



BID # k-45  
CITY OF SALEM  
PURCHASING DEPARTMENT  
Salem, Mass., April 27, 2009

The City of Salem reserves the right to reject any or all Bids, to omit any item or items called for, or to accept the Bid deemed in the best interest of the City.

This Bid request is to be returned to the office of the Purchasing Agent, 120 Washington Street, 3<sup>rd</sup> Floor, Salem, MA 01970 on or before 10:00 AM, May 20, 2009 sealed by the party making the offer.

Send all communications to: City Purchasing Agent, 120 Washington Street, 3<sup>rd</sup> Floor, Salem, MA 01970.

SPED SCHOOL BUS TRANSPORTATION

TOTAL: \$ 626,100.00  
From bid form

The Bidder acknowledge receipt of the following Addendums \_\_\_\_\_

COMPANY NAME LBK TRANSPORTATION Co Inc.

BUSINESS ADDRESS PO Box 3948

CITY, STATE & ZIP CODE Peabody, Ma 01960

TELEPHONE & FAX NO. 978-774-0727 978-750-6239

AUTHORIZED OFFICER (print) Kevin J. Guinee

AUTHORIZED SIGNATURE *KJ Guinee*

DATE 5-19-09

*KJ*

# City Of Salem

## Special Education Transportation– Inside Salem

### Scope of Work

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The City of Salem, acting through its School Committee, will receive bids for the transportation of students with special needs within the City of Salem. The contract would commence on August 31, 2009 and will be effective for a three (3) school year period.

### Description of Work

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#### General Guidelines

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The purpose of these specifications is to permit qualified contractors to formulate costs to provide safe, reliable and economical student transportation for the City of Salem.

1. Bids will be publicly opened at the office of the Purchasing Agent, Salem City Hall, 120 Washington Street, Salem, MA, 01970.
2. Two (2) signed originals of the bid proposal will be submitted on the bid forms provided.
3. All bids are to be submitted in a sealed envelope and marked "Special Needs Transportation – Inside City."
4. Bids received prior to the time established for the receipt of bids will be securely kept, unopened.
5. No bid received after the time established herein for the opening of bids will be considered regardless of the cause for delay in the receipt of any such bid.
6. Bidders will familiarize themselves with the form of contract attached to this document.
7. The Purchasing Agent reserves the right to reject any and all bids; to accept any bid or portion of a bid; to waive any informality in a bid; to investigate the ability of vendors to honor the bid; to select a vendor who does not submit the lowest bid; and to award the bid in the best interests of the Salem Public Schools.
8. Action on the award of the bid will be taken within ninety (90) days after the public opening.
9. The Superintendent of Schools, or his/her designee, will require receiving schools to report, on a weekly basis, daily a.m. and p.m. arrivals, and bus misses.
10. The Superintendent of Schools, or his/her designee, will make information and instructions required for the safe and proper transportation of students available to the successful bidder.
11. The Superintendent of Schools, or his/her designee, will have the authority, subject to the review and approval of the school committee, to make such changes as are deemed necessary in adjusting routes, times and dates, prices, assignments of monitors, requiring special vans for wheelchairs, or any other matters affecting the specific, individual needs of the students such as severity or type of handicap, age, fatigue, medication, or discipline.
12. The Superintendent of Schools, or his/her designee, reserves the right to check the credentials of any driver and demand his or her replacement if necessary.
13. The City of Salem will have priority use of vehicles to meet all of the Salem Public Schools transportation requirements in accordance with this specification.
14. This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause, which does not conform to such laws, will be void, and such laws will be operative in lieu of such clause.
15. The vendor, upon awarding of this contract, agrees to abide by all local, state and federal guidelines, including but not limited to the Americans with Disabilities Act, the Immigration Act, the Family and Medical Leave Act and minimum wage guidelines for all associates not covered by the Prevailing Wage established in this contract. The vendor further agrees to abide by all applicable policies of the Salem Public Schools, including but not limited to, acceptable criminal history background check and sexual harassment.

