

INVITATION FOR BID	<p>If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.</p> <p>All bids must be accompanied with a commitment letter from a surety confirming a bidders ability to secure a 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts</p>
FILE NO: 6784	
COMMODITY: School Transportation Services	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Amy L. Witts, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
 795 Massachusetts Avenue, Room 303
 Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, April 2, 2015**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, April 23, 2015**. **Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Purchasing Bid List, Invitation for Bid, File No. 6784.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Invitation for Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: "This envelope contains a bid for **To provide School Bus Transportation for Cambridge Public Schools** opened at 11:00 A.M. on Thursday, April 23, 2015, 2015". The bid and all documents submitted with it are public records. This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ **FAX NUMBER:** _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Name of Bidder: _____

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

Equal Opportunity

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "**inside**" **delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: 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

TERMINATION OF CONTRACT: Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

Email Address: _____

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Name of Bidder: _____

TO: Amy L. Witts, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes **To provide School Bus Transportation for Cambridge Public Schools** all in accordance with the attached specifications.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms and conditions.

Please submit your bid in duplicate (One original and one copy). Do not submit bids in hard binders.

Pre-bid Meeting

There will be a Pre-bid conference on 2:00 on Tuesday, April 14, in the School Committee Room at the Cambridge Rindge and Latin School, 459 Broadway, 1st Floor, Cambridge, MA 02138. Please use the Broadway side entrance marked School Committee Office / Family Resource Center. All prospective bidders are encouraged to be present at the Pre-bid conference.

Performance Bond Requirement

The successful bidder shall provide the City annually with a performance bond securing its satisfactory performance in an amount equal to fifty (50) percent of the annual contract price. The performance bond shall be issued by a surety authorized to do business under the laws of the Commonwealth of Massachusetts and shall be in a form acceptable to the City.

All bids must be accompanied with a commitment letter from a surety confirming a bidder's ability to secure a 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2015 is \$14.95 per hour. The Living Wage Requirements are attached. The successful bidder must meet or exceed the Living Wage as it may change during the term or any contract period or renewal.

Prevailing Wage Rates

Attention is called to the fact no less than the minimum Prevailing Wage Rates as set forth in the schedule contained in the specifications must be paid under this contract. The Prevailing Wages are attached.

Questions

Questions concerning this Invitation for Bid must be submitted in writing and faxed to the Office of the Purchasing Agent, Amy L. Witts, Fax# 617-349-4008. All questions must be submitted no later than Thursday, April 16, 2015 by 2:00 P.M. An Addendum will be posted to the website to notify bidders of the questions and answers.

Please check the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list of the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Name of Bidder: _____

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the “contract award” information as soon as it is determined.

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation for Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Laws.

Scope of Services

I. General Information

The City of Cambridge/Cambridge Public Schools (referred to hereafter as CPS) intends to award a contract for the provision of school bus transportation services to school children of the City of Cambridge in accordance with the provisions of the Laws of the Commonwealth of Massachusetts, which oblige the school departments of Cities and Towns to provide eligible resident students with adequate transportation to and from school. Also included in this contract will be the provision of school bus transportation services for CPS Athletics and Field Trips.

Bidders must demonstrate the ability to meet the requirements specified in this document, including all of the Quality Requirements, and submit a complete bid.

CPS will conclude the fifth year of its current contract for school transportation on August 31, 2015. The new contract will be for a period of five (5) years and two (2) months, from July 1, 2015 to August 31, 2020. The first two months of the contract will serve as a non-compensatory planning and ramp-up period for commencing pupil transportation services at the start of the 2015-16 academic year and DOES NOT include the provision of summer school transportation services for the summer of 2015. Summer school transportation services during all other summers (2016-2020) within the contract period is included.

The award shall be contingent upon approval by the Cambridge School Committee. The performance of and payment for obligations for each year of this multi- year contract will be subject to appropriation and the satisfactory performance of the vendor.

CPS reserves the right to use its own personnel and/or equipment to perform transportation services when deemed necessary or expedient and to award additional contracts for transportation services as deemed necessary.

