bid document, provided that the bid, in the opinion of the awarding authority, is reasonable and that it is in the best interest of the City of Everett to accept it.
- n. The City may cancel this IFB, in whole or in part, or may reject all bids submitted in response, or may procure only some goods and/or services outlined in this IFB whenever such action is determined to be fiscally advantageous to the City or if it is otherwise in the best interest of the City.

- o. The Bidder's attention is directed to the fact that all applicable Federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase shall apply to the contract throughout, and they shall be deemed to be including in the contract the same as though herein written out in full.
- p. The successful bidder must be licensed or incorporated to do business in the state of Massachusetts.
- q. It is understood that the Bidder has submitted the bid in good faith and has not colluded with any other individuals, firms, or corporations in creating the response to subvert the market process. The Bidder must sign and submit a Certificate of Non-Collusion and Tax Compliance Form with the bid sheets. (Forms are attached to the Bid Sheets.)
- r. If services are subsequently deemed to be unsatisfactory to the City and are in violation of the General and/or detailed Specifications, the City shall notify the said bidder. If mutually agreeable arrangement cannot be achieved between the City and the bidder, the terms of the contract will be immediately terminated.
- s. Non-Appropriation of Funds Clause: Funding for the resulting contract from this IFB is subject to yearly appropriation. If the City does not appropriate funds for the stated purpose of this project, the contract will be terminated at no additional cost to the City.
- t. The Everett School Committee reserves the right to investigate the financial responsibility of all bidders to determine what assurance the owner may have of subsequent service.

TERMS AND CONDITIONS

- a. **TERM OF CONTRACT:** The performance period for any contract that shall commence upon issuance of the "Notice to Proceed" for a one-year period, with two additional 1-year options to renew at the discretion of the school department.
- b. **ASSIGNMENTS AND SUBCONTRACTING:** The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City. The successful bidder shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- c. **PAYMENT:** The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City of Everett. The Successful Bidder shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

Invoicing for all work must be done weekly and must be accompanied by copies of original bills for material used. Billing must separate labor and itemize materials.

d. **INSURANCE REQUIREMENTS:**

General- The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Everett, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance

- The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Everett at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Everett and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

- e. CHANGE ORDERS AND ADJUSTMENTS: Any request for a change order or adjustment must be submitted in writing and contain, an explanation of the need for the change order, a statement of work including a cost break down of each addition, and a statement that the change order is in the best interest of the awarding authority. The City is not obligated to pay for change orders that are not approved in writing, by the original contract signatories, prior to the execution of the work. Three (3) copies of the change order shall be required.
- f. INDEMNIFICATION: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.
- g. FEDERAL AND STATE LAW: The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

- h. **STATEMENT OF WORK:** Except as otherwise specifically stated in the bid and contract documents the selected contractor shall secure, at its own expense, all necessary permits and licenses and comply with all city and state codes and regulations. The selected contractor shall provide and pay for all materials, equipment, labor, tools, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever for his performance of the Contract within the specified time, and required for this project. The selected contractor must provide all materials and equipment free of any lien, claim or encumbrance.

SCOPE of WORK

Service is required for grades Pre-K through grade 12. The Contractor shall provide buses and drivers.

Everett Public Schools (EPS) reserves the right to increase or decrease the total number of buses required by up to five (5) units. When the total number of buses is decreased, the contract price will be adjusted accordingly by a written change order that states the reduction in the total number of buses and the adjusted contract price. Similarly, when the total number of buses is increased, the contract price will be adjusted accordingly by a written change order that states the addition in the total number of buses and the adjusted contract price. Changes to the contract shall be in writing and signed by all parties to the contract.

1. Bidders must furnish a certificate of insurance from an insurance company legally authorized to act within the Commonwealth of Massachusetts. The Everett Public Schools shall be named as an additional insured.
2. The Everett School Committee reserves the right to investigate the financial responsibility of all bidders to determine what assurance the owner may have of subsequent service.
3. The bidder shall agree to use vans/buses that conform to the General Laws of the Commonwealth of Massachusetts and the rules and regulations of the Department of Motor Vehicles relating to the transportation of public-school children. All transportation vehicles must pass a safety inspection by the Department of Motor Vehicles. All drivers must have a CORI report and fingerprinting report turned into the Everett Public Schools for our review prior to transporting any students.
4. The City of Everett/Everett Public Schools may terminate the contract without penalty on a five (5) day written notice.
5. Mode of Billing by the successful bidder. All invoices submitted for payment must contain the following information:

Bills must be submitted no later than thirty {30} days after the date of service to:

Everett Public Schools
121 Vine Street
Everett, MA 02149

Successful bidder must comply with the above billing procedure. Failure to do so will not only result in delay of payments, but also termination of the contract.

