

SOLICITATION FOR:
ATHLETIC BUS TRANSPORTATION SERVICES
IFB 22-03



CITY OF WOBURN, MASSACHUSETTS

RELEASED:
August 30, 2021

DUE BY:
September 14, 2021 @ 11:00 AM

DELIVER TO:
City of Woburn
Purchasing Department
Attn: Orazio DeLuca, Chief Procurement Officer
10 Common St.
Woburn, MA 01801

SECTION 1.0 INSTRUCTIONS TO OFFEROR

1.1 General

- When submitting bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to: Purchasing Department, City of Woburn, 10 Common St. Woburn, MA 01801
- Bid submitted must be an original
- The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided:
 - a. 5% Bid Bond
 - b. Signed Certifications
 - c. Completed and signed Bid Pricing Page & Attached Excel Form
 - d. Signed Certificate of Authority
 - e. Completed Appendix A - Past Performance / References
 - f. Completed Appendix B – Vehicle List
 - g. Completed Appendix D – Company Background Information

NOTE: If Vendor is incorporated, an updated “CERTIFICATE OF GOOD STANDING” from the Commonwealth of Massachusetts may be required for the awarded vendor only.

- Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

1.2 General Information & Submission Instructions

1.2.1 Bid Delivery

Responses must be delivered by **September 14, 2021 at 11:00AM EST** to City of Woburn, Purchasing Department, Attn: Orazio DeLuca, 10 Common St. Woburn, MA 01801. One (1) copy of the response should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a bulleted items listed in Section 1.1.

1.2.2 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

1.2.3 Time for Bid Acceptance

The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the City of Woburn and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

1.2.4 Bonding Requirements

- 5% Bid Bond included with bid response
- 100% Performance Bond (awarded contractor only)

1.2.5 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department. **It is also the responsibility of the vendor to monitor the City's website for addenda. The web address is: www.cityofwoburn.com/departments/purchasing/bids**

1.2.6 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Woburn prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

1.2.7 Right to Cancel/Reject Bids

The City of Woburn may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

1.2.8 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 60 days following the bid opening.

1.2.9 Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

1.2.10 Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

1.2.11 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

1.2.12 Estimated Quantities

The City of Woburn has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

1.2.13 Brand Name “or Equal”

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

1.2.14 Warranty

The Offeror warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

1.2.15 Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor’s failure to comply with the Scope of Work (SOW) provided herein.

1.3 Questions About the Solicitation

Questions concerning this solicitation must be submitted in writing to: Orazio DeLuca, City of Woburn, Purchasing Department, 10 Common St. Woburn, MA 01801 **before 4:30PM on September 7, 2021** Questions may be e-mailed to odeluca@cityofwoburn.com. Written responses will be mailed or faxed to all bidders on record as having picked up the IFB. If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.4 Pre-bid Site Visit / Conference

Not applicable to this solicitation

1.5 Rule for Award

Per M.G.L. c. 30B §5, the contract (s) will be awarded to the responsive and responsible bidder offering the lowest price for CLIN 1 – 2.

1.6 Information to determine technical acceptability and responsibility (APPENDIX D)

To determine contractor responsibility, the Woburn School Committee reserves the right under M.G.L. c. 30B §5 to consider experience, service, and reputation in the student transportation field, as well as the financial responsibility and specific qualifications set out herein as to determine sufficient minimum standards of the prospective bidder.

Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this bid. Upon request of the Purchasing Agent, a Bidder who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previous provided. The Purchasing Agent reserves the right to reject any, or all bids.

1.6.1. Facilities

Bidders shall provide details on the proposed site to be used to house, maintain, and operate the required bus fleet. Specific information on facility address, size of buildings and parking areas, and features of site must be included. If the proposed site is not currently under the control of the Bidder (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site must be submitted.

1.6.2 Personnel

Bidders shall submit detailed descriptions of their driver recruitment programs, including typical wage and benefit information.

1.6.3 Past Performance

The contractor's sealed bid response will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation. The Woburn School Committee may choose to evaluate publicly available reports, and/or data. The Woburn School Committee may use present and/or past performance data obtained from a variety of sources not just those contracts identified by the contractor. The information gathered for past performance may be used in the responsibility determination.