The Contractor shall give personal attention to the performance of the contract and will not subcontract or assign the work under the contract in whole or in part without prior written approval of CPS. The Contractor shall furnish to CPS the name (or names) and phone number/s of personnel who will be responsible for coordinating transportation arrangements under the contract.

It will be the responsibility of the Contractor to adhere strictly to the directives of CPS. Tardiness will not be tolerated and failure to provide services as agreed upon, except in extreme circumstances, may be considered a breach of contract and will be subject to appropriate action by CPS.

Name of Bidder: _____

II. Scope of Services Overview

CPS will receive sealed bids for the provision of transportation services. This includes Regular Bus transportation services, as well as Athletics and Field Trip transportation services.

Regular Bus Transportation Services

Regular Bus transportation is for the transport of students living in Cambridge to and from schools in Cambridge in both the academic year and for summer school programs. Regular Day transportation refers to AM & PM runs at the start and at end of the school day. CPS may also schedule additional late runs to leave schools between the hours of 4:00 and 6:00 PM, generally during the academic year only. All pupils will be picked up and dropped off at designated Cambridge schools and bus stops at appointed times.

Unless otherwise stated each academic year is anticipated to be approximately 180 days and summer school is anticipated to span 30 days. The school calendar shall be determined by the CPS Superintendent and/or the School Committee. Both the school calendar and school sessions are subject to change at any time during the year. The Contractor must adhere to any schedule changes and provide vehicles and drivers which will enable students to be dismissed without disruption or delay. CPS will assume no responsibility, financially or otherwise, for services when school is not in session because of vacations or the cancellation of sessions due to inclement weather. The Contractor will be notified immediately by telephone when the decision to cancel school due to inclement weather or other emergencies has been made. The Contractor will provide the telephone number of a "back-up" person to contact in such instances.

CPS anticipates 28-35 buses will be necessary to transport approximately 2,500 students on Regular Day bus routes during the academic year and 5 buses will be necessary to transport a varying number of students on Regular Day bus routes for summer school. However, CPS makes no guarantees as to the number of buses that will be required or to the number of students to be served over the duration of the contract. The number of pupils will vary according to the need and no minimum or maximum can be established. CPS will attempt to give the Contractor five business days of notice when additional or fewer buses will be required during the term of the contract. Any additional vehicles must be in compliance with all terms of these specifications. The Contractor agrees to no disruption in service. If at any time a Contractor fails to furnish the required number of vehicles for Regular Bus transportation, CPS shall be free to hire a vehicle and driver to rectify the situation and the entire cost of said vehicle and driver shall be borne by the Contractor.

Daily bus routes occur in the morning between 7:00 - 9:00 AM and in the afternoon between 1:45 - 4:45 PM, with the majority of both AM and PM runs lasting approximately 2 hours. The starting and ending times of school day sessions at CPS fall between 7:55 AM - 4:00 PM. The schools are on a four to five tier bell schedule with final arrival bell times of 7:55, 8:25, and 8:55 AM and dismissal bell times at 1:55, 2:25, 2:55, 3:30, and 4:00 PM. [Sample schedules (subject to change) are attached at the back of these specifications.] All buses must drop students off between fifteen (15) and thirty (30) minutes before the final arrival bell in the AM, and all buses must be at the schools in the PM no later than five (5) minutes before dismissal time and may not leave the school any earlier than ten (10) minutes after dismissal. CPS

Name of Bidder: _____

reserves the right to change the tiered bell system as necessary. Summer school is a one-tier system but generally operates within the same windows of time as described above for the academic year.

Outside of these school day hours, CPS may schedule additional late runs to leave schools between the hours of 4:00 and 6:00 PM and taking approximately 1.5 - 2 hours to complete. We anticipate generally 5 - 10 late runs per day scheduled Monday -Thursday at any given time during the months of October - May, although this schedule is subject to change.