## Responsibilities and Agreements

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1. The successful bidder will be responsible for developing all routes, stopping places, and time schedules which will be submitted to the Superintendent of Schools or his/her designee three (3) weeks prior to contract starting time and also each subsequent year. The successful bidder will also be responsible for notifying guardians of estimated service times.
2. The successful bidder will be responsible for billing the School Department for all services contained in the contract subject to the approval of the Superintendent of Schools, or his/her designee.
3. The contractor will agree to disclose to the School Department the ownership and management staff proposed for the Salem Public School contract. The Salem Public Schools reserves the right to approve or disapprove of such management and staff and the contractor will make a good faith effort to respect the wishes of the district. The successful bidder agrees to assign a person who will be available to the Superintendent of Schools, or authorized representative, for the purpose of conferences and consultations related to bus schedules, bus routes, bus stops, student behavior, billing, and other related matters. This person will also be aware of the terms of this contract.
4. The successful bidder will report immediately, by phone, after its occurrence, to the Superintendent of Schools, or his/her designee, each and every accident or any other event or circumstance which causes a delay or in any way interferes with the strict performance of the agreement. In addition, a formal written report must be submitted within twenty-four (24) hours to the Superintendent of Schools or his/her designee.
5. The bidder to whom the award is made must enter into a written contract with the School Committee and the requirements set forth in these specifications will be considered binding and a part of the contract with the successful bidder.
6. If, for any reason, a bus cannot be operated on any school day, the bidder agrees to provide suitable insured transportation without additional charge.
7. All drivers and monitors must be certified in administering CPR/First Aid and EpiPen therapy prior to the commencement of the contract. The successful bidder will be required to present each driver's and monitor's certification prior to completion of the contract process.
8. The contractor will provide and maintain an in-service training and safety program for all drivers and monitors, including spare drivers and monitors in conformance with Chapter 766, Acts of 1972. Such a program will include meeting with drivers and School Department Officials or representatives in a general meeting at the bus contractor's expense, except that school space may be used for these meetings at no cost to the bus contractor. It will be mandatory that all drivers and monitors attend at least eight (8) of these meetings per year. For the duration of the contract, the successful bidder agrees to keep fully informed of and to comply with Chapter 40, Section 4 of the General Laws of the Commonwealth of Massachusetts, as amended, and Chapter 71B and any regulations pertaining thereto, and any Federal laws which may apply. The successful bidder also agrees to comply with any changes in State, Federal or local laws as they pertain to equipment as they occur at no cost to the School Department.
9. The successful bidder agrees to hold the Salem Public Schools, Salem School Committee, and City of Salem harmless in all liability actions in the performance of the terms of the contract.
10. The successful bidder is expected to be able to provide additional routes under the conditions set forth in these specifications whenever the School Department requires it, for the balance of the bid period at a price not to exceed that of the initial bid for the comparable distances.
11. All responsive and responsible bidder's will have experience in the transportation of exceptional and handicapped students that is similar in size and scope to that of the City of Salem and will submit letters of reference as evidence of this experience.
12. The successful bidder will be responsible for notifying guardians of the pick-up time for each student. Any change in schedule will require notification to the guardian of students so involved.
13. Each bidder will submit the names and addresses of communities they currently service.
14. The successful bidder will agree to the following requirements:
  - a. Pick up and delivery will be from place of residence or location approved by the Salem Public Schools to the designated school or program site and return to place of residence or alternate site. At each pick-up point the driver will signify his/her presence by alerting the residents of his/her arrival
  - b. Once a pick-up time has been established, the driver will make every effort to adhere to it. Whenever it becomes necessary to alter the pick-up time, the guardians will be notified at least twenty-four (24) hours in advance.