6. Van/Bus passenger capacity definition. In these specifications, a transportation vehicle must be a vehicle approved by the Massachusetts Department of Motor Vehicles to transport school aged children. Small group transportation vehicle must be a vehicle capable of transporting a maximum of 22 students.

7. For bidding purposes, the bidder is reminded that Everett Public Schools currently has nine Schools and is located just north of Boston, MA. The schedule of dates and locations will be developed by the Assistant Superintendent of Schools and may fluctuate on a daily basis based on the number of homeless families or school activities. The contractor and the Assistant Superintendent of Schools will mutually **agree** upon pick-up and drop off times. Everett has a large homeless population. This population is very transient. According to the McKinney Vento Homeless Education Act transportation for homeless students must begin immediately. The districts we have transported students from in the past are: Arlington, Bedford, all parts of Boston, Cambridge, Chelsea, Danvers, Dedham, Framingham, Haverhill, Holbrook, Lexington, Lynn, Lowell, Malden, Medford, Natick, Newton, North Reading, Peabody, Revere, Salem, Saugus, Wakefield, Wilmington and Woburn.

8. Contract obligation on behalf of the city is subject to appropriation.

9. The estimated number of homeless students we are currently transporting is 82 per day. They reside in shelters, hotels, DCF Foster Care Placements, and apartments. Some of these students may be from the same address.

10. Award will be made to the responsive, responsible bidder offering the lowest overall cost for transportation of homeless students and small vehicle transportation for small group trips.

11. All trips are round trip. The estimated number of miles is for round trip transportation.

12. The City of Everett/Everett Public Schools reserves the right to award the transportation to more than one company.

GENERAL: The Contractor shall provide all vehicles, equipment, fuel, personnel, cameras on buses, supervision licensing, insurance, related items and all ancillary support required to provide transportation services for grades Pre-K through Grade 12 public, parochial and private school students in the City of Everett as noted herein. The Contractor will adhere to all Student Transportation Services Policies & Procedures for the Everett School Department.

DRIVERS: Contractor drivers shall be responsible individuals, at least twenty-one (21) years of age, and shall possess a valid license to operate school buses. The Contractor shall not employ individuals convicted of a felony or convicted sex offenders. Drivers shall be courteous and careful and must have a reasonable ability to speak and understand English and be able to communicate in all typical and emergency related bus operation scenarios. The Contractor agrees at all times to furnish careful, competent, experienced drivers for all buses. **The Contractor shall provide the names of proposed drivers prior to award of the contract and within the deadline established in the Notice of Award.** The "Committee" reserves the right to reject any proposed driver or to direct the Contractor to remove any driver at any time, after award of the contract.

CONTRACT MANAGER: The Contractor shall provide the name of the local contract manager, the individual's qualifications and resume prior to award of the contract and within the deadline established in the Notice of Award.

CORI: In accordance with the provisions of Chapter 385 of the Acts of 2002, Contractor drivers shall submit to a Criminal Offender Record Information (CORI) check annually during the term of the contract, or as required by amendments to the statute. The Everett Public Schools will submit each name for a CORI check, will maintain CORI results on all drivers during the term of the contract and reserves the right to reject a driver based on the results of the CORI check. During the term of the contract the Contractor shall not employ new personnel that have not submitted to a CORI check and been approved for employment by Everett Public Schools. The Contractor shall provide a list of all employees and proposed employees prior to award of the contract and within the deadline established in the Notice of Award.

ORIENTATION: The Everett Public Schools will schedule and conduct an annual orientation session for all contractor drivers at a date and time mutually agreed upon by the Assistant Superintendent Finance and Operations (or designee) and the Contractor. All drivers employed by the Contractor during the term of the contract shall be required to attend the orientation.

MEDICAL EXAMINATIONS: The Contractor shall provide annual employment and pre-employment medical examinations to each employee or proposed employee as a condition of employment. Contractor employees shall undergo an annual physical examination by a physician licensed to practice medicine in the Commonwealth of Massachusetts. Any employee that does not submit to an annual physical examination or does not meet Federal, State or the employer's minimum medical standards of employability for bus drivers shall not be employed in conjunction with this contract. Prior to employment or continuation of employment all contractor employees shall be deemed fit for employment by the contractor's physician.