The contractor shall provide past performance for **minimum of three (3) contracts/orders**, at least two must be with the municipal school systems that demonstrates recent and relevant past performance of similar scope, size and complexity of services identified. Recent is defined as within the last three (3) years. Relevant is the work similar complexity, magnitude and type of work described in the statement of work.

The Woburn School Committee may consider the past performance of other companies when they are team members, affiliates, or significant subcontractors who will perform major critical aspects of the requirement when such information is relevant to the acquisition; however, the contractor must clearly explain how these other companies will be significantly involved in the proposed contract. The contractor shall provide a detailed summary of the work performed for each past performance submitted. Where possible the city intends to interview each reference provided to verify project scope, dollar value and obtain additional past performance information.

The contractor shall provide telephone, fax, e-mail for the point of contact the technical and contractual personnel for each referenced project as well as a description of the referenced contract/purchase order.

Bidder's Name: _____

Authorized Signer's Signature _____

		Year 1	Year 2	Year 3		Year 1	Year 2	Year 3				
		2021-2022	2022-2023	2023-2024		2021-2022	2022-2023	2023-2024				
Bus Capacity	Estimated # of Trips	Price	Price	Price		Total Price	Total Price	Total Price				
65-72	231											
35 or less	47											
				Total Price								
				NPV								
			CLIN 1-2 for 3 Year Period									
All bids will be evaluated using a present value calculation. We will use an interest rate of 2.0%												
in the calculation. The three years of the contract will be the totals used for present value calculations.												

SECTION 2.0 GENERAL TERMS, CONDITIONS, CERTIFICATIONS

2.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the City of Woburn. Bids not submitted in duplicate may be rejected. Bids with erasures or alterations will be rejected.

2.2 Prices

Must be F.O.B. Delivered Destination-Woburn, MA. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

2.3 Awards

to a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

2.4. Payment

The City of Woburn shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the City Department in sufficient time for such discounts to be taken advantage of by the City and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the City, as specified on the order or from the date a correct invoice is received by the using agency of the City, if the latter date is later than the date of delivery.

2.5. Guarantees

The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

2.6 Patents

The Seller shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the City may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

2.7 Legality

The successful bidder shall comply with all applicable United States, Massachusetts, and/or City of Woburn codes, statutes, ordinances, rules, and regulations.

2.8 Taxes

Purchases made by the City are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

2.9 Bonds

If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to City of Woburn and must be filed with the original bid at the Office of the Purchasing Agent. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the City of the performance bond. In the case of a default, the bid surety shall be forfeited to the City of Woburn. The successful bidder may be required to furnish a performance bond in an amount and with a MA licensed Surety satisfactory to the City. The Contractor will assume all costs for bonds.

2.10 Orders

Verbal Orders are not binding on the City of Woburn, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of City Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the City. Purchase Orders issued by the City to pay for goods or services shall be made part of Contract.

2.11 Indemnity

Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

2.12. Equality Where trade names or specific manufacturers are mentioned in the specifications, the City does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The City invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:(a)it is at least equal in quality, durability, appearance, strength, and design;(b)it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and(c)it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be submitted to the City in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the

provisions of M.G.L., Ch.30,s.39J, or other applicable statute, approval shall be at the sole discretion of the City, it shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

2.13 Minority Business Enterprise Plan

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and, 17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

2.14 Right to Know Legislation

M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

2.15 Non-Collusion Affidavit

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10 Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: 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.

2.16 State Taxes Paid

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.17 Bid Offers

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

2.18 Unit Price

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

2.19 Insurance

Contractor shall purchase and maintain coverage for Workers’ Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor’s operations under this agreement, whether such operations be the Contractor’s, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$ 1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the City of Woburn as Additional Named Insured shall be filed with the City prior to the commencement of any contract’s operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-

renewal or cancellation of coverage to City of Woburn. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

2.20 Independent Contractor

The contractor is neither an agent nor an employee of the City of Woburn and is not authorized to act in behalf of the City of Woburn.

2.21 Complete Agreement

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

2.22 Assignment / Sub-Contracting

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the City without prior written consent of the City of Woburn.