- c. Handicapped students will be serviced in accordance with the State Department of Education guidelines for Chapter 766 of the Acts of 1972. Students in wheelchairs will not be required to leave their chairs to travel safely.
- d. All vehicles will have monitors required by the Individual Education Plan. A good faith effort will be made by the contractor to provide substitutes for absences of regular monitors. Whenever possible, students with behavioral problems should be transported separately. The determination of the routes and students to be serviced by monitors will be the discretionary decision of the Administrator of Special Education or designee. All monitors must sit in the rear of the bus, unless assigned to a specific student.
- e. No student will be dropped-off at any point other than his or her own home without prior approval of the Superintendent of Schools or his/her designee, unless an alternate site has been pre-determined.
- f. Whenever possible, older students should not be transported with younger students, e.g. high school students should not be transported with elementary school students.
- g. No student will be dropped-off at a site unless a parent, guardian, or other supervising person is present. A supervising person may be a member of the family age 12 or above. For exceptions to this rule, the Salem Public Schools must be notified in writing. The vendor will be provided with an emergency telephone number or address to cover such a contingency. Driver must report to the Company, through two-way radio, for further instructions when no one appears to receive the student/students.
- h. Students will not be dropped-off at his/her school destination prior to the arrival of supervisory personnel, or later than the opening time listed.
- i. The driver will maintain a copy of specific bus routes in each vehicle for ready reference.
- j. All vehicles will be equipped with two-way radios under the direction of the Federal Communications Commission. This will be the responsibility of the Vendor. The Vendor will stay on a frequency that will be monitored by the Salem Public Schools on a device provided by the Vendor that is capable of such monitoring. If any radio is lost, broken or stolen, it will be repaired or replaced within five (5) days. If the radios are not repaired or replaced within five (5) days, there will be a penalty of \$100.00 (one hundred dollars) per day, per unit from date of loss.
- k. Waiting Policy. Three (3) minutes after arriving at an address, a driver who has not received a student may move on to the next stop, except in the case of multi-handicapped students, the wait should be five (5) minutes. The vendor's dispatcher must be notified of this and a log maintained for reference purposes.
- l. Any missed pick-ups or other irregularities on route must be reported immediately and contact must follow to the School Department.
- m. Lateness on route greater than fifteen (15) minutes will be reported to the Salem Public Schools Transportation Office so that guardians may be contacted.
- n. If a guardian claims the bus did not arrive, and the contractor cannot verify arrival with the driver, it will be assumed that the bus did not arrive. It will be the contractor's responsibility to send another bus for the student at no cost to the Salem Public Schools.
- o. Attached copies of Prevailing Wage Rates and the Statement of Compliance from the Mass. Dept. of Labor and Industries must be reviewed and complied with. If none are attached, the rates are available at the Purchasing Agent's Office, 120 Washington Street, 3<sup>rd</sup> floor, Salem, MA 01970. Certified Weekly Payroll documents shall be sent to the Purchasing Agent, 120 Washington Street, 3<sup>rd</sup> floor, Salem, MA 01970. They shall be sent three (3) business days after the close of the previous workweek.**
- p. The successful bidder will take all necessary precautions for the maximum safety of all students and, specifically, will agree that:
  1. No one but the bus driver will occupy the driver's seat.
  2. The driver will not leave his/her bus while the motor is running, and that the bus must not be in gear while the motor is running, and the bus is stopped.
  3. The doors of the bus must be kept closed while the bus is in motion.
  4. The driver will not permit a bus, or buses, to be overcrowded.
  5. There will be no smoking by drivers while transporting students to and from school or during any other school trips, or on school grounds. Students will be transported in a smoke-free atmosphere.
  6. Drivers will be courteous and exemplary in speech and action before said students at all times.