Regular school schedules will be available on or near August 1 for each year. An early release day is scheduled usually once a month (usually two hours earlier than normal closing). A schedule will be provided by CPS to the Contractor as soon as possible of the anticipated early release days. In addition, twice each school year, all CPS students shall participate in emergency bus evacuation drills on location at each school. Drills shall be scheduled for each school in consultation with the Contractor. The Contractor shall provide buses and drivers at no additional cost to CPS for the evacuation drills.

All Regular Bus services shall be billed at the rates submitted by the Contractor in the bid pricing sheet. Any costs incurred by the Contractor as a result of the Contractor's failure to meet the established schedules shall not be subject to reimbursement. This includes delays caused by, but not limited to, mechanical problems, driver performance, weather, and abnormal traffic conditions.

Note that CPS employs one driver whom the Contractor shall be required to utilize for Regular Day bus routes only in both the academic year and the summer. A separate bid price is requested in the bid pricing sheet for the bus utilizing this driver. Should CPS's driver be unavailable, the Contractor will supply a driver and bill CPS at the standard daily rate.

Athletics and Field Trips

The Contractor will also provide transportation for Athletics and Field Trips, both inside and outside of Cambridge on a fee for service basis. Cambridge Athletics is currently part of the Dual County League, but CPS does not make any guarantees as to league membership. The Contractor will be responsible for scheduling buses for all Athletic Trips and Field Trips taking into account the demands of the regularly scheduled bus fleet. **Athletics and Field Trips shall not interfere in any way with Regular Bus transportation.** In particular, the fact that a bus is detained at an Athletic or Field Trip shall not result in a bus being unavailable for regularly scheduled school transportation, even if the bus is detained at the request of a representative of CPS, or through no fault of the Contractor. The Contractor shall be prepared for seasonal fluctuations, make-up dated events, athletic tournaments and special events. CPS makes no guarantees as to the number of Athletics or Field Trips.

Reservations for Athletics Trips are the responsibility of the Athletics Director or his/her designee, and reservations for Field Trips are the responsibility of school principals or their designees. The seasonal Athletics schedule shall be sent to the Contractor approximately one month before the start of the season with weekly confirmation of the schedule thereafter. Schools shall attempt to contact the Contractor at least one week in advance to reserve transportation. The Contractor is obligated to provide an estimate of the cost of the trip and follow-up with a written confirmation and itinerary sent to the requestor and to the CPS Finance Office. Routing of Athletics and Field Trips is the responsibility of the Contractor and shall be accomplished in the most cost-effective and safest manner possible.

Name of Bidder: _____

For Athletics, all vehicles are expected to remain at the destination site for the full duration of the event unless otherwise indicated in writing by the Athletics Director or his/her designee. For Field Trips, the School Principal or his/her designee will indicate at the time of reservation whether the bus is required to stay for the duration of the event, which should be duly noted on the reservation confirmation. If a driver is given permission to leave the site of an Athletic event or Field Trip and the vehicle does indeed leave the site, the Contractor shall not bill (beyond the minimum as given in the bid pricing sheet) for hours during which the vehicle is offsite.

CPS reserves the right to schedule multiple pick-ups and drop-offs, including between CPS and other school districts for Athletics and Field Trips.

The school administration will make every effort to give the Contractor twenty-four (24) hours advance notice in canceling individual Athletics and Field Trips. The Contractor may bill CPS fifty (\$50) dollars if a request is canceled after the bus has already left the yard, or if a bus arrives at a scheduled pickup location/time but no students get on the bus; otherwise no payment will be made to the Contractor for cancellations.

School cancellations or early closings due to inclement weather will result in all Athletic and Field Trips being cancelled unless the Contractor is notified to the contrary by the school at least two (2) hours prior to the scheduled departure. CPS will not incur any cost for Athletics and Field Trip cancellations caused by school closures.

All bids should be based on utilizing a sixty-five (65) or greater passenger bus. The Contractor shall not charge CPS for time resulting from mechanical problems, driver performance, or any other fault of the Contractor. Only tolls incurred while passengers are on the bus shall be reimbursed at cost.