2.23 Conflict of Interest

The bidder certifies that no official or employee of the City of Woburn has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the City of Woburn.

2.24 Termination

The City of Woburn shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the City of Woburn, or,(B)a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. City of Woburn shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The City of Woburn may terminate this Contract or any Purchase Order issued hereunder without cause at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be

entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

2.25 Return of property

Upon termination, the Contractor shall immediately return to the City of Woburn, without limitation, all documents ,plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the City, or items developed by the Contractor in accordance with the terms of a Contract with the City of Woburn.

2.26 Interpretations of Specifications

Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within five (5) working days before the scheduled bid opening or defined question due date located with the instructions to bidder. All requests shall be in writing to the Purchasing Agent.

2.27 Information

The submission of a bid offer authorizes the City to contact any and all parties referenced by the bidder in regard to financial and operational information. The City shall have the right to request verification of any information or qualifications submitted as part of any offer to the City.

2.28 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to City.

2.29 Governing Law

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

2.30. Enforceability

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

2.31 Samples

Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection process.

2.32 Discrimination

It is understood and agreed that it shall be a material breach of Contract resulting from this bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an **original signature** and all other information, or, the Bid or Proposal will be **rejected**.

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

1.STATE TAXES PAID: Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.CERTIFICATE OF NON-COLLUSION: M.G.L. C. 30, s. 39M and/or C. 30B, s.10 : Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: 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.

3.PUBLIC CONTRACTS - DEBARMENT: M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

4. HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$ 10,000.00: Chapter 306 of the Acts of 2004: The undersigned certifies that the firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. COMPLIANCE : The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies

sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name _____

Circle: Corporation / Partnership / Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

TIN # or Social Security # _____

State of Incorporation _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.

SECTION 3.0 INVOICING REQUIREMENTS

3.1 The acceptance by the Contractor of the Final Payment shall be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the Final Payment, if this be improperly delayed.

3.1.1 Payments of any claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

3.1.2 The District may withhold from the Contractor so much of the payment due her/him as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right, as agent for the Contractor to apply any amounts so withheld in such manner as the District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.

3.1.3 Invoicing Instructions

Each invoice shall be submitted on a monthly basis to the designated billing office at the following address:

**Woburn Public Schools
Attn: Robert Alconada, Asst. Superintendent of Finance
55 Locust St
Woburn, MA 01801
ralconada@woburnps.com**

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- 1) Name of the business concern, invoice number and invoice date;
- 2) Contract number, or authorization for delivery of property or performance of services;
- 3) Description, price, and quantity and services actually delivered or rendered (or SAR);
- 4) Shipping and payment terms;
- 5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- 6) Other substantiating documentation or information as required by the District

Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. The style and detail on said invoice shall be acceptable to the District. Such payments shall be made monthly on the basis of the number of buses required and used according to these Specifications, at the service levels required by the

transportation program. No payment will be made for spare buses unless used in actual service for additional runs. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are under the control of the Contractor. No payment shall be made for bus routes not operated during inclement weather or for any other cause for which schools are closed by the decision of the Superintendent of Schools or the School Committee. If any bus FAILS to operate on scheduled days, no payment shall be made for that vehicle.

Contractor shall maintain records during the term of the Contract of the services provided to the District on a task order basis, and shall submit such records upon request by the District for audit in support of each of the monthly invoices.

Per M.G.L. c. 149, §26-27D, certified payrolls are to be submitted to the Purchasing Department upon submission of each invoice. Services rendered under this contract are subject to the prevailing wage law.

SECTION 4.0 STATEMENT OF WORK

4.1 Objective

The City of Woburn, is issuing this Invitation for Bid (IFB) to secure athletic transportation services of all designated school children of the City of Woburn, Massachusetts, shall include the furnishing of all services necessary and required, consisting of the following in general: Transportation equipment, maintenance of equipment, operation, supervision, inspection, registration, licensing, insurance, and conformance to all applicable laws, rules, regulations of the Commonwealth of Massachusetts, Department of Motor Vehicles, City of Woburn, and the City of Woburn School Committee.