7. Drivers will not leave a vehicle unattended when students are in the vehicle except for an emergency or in case of radio failure, and only then if students are safer there than in the surrounding environment. In this event the driver will secure the vehicle and remove the key from the ignition and keep in their possession.
8. Drivers will not take disciplinary action against any student. Cases that warrant such action should be reported at once to the Salem Public Schools. Nothing herein will prevent a driver from reprimanding a student for action that might cause harm to the student or others.
9. The driver will comply with Chapter 90, Section 7-B: (3) all doors will be kept closed while the vehicle is in motion; (4) each school vehicle will be operated by a person twenty-one (21) years of age or over, who is licensed under this Chapter; and (5) no fueling will take place while any school vehicle is occupied by passengers.
10. The driver will comply with Chapter 90, Section 1: No person will operate a vehicle at a rate of speed exceeding posted limits while actually engaged in carrying students or as otherwise regulated.
11. On all vehicles, since monitors are provided, the driver and/or monitor will be responsible for assisting students in and out of the residence or classrooms when requested and in cases of emergency.
12. Only those persons authorized by the Salem Public Schools will be allowed to ride in the vehicles. Students will include only those listed on the schedule. The schedule is subject to adjustment and/or modification during the school year.
13. Due to the high volume of changes, there will be a 72-hour waiting period if there are 13 or more changes per week. When the average volume is down between 7-12 changes per week, the time limit will be reduced to 48 hours. As soon as the average volume is down to 6 or less, the change will be put into effect in 24 hours. Emergencies identified by the Salem Public Schools will be responded to immediately. In all cases, safety consideration will be paramount in the decision process.
14. The Vendor will not assign or sub-contract, or in any way transfer any interest in the Contract without prior consent of the Salem School Committee and proper notification to the City of Salem Purchasing Department.
15. The bus contractor will provide the necessary buses and drivers for two evacuation drills per rider each year.
16. Students with behavioral problems will not sit next to each other on the bus. They must be seated separately.
17. The contractor will agree to accept students for transportation to after school programs. These students will ride from their assigned school to the after school program that they attend. These programs will be in the City of Salem. This will be done without any additional cost to the Salem Public Schools.
18. All vehicles must be garaged within a five (5) mile travel radius of the Salem Public Schools Transportation Department office currently located at 29 Highland Avenue, Salem, MA 01970.
19. The Salem Public Schools must be advised of and give approval in advance, for any route which will include any passenger living in a community outside of Salem or any passenger whose transportation is not the responsibility of Salem Public Schools. Failure of the Contractor to obtain approval from the Transportation Department of the Salem Public Schools for the transportation of non-Salem residents could result in nonpayment of the costs for the particular route(s).
20. Students' names, addresses, phone numbers, route assignments, pickup and drop-off times will be accurately maintained on a computer on a daily basis and be accessible to Salem Public Schools. An accurate printout will be supplied to Salem Public Schools on a monthly basis with the Monthly Invoice and when a significant change has been effected. This service will be provided at no additional cost to the School Department.

## School Hours

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Schools will be scheduled as follows:

<u>OPENING/CLOSING HOURS</u>	<u>SCHOOL</u>
7:45-1:50	Bates Elementary Bentley Elementary
7:55-2:00	Horace Mann Laboratory School
8:00-2:00	Saltonstall School
8:20-2:25	Carlton Elementary Nathaniel Bowditch School Witchcraft Heights Elementary
8:30-2:30	Early Childhood Center*
8:20-2:45	Collins Middle School
7:24-2:02	Salem High School
8:30-2:00	Salem Prep @ Collins Middle School

\* Half Day Pre-School Hours      8:30–11:00 / 12:00–2:30  
Full Day Pre School Hours      8:30-1:30

The Salem Public Schools will have the authority to change the hours of schools. If school hours change, the charge per vehicle will remain the same.

Dismissal times for Early Release Day (8 per year)  
11:00 Early Childhood Center – no PM class  
11:20 Bates, Bentley, Saltonstall  
11:30 Salem Prep  
11:35 Horace Mann  
12:00 Carlton, Nathaniel Bowditch, Witchcraft Heights  
12:15 Salem High School  
12:30 Collins Middle School