CDL: The Contractor shall provide a copy of each driver's CDL Certificate and written evidence of Contractor and driver compliance with CDL mandates prior to award of the contract and within the deadline established in the Notice of Award.

TRAINING: The Contractor shall provide an employee training program that meets or exceeds the Registry of Motor Vehicles requirement of eight (8) hours of "in service" training per driver, per year. The training program must be sure to address the following:

- Training of new drivers
- Training of substitute drivers
- Behavior management of students
- Response to emergency conditions including ALICE training
- CPR and first aid certification, including administration of epinephrine using EpiPens
- Inspection and knowledge of equipment

- Drug and alcohol program The Contractor shall schedule and hold the training program at multiple intervals throughout the term of the contract. The Contractor shall not schedule one annual training session per contract year. The Contractor shall provide evidence of each training session conducted, in the form of a written report to the Assistant Superintendent of Finance & Operations, within five (5) business days of completion of each program. The report shall contain at a minimum, the date of training, name of the attendees, training facilitator, agenda and certification of completion for each employee when appropriate.

DRUG POLICY: The Contractor shall provide a copy of the company's internal policy regarding substance abuse and random procedures for testing employees for evidence of drugs, alcohol and written evidence of compliance with CDL requirements for drug testing prior to award of the contract and within the deadline established in the Notice of Award.

CONTRACT EMPLOYEE RULES AND CONDUCT:

PERSONAL CONDUCT: Prohibitions:

- The use of personal cell phones by drivers is allowed only in the event of an emergency to call "911." ▪ Smoking in the vehicle and on school property is expressly prohibited
- Transportation of any passengers, other than students and authorize contractor personnel, is expressly prohibited.
- Drivers shall not make unauthorized stops during working hours.

GENERAL CONDUCT:

- Drivers shall not leave his or her bus at any time when passengers are in the bus, except in an emergency when the driver must leave to summon help.
- Drivers will operate school buses at a rate of speed that is legal and safe for existing conditions.
- Drivers will require passengers, when leaving the bus and/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 side of the road.
- Drivers shall be properly attired at all times.
- Drivers shall conduct themselves in a professional manner at all times.
- Drivers shall not use offensive language.
- Drivers shall not physically discipline students.
- Drivers shall not allow unauthorized passengers in the vehicle.
- Prior to the beginning of the school year, each driver shall perform a trial run of the route(s) in order to familiarize the driver with route stops and time schedules.
- Drivers shall enforce bus pass and/or money collection systems when directed to do so by the Contractor.

SAFETY STANDARDS:

- Drivers shall operate vehicles in a safe and reasonable manner at all times and shall observe all laws and regulations governing operation of school buses established by the General Laws of the Commonwealth, as amended.
- Drivers shall thoroughly inspect the interior of the vehicle for any passengers that may remain at the end of each route and when the vehicle is delivered to the Contractor's facility. Upon completion of the inspection for remaining passengers, a sign stating the vehicle is "CLEAR" shall be posted in each vehicle
- Drivers shall require passengers exiting the bus and crossing the road to the opposite side to pass in front of the bus.

- Drivers shall carefully observe dismounting students and shall not engage the vehicle until the driver clearly observes all students have safely crossed the roadway.
- Drivers shall engage the flashing vehicle lights and related safety systems and leave activated until students have safely crossed the road.
- Drivers shall remain in the vehicle when picking up students at school.
- Drivers shall not leave the vehicle unattended when students are in the vehicle.
- Drivers shall turn off the ignition and remove the keys when the vehicle is unattended.

EMERGENCIES/DISABLED VEHICLES:

Drivers shall activate the emergency warning signals and notify the Contractor's dispatch office via two-way radio when a breakdown occurs. The driver shall report whether the vehicle is occupied by students and the nature of the problem. The driver may exit the vehicle to place chock blocks under the wheels; the driver shall secure the vehicle, turn off the ignition and remove keys prior to exiting the vehicle.

In the event an emergency occurs during the transportation of students and there is no other viable means of communication available to the driver, the use of a cell phone is permitted to communicate with Everett Public Schools or the Contractor.