4.2 Work Detail

4.2.1 Equipment

4.2.1.1 The contractor shall furnish buses which conform in all respects to the General Laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Department of Education and the Registry of Motor Vehicles or other regulating agency with jurisdiction over the transportation of public school children.

4.2.1.2 The contractor shall comply with the provisions of MGL Chapter 250, Section 2 of the Acts of 1986 amending Chapter 90 Section 7B, clause 17, effective 8-15-89, as amended.

4.2.1.3 The contractor shall furnish all necessary equipment, gasoline, oil, grease, tires, maintenance, and repairs throughout the period of the contract.

4.2.1.4 The contractor will agree to comply with the provisions of Chapter 90 and Chapter 241, Section 1, of the General Laws of the Commonwealth of Massachusetts and all amendments and additions thereto, and also with the regulations of the State Registry of Motor Vehicles relating to school buses, equipment, and detail of school bus inspection issued pursuant to Chapter 271 of the Acts of 1932 and amendments and addition thereto. The contractor will also agree to comply with such requirements as the School Committee or the Business Manager may prescribe as essential for the safety of the pupils, including inspections of said buses by the State Registry of Motor Vehicles during the first week of January, March, May, September and November.

4.2.1.5 No bus provided by the contractor may be more than five (5) years old at the starting date of the contract. Regardless of the age of the bus, the School Committee will reserve the right to reject the use of any bus, which, in the opinion of the School Committee, is not a safe vehicle for the transportation of students. The contractor shall furnish the Business Manager with copies of all inspection results made by the Registry of Motor Vehicles within a reasonable time after each inspection period. If requested, the contractor will agree to submit his buses for inspection by any person or persons designated by the School Committee.

4.2.1.6 All buses shall be constructed, equipped and maintained in conformance with all applicable laws, regulations, and rules of the Registry of Motor Vehicles, the Department of Public Utilities and the State Government. The attention of all concerned is particularly directed to the following sections of Chapter 90 of the General Laws of the Commonwealth of Massachusetts:

Section 1	Definitions
Section 1 A	School Bus Registration
Section 7 A	Inspections of School Buses
Section 7 B	Requirements as to Operation of School Buses
Section 7 C	Registrar May Establish Minimum Standards for Construction, etc. of School Buses
Section 14	Precautions for Safety
Section 17	Speed Limit in Operation of School Buses

4.2.1.7 No bus shall be used which does not have a sign bearing the words “School Bus”

- a. Attached to the front and rear of the vehicles, as required by Section 7B, Chapter 90.

4.2.1.8 All buses used in the performance of this contract shall be equipped with 2-way FM radios which the contractor will operate from a base unit which must be manned at all times that buses are in transit.

4.2.1.9 Written reports of conditions of buses as determined at time of inspection during the first week of January, March, May, September and November shall be presented to the Office of the Business Manager upon receipt from the Registry.

4.2.1.10 All buses used in the performance of this contract shall have painted or otherwise attached numbers and the name of the contracting company on sides, front and rear, for easy identification.

4.2.1.11 On or before the last day of August and December of each year, the contractor must provide a list showing license plate numbers and registration certificate numbers as issued by the Registrar of Motor Vehicles. The list shall also include the bus numbers as assigned by the contractor.

4.2.1.12 There shall be no substitution of buses without permission of the Business Manager for the duration of the contract period, except in the case of emergency breakdown. All substitute buses shall be subject to all contract requirements.

4.2.2 Driver Personnel

4.2.2.1 The contractor shall employ as drivers of the buses individuals over the age of twenty-one, licensed to operate school buses in the Commonwealth of Massachusetts, of good character, physically fit, and known to be safe and experienced drivers. The contractor further agrees that all bus drivers so employed by him shall follow all rules and regulations for the safety of the students as prescribed by the provisions of Chapter 90 of the General Laws of the Commonwealth of Massachusetts. Each driver's Massachusetts School Bus Drivers license must have been screened through the CORI Process.

4.2.2.2 The contractor shall give reasonable assurance that his drivers are of excellent moral character and are exemplary of the type of person who should work with children.

4.2.2.3 Drivers shall, at all times, be courteous and exemplary in speech and actions before children.

4.2.2.4 Before the opening of school in September of each year the contractor shall provide the Business Manager with a list giving the full name, home address, telephone number, age, and school bus driver's license number with date of issue for each driver who will operate a bus and the status and date of the CORI Screening of each bus driver. The School Committee reserves the right to reject the use of any bus driver.

4.2.2.5 The contractor shall provide the Business Manager with the following for each driver:

- a. A report from a registered physician certifying that the driver is in sound physical condition and capable of performing the duties of bus driver. The physical examination shall include screening for alcohol and drug use.
- b. A report from a registered physician, or a State Laboratory Technician (as required under Chapter 732, Acts of 1970) certifying to the driver's freedom from tuberculosis in a communicable form. This report is filed initially at the time of employment and tri-annually thereafter.

4.2.2.6 Examination (a) is required annually and must be made before the opening of school in September. The examination in (b) is by law required once every (3) years only. Please note that the responsibility and any costs for providing this evidence rest with the contractor.

4.2.2.7 There will be no smoking by drivers while transporting children to and from school or on school grounds, or on athletic trips.

4.2.2.8 If the School Department feels that the Driver has not met all of the request stated in sections 1-6, then it will request that the driver be replaced.

4.2.3 Operations

4.2.3.1 The speed and method of operation of school buses shall be such as to insure a high degree of safety for the pupils.

4.2.3.2 Drivers will be expected to obey all safety rules including the following:

- a. Double check the brakes, lights, tires, emergency door, horn and fuel supply to be sure every mechanical detail is in readiness for each trip.
- b. Obey all highway warning signs and legal rules of the road; give full consideration to the courtesies due other drivers on the road.
- c. Be sure road is clear before allowing pupils to cross; be sure pupils are safely seated and door closed before starting the bus.
- d. Avoid jerky stops and starts; drive slowly over bumps and rough spots.
- e. Never leave bus with motor running, fill gasoline tank while pupils are in the bus, or allow anyone except eligible pupils to ride in bus.
- f. Stop bus completely, before taking on or discharging passengers.

4.2.3.3 The driver shall maintain order among pupils within the school bus. Drivers will not take disciplinary action against any pupil. Pupils disobeying instruction of the driver shall be reported to the Athletic Director for disciplinary action according to the School Committee Transportation Policy. In no case shall a student be put off the bus. Nothing herein shall prevent a driver from reprimanding a pupil for action that might cause harm to himself and/or others.

4.2.3.4 There shall be no smoking by pupils on the bus(es)

4.2.3.5 It shall be the responsibility of the driver to assure that the safety of pupils is not jeopardized during boarding and disembarking. The bus shall remain stationary until pupils have safely disembarked at their destination.

4.2.3.6 Drivers shall report all controversies with pupils or parents of pupils to the Athletic Director promptly.

4.2.3.7 The driver shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the bus unattended at any time while it is occupied.

4.2.3.8 Courteous, careful, firm drivers who can remain in complete control of students in their vehicles, is required. The School Committee reserves the right for the Business Manager to interview any driver and, if for reasonable cause, require the contractor to transfer this person to another route or cease using the driver within the scope of this contract.

4.2.3.9 The contractor agrees that his buses will be kept at all times in a condition of cleanliness inside and out, satisfactory to the Woburn School Committee.

4.2.3.10 The contractor shall agree to provide a replacement bus if an original bus becomes disabled. Any school bus used to replace a breakdown must be able to reach the point of breakdown within 20 minutes of notification.

4.2.3.11 If for any reason said bus or buses cannot be operated for any athletic trip, the contractor agrees to provide suitable, insured (as specified) transportation in place thereof, without additional charge to the City of Woburn.

4.2.3.12 The contractor or his driver shall make written reports of all accidents in which his equipment becomes involved within twenty-four (24) hours to the Business Manager. In the event the accident involves injury or death of a school child, a verbal report shall be made at once by telephone, after notification of police, and the rendering of assistance to the injured.

4.2.3.13 The contractor must be willing to appear for conferences with the School Committee when needed.

4.2.3.14 The Contractor must have a sufficient number of substitute drivers available in case of the absence of regular drivers.