STUDENT CONDUCT/DRIVER ENFORCEMENT:

Contractor drivers shall:

- Maintain reasonable order on buses at all times.
- Immediately notify the Contractor of any condition that may endanger the safety of others. Not eject a student from a vehicle for misbehavior.
- Report all incidents and complaints to the Contractor and the school principal on the date of the occurrence.
- Not refuse to transport any student unless specifically instructed to do so by the Assistant Superintendent of Finance & Operations, School Principal, or Transportation Coordinator.
- Notify the Contractor's local manager, the school principal and the Assistant Superintendent of Finance & Operations of disruptive students, habitual or otherwise, and any behavior that may endanger the safety and welfare of others.
- Post printed rules of student conduct provided by the Contractor in a conspicuous location in the vehicle

ACCIDENTS:

The Contractor shall immediately notify the Contractor and the following city departments in the event of an accident:

- Everett Police Department - Officer in Charge
- EPS Office of Transportation and/or Assistant Superintendent of Finance & Operations
- The School in which the riders on the bus are enrolled.
- The bus driver shall make the determination to evacuate or retain students on the bus. When students are directed to leave the vehicle by the driver, they shall be relocated and held in a safe location in the general proximity of the accident site.
- The Everett Fire Department shall be notified immediately when the accident results in fire, potential danger of fire or spillage of fuel.
- The Contractor shall immediately dispatch substitute vehicle(s) to the site to retrieve students and complete the remainder of the route when the vehicle involved in the accident is determined by the Contractor to be unsafe or inoperable.
- The Contractor shall prepare and submit a written accident report to the Assistant Superintendent Finance & Operations by 3:00 P.M. on the date of occurrence.

BREAKDOWNS:

The driver shall immediately notify the Contractor's dispatcher in the event a vehicle breaks down. The Contractor shall notify the school principal of the breakdown and shall immediately dispatch substitute transportation to the location. The substitute vehicle shall complete the appointed route

PREVAILING WAGE:

Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The enclosed rates apply only to this work.

- The Prevailing Wage shall become part of the contract signed between the successful bidder and the awarding authority or the contract is invalid.
- Prevailing Wages must be paid to all persons employed on the project, regardless of whether they are employed by the successful bidder or a subcontractor.
- The wage rates issued for each project shall be paid for the entire project. Payroll records must be kept by the successful bidder for all persons employed on the project.
- A separate Statement of Compliance must be submitted to the Division of Occupational Safety by every employer, including all contractors and subcontractors.
- The link entitled "Weekly Payroll Records Report and Statement of Compliance" clearly details these requirements. <https://www.mass.gov/doc/weekly-statement-of-compliance/download>.
- A certified payroll must be submitted to EPS each week work is performed for the city under this contract.

GENERAL BID FORM

Please find the bid form on our website with the requested bus routes in an Excel document.

Please attach this page to the BID PRICE FORM.

The undersigned proposes to provide the School Department Bus Transportation as per the attached specifications for the cost outlined on the BID PRICE FORM. Please note that the estimated **number of miles is round trip** and can be increased or decreased at the discretion of the CITY of Everett. The estimated number of School days is 180 for students, which can be increased or decreased at the discretion of the CITY.

All potential vendors are reminded that the number of homeless students and the cities/towns they reside in are estimated. The number of homeless students can change on a daily basis. Also, transportation must be arranged within 24 hours of being notified. In addition, the number of van/small bus trips is an estimate and may change.

The Contract will be awarded to the responsive and responsible Bidder who submits the lowest total cost on the bid price form.

This bid includes addenda numbered: _____

The proposed contract price is \$ _____
Dollars and Cents

Written in Words

The undersigned agrees that, if it is selected Bidder, it will within five days (Saturdays, Sundays, and legal holidays excluded), after presentation thereof by the awarding authority, execute a Contract in accordance with the terms of this bid.

The undersigned certifies under penalties of perjury that there have been no substantial changes in its financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement. Respectfully submitted: Date

(SEAL - if bid is by a corporation)

(Name - Typed or Printed)

(Title)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

(Email Address)

EVERETT PUBLIC SCHOOLS
CRIMINAL OFFENDER RECORD INFORMATION POLICY (CORI) and Form

Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment, volunteer work or licensing purposes, the following practices and procedures will generally be followed.