4.3 Safety Instructions

The contractor shall participate in the required bus safety and evacuation drills one (1) time each year of this contract per team. These drills will be scheduled and carried out with the assistance of the Athletic Department and with the cooperation of the local police authority and/or Registry of Motor Vehicles during the Fall, Winter and Spring and will involve all team athletes, band members and cheerleaders. Equipment and any necessary drivers will be furnished by the contractor at no additional cost to the School Department.

4.4 Period of Performance

The contract period shall be for three (3) years. September 15, 2021 through September 14, 2024

4.5 Contractor Conduct

The Contractor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The project manager may at his/her sole discretion, remove any vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the School Business Manager's Office.

**SECTION 5.0
PRICING**

For the purposes of calculating the contract price only, the following program profile will be utilized as the basis for calculating the annual price for each of the three contract years. The prices submitted on the attached Excel spreadsheet will be multiplied by the appropriate category on the following, program profile for each contract year. **The present value of the first three years will be considered the Bid cost for each contract Bid submitted.**

The present value calculation is as follows: $PV = \frac{\text{Yearly Price}}{(1 + .02)^{\text{Payment Year}}}$

Once the District receives bids, the District will review each element of the submission. In order to clarify certain elements of a Bid, or in an effort to modify certain elements in order to better meet the District's needs, the District may meet with one or more Bidders to discuss their Bids. Any changes of lowering price to the Bids that are agreed to by the low bidder will be placed in writing and acknowledged by the Bidder.

No cash discount may be offered or quoted by any Bidder.

PLEASE COMPLETE SEPARATE PRICE SHEET

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL:

X _____

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

SECTION 6.0
FORMS

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid
(Officer)

and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Office)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million
Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN
THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory
EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ Statutory

1. A contract will not be executed unless a certificate (s) of insurance evidencing above described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF WOBURN" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:
City Of Woburn
Purchasing Department
10 Common St.
Woburn, MA 01801

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

ADD "X" HERETO CERTIFY THAT THE CITY OF WOBURN IS AN ADDITIONAL INSURED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF WOBURN IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF WOBURN
PURCHASING DEPARTMENT
10 COMMON ST
WOBURN, MA 01801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**APPENDIX A
PAST PERFORMANCE / REFERENCE SHEET**

The City requires that the Contractor demonstrate experience providing similar services in **size, scope and completely** for a minimum of three (3) projects. Three (3) references shall be provided for past performance.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	

APPENDIX C
BUS RUNS

<u>DESTINATION</u>	<u>APPROXIMATE NUMBER OF TRIPS PER YEAR</u>
Andover	1
Arlington	3
Bedford	2
Belmont	30
Billerica	2
Boston	5
Burlington	26
Cambridge	1
Chelmsford	1
Danvers	1
Lexington	32
Lynn	1
Malden	2
Melrose	23
Marlboro	1
Newton	1
Reading	27
Stoneham	29
Tewksbury	1
Wakefield	26
Waltham	1
Watertown	23
Winchester	23
Wilmington	1
Woburn	4
West Roxbury	1
Barnstable	1
Acton	2
Weymouth	1
Others under 25 miles	8

Total trips 278 of which 47 would use a bus of 35 passengers or less.

APPENDIX D
COMPANY BACKGROUND INFORMATION

(Address items from Section 1.6 here)

APPENDIX E
PREVAILING WAGES

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____



**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: City of Woburn

Contract Number:

City/Town: WOBURN

Description of Work: School Bus Transportation - Athletics

Job Location: Various

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
School Bus						
Athletic/ Field Trips/ Extra-Curricular <i>SCHOOL BUS - 25/EASTERN-8751/Transdev</i>	09/01/2020	\$18.28	\$-	\$0.00	\$0.00	\$18.28
	09/01/2021	\$18.48	\$-	\$0.00	\$0.00	\$18.48
School Bus Driver <i>SCHOOL BUS - 25/EASTERN-8751/Transdev</i>	09/01/2020	\$26.66	\$-	\$0.00	\$0.00	\$26.66
	09/01/2021	\$26.96	\$-	\$0.00	\$0.00	\$26.96

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. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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