- I. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
- II. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by CHSB.
- III. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
- IV. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
- V. If the Everett Public Schools is inclined to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the organization's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position or license, and given an opportunity to dispute the accuracy and relevance of the CORI record.
- VI. Applicants challenging the accuracy of the policy shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, Everett Public Schools will make a determination based on a comparison of the CORI record and documents provided by the applicant. The Everett Public Schools may contact CHSB and request a detailed search consistent with CHSB policy.
- VII. If the Everett Public Schools reasonably believes the record belongs to the applicant and is accurate, based on the information as provided in section IV on this policy, then the
- VIII. determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of the offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the hiring authority
- IX. Everett Public Schools will notify the applicant of the decision and the basis of the decision in a timely manner.
- X. All CORI forms must be returned to Everett Public Schools, 121 Vine Street, Everett, MA 02149.

EVERETT PUBLIC SCHOOLS
CRIMINAL OFFENDER RECORD INFORMATION
(CORI) ACKNOWLEDGEMENT FORM

TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR EMPLOYMENT, VOLUNTEER, SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES.

The Everett Public Schools is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to the Everett Public Schools to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing the Everett Public Schools with written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

The Everett Public Schools may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that the Everett Public Schools must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information of this Acknowledgement Form is true and accurate.

Signature

Date

Name (please print)

Title

FINGER PRINTING POLICY

As a Contractor working in an Everett Public School building, you are required to provide your fingerprints for a national criminal background check as a condition of access.

In order to provide your fingerprints, the state has contracted with a company called Morpho Trust USA to do the fingerprinting and the background check.

You must complete the process working in an Everett Public School building.
For your convenience, a center has opened at the Alliance Security Office located at 930 Broadway in Everett.

The cost for DESE licensed individuals is \$55.00, for unlicensed individuals (school secretaries, cafeteria workers, custodians, paraprofessionals, educational interpreters), the fee is \$35.00. If you visit the link below, it will take you to the website and you can begin the process of making an appointment online.

You will need our DESE organization number (Provider ID#). It is 00930000
<http://www.identogo.com/FPIMassachusetts.aspx>

*****IMPORTANT***** Do not delay in scheduling your appointment. The hours during which appointments can be made are limited.

**CITY OF EVERETT
CERTIFICATE OF NON-COLLUSION**

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.

CERTIFICATE OF TAX PAYMENT

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

(Signature of Authorized Individual)

(Printed Name of person signing)

(Name of business)

(Date)

Social Security Number or
Federal Identification Number

**CITY OF EVERETT
QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3. INCORPORATED? _____ NO _____ YES, IF YES DATE AND STATE OF INCORPORATION: _

4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT, if applicable:

9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #:(_____)

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #:(_____)

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #:(_____)

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #:(_____)

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Everett. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity.

Vendors shall provide immediate written notification to the Purchasing Agent of the City of Everett at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Everett, the contract will be cancelled and the award revoked.

Company Name: _____

Address: _____

City: _____, State: _____, Zip Code: _____

Phone Number: (_____) _____

E-Mail Address: _____

Signed by Authorized Company Representative:

Print name: _____

Title: _____

Date: _____

FUEL ADJUSTMENT

This bid is based on a gasoline price of \$3.64 per gallon and a diesel price of \$3.69 per gallon Fuel Adjustment and will be hereafter referred to as the "Base Price of Fuel."

The Contractor agrees to maintain accurate and complete records relative to the use of gasoline and/or diesel fuel by each of its Everett Public Schools' vehicles. These records and all other information requested by the district shall be made available prior to the awarding of any fuel adjustment.

Beginning in the first year of the contract, and continuing for the duration of said contract, a fuel adjustment may be proposed based on the following formula:

When there is an average monthly variation of five cents (\$.05) per gallon or less, up or down, from the base price of gasoline, as established at the time of the contract bid, there will be no adjustment. On the first day of any month of any increase of more than five cents (\$.05) per gallon, additional payment for each one cent (\$.01) per gallon will be made to the contractor for the number of gallons used for transportation. This must be accompanied by wholesale price verification from the gasoline supplier. This will continue until gasoline prices come within the five cents (\$.05) per gallon variation allowance. If the average monthly cost of gasoline decreases more than five cents (\$.05) per gallon, a lesser payment of each one cent (\$.01) per gallon will be made to the contractor for the number of gallons used for transportation. This will continue until gasoline prices come within the five cents (\$.05) per gallon variation allowance. In both cases, any adjustment will be made each month for the term of the contract.

The amount of adjustment will be calculated as follows:

Gallons Used Per Day: Total daily route mileage X miles per gallon of the vehicles
Gallons Used Per Month:
Gallons used per day X number of days that students were transported
Fuel Adjustment:
Gallons used per month X number of cents of variation from the base per gallon price

(Signature of Authorized Individual)

(Printed Name of person signing)

(Name of business)

(Date)

FUEL COSTS

FC1. The amount of fuel consumed for purpose of adjustments will be determined by the total daily route mileage as defined in this contract - as adjusted to meet changing conditions. The adjustment will be based on the average price of fuel for the month as listed by Boston Tank Price to be used for computation of base cost included in these bid documents for the term of this contract. A copy of the price listing by Boston Tank price shall be submitted with the bid.

FC2. The monthly cost of the contract will be adjusted up or down based upon the price of fuel established at the time of the bid. Adjustments will be made only when the price varies from the base by plus (+) or minus (-) \$.05 and the adjustment will be made based on the average price for the month. Copies of the price listing (Boston Tank price) will be submitted when price adjustments are required or when requested by the school system.

FC3. The fuel adjustment will be accomplished using the following:

1. Established starting price of fuel (established at time of bid)
2. The fuel consumption rate in miles per gallon for 65-71 passenger buses shall be six (6).
The amount of adjustment will be calculated by using the formula below:

TOTAL DAILY ROUTE MILEAGE =
Miles per gallon (6)

Gallons used per day X number of school days that month X adjusted figure per gallon (only above or below \$.05 per gallon)

*Calculations to be received on a monthly basis.

Any change in the State motor fuel tax shall be adjusted on a penny-for-penny basis during the life of the contract. It will be separately computed outside the five-cent price adjustment limit based on the gallons used per day as calculated in the above formula.

FUEL ADJUSTMENT CLAUSE

Fuel Adjustment: If the price of fuel increases or decreases by more than \$.199 per gallon from the 'Bid Base Price of Fuel,' 80 percent (80%) of the cost increase or decrease shall be debited or credited to the monthly invoice(s). The increase or decrease shall apply to each category of service, i.e., regular Newton Transportation and Newton METCO transportation, field trips, and athletic events. The fuel cost increase or decrease must remain in effect from the first operating day of the month through the last operating day of the month based on the actual price paid per gallon. In order to receive reimbursement for increased fuel costs as provided herein, the Contractor must provide receipts for said fuel on a monthly basis throughout the contract term as verification of such increase, as well as an accurate accounting (live miles per trip) of the fuel used for the City's services. Miles-per-gallon shall be based on the bus manufacturer's specifications. Under no circumstances shall the City absorb fuel costs not associated with the contract.

Any change in the State motor vehicle fuel tax will be adjusted on a penny-for-penny basis during the life of the Contract. It will be separately computed outside the \$.199 adjustment limit, based on the gallons used per day as calculated above.

SAMPLE DO NOT RETURN

CITY OF EVERETT

AGREEMENT

THIS AGREEMENT made this ____ day of February, 2025 by and between the CITY of EVERETT, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 484 Broadway, Everett, Massachusetts, hereinafter referred to as the “CITY”, and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY invited the submission of bids for the transportation of homeless students, hereinafter the “Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the CITY has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders, and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of transporting homeless students, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This First Year of this Agreement shall be in effect from _____ and shall expire on January 31, 2026, unless terminated earlier pursuant to the terms hereof. The contract may be renewed for two (2) additional one (1) year terms at the sole discretion of the City.
4. COMPENSATION.
 - A. The CITY shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$ _____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the CITY from any and all claims and liabilities under this Agreement.
 - C. Neither the CITY’s review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
 - D. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made

available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The CITY shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE CITY. The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
9. INSURANCE.
 - A. The CONTRACTOR shall obtain and maintain in full force and effect during the Mayor of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth below:

General Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance
Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance	
Minimum Coverage	\$1,000,000 per occurrence

- B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.

11. TERMINATION. A. Termination for Cause. If at any time during the Mayor of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of its operation under this Contract in such detail and with such information as the CITY may request.

13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.

14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any Mayor or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONSULTANT:

Date Signed

CITY OF EVERETT, MA:

William Hart
Superintendent

Date Signed

Allison Jenkins
Chief Procurement Officer

Date Signed

I certify that an appropriation is available in the amount of this Contract.

Eric Demas
City Auditor/Chief Financial Officer

Date Signed

Approved as to form

Colleen Mejia, Esq.
City Solicitor

Date Signed

Carlo DeMaria
Mayor

Date Signed