Under certain circumstances which include but are not limited to trips of unusual distance or duration or scheduling issues, CPS reserves the right to contract by special agreement with other parties to provide Athletics or Field Trip transportation services.

III. Vehicle Specifications

It shall be the Contractor's legal and financial responsibility to see that all vehicles and equipment and operation of the same conform through the duration of the contract to all requirements of the laws of the United States, the Commonwealth of Massachusetts, and the regulations of the State Registry of Motor Vehicles and/or the State Department of Public Utilities and/or any other federal or state agency having jurisdiction. The Contractor shall procure and maintain all applicable permits, licenses, and approvals necessary for the performance of services under this contract at the Contractor's expense.

The Contractor shall agree to keep each vehicle in good appearance and in good working condition and to furnish at the Contractor's expense all necessary oil, grease, tires, and other supplies, as well as properly maintain and repair vehicles throughout the entire period of the contract.

The procurement of fuel is the responsibility of the Contractor for all vehicles. Currently the price of diesel fuel is estimated at \$3.00/gallon. **Should the average price of diesel fuel in any given month, as published by the U.S. Energy Information Administration (EIA) for New England, exceed \$5.50 per gallon, the Contractor may bill at a 1% higher rate for all rates associated with Regular Bus pricing only**

Name of Bidder: _____

and for services for that month only. If or when the price falls back below \$5.50, pricing will revert to the prices originally bid. A copy of the EIA price listing for the pertinent month must be submitted when price adjustments are requested. [See attached example.] Should at any point during the contract term this particular index cease to exist, a different index mutually agreeable to the Contractor and to CPS shall be utilized in its place.

At no time during this contract shall any vehicle in service exceed six years old (current calendar year of Contract minus model year) or have more than 200,000 miles on the odometer. Upon the request of CPS, the Contractor will provide the age and odometer reading for any/all vehicles being used to provide CPS transportation services.

All vehicles shall also meet the following general specifications:

- Sixty-five (65) or greater passenger bus, of which 2 must be able to accommodate wheelchairs.
- Minimum of 13 inches of seating space per passenger, exclusive of the driver
- May be either front or rear engine
- May be either diesel or gasoline powered; diesel-powered vehicles must contain a diesel particulate filter (DPF)
- Automatic transmission
- Air or Hydraulic brakes
- Air assist service door
- Factory installed state of the art lap seat belts which shall be industry standard color coded (3 colors) and Child Checkmate System or equivalent
- Heater exterior mirrors
- Acoustic head liner above the driver's seat to reduce noise and distractions
- Flashing lights: 8 light package with stop arm
- Rear exit door equipped with a buzzer to alert the driver if it is opened when students are on board
- One inch 3M Diamond Grade reflective tape surrounding the exterior and interior of all exit windows
- Heating, lighting, mirrors, signs, identification markings, colors to meet all Federal and State standards for school buses
- Evacuation markings on the interior roof of each bus

Under no conditions shall buses be operated when the operator's vision is impaired by conditions of the glass surface to the point where the safety of school children is placed in jeopardy.

Buses must be clean at all times and be kept free of noxious odors.

CPS will provide individual bus route signage that must be displayed and readily visible on two sides of the vehicle at all times for and only for the route in progress.

A full list [see attached sample Equipment Description Form] of the daily buses to be used to fulfill the contract, as well as four spare buses, will be required from the Contractor before August 1 for every contract year. This list should be updated throughout the contract term as changes occur. Only equipment described in the required Equipment Description Forms or equivalent equipment as approved by CPS shall be used in the performance of these contracts. Reasonable rotation of approved

Name of Bidder: _____

equipment will be permitted. CPS reserves the right to reject any vehicle not meeting the specifications set forth above.

All required inspections, including those done by the Registry of Motor Vehicles and those mandated by Chapter 766 or other laws, performed on any vehicles used to fulfill the conditions of these contracts shall be at the Contractor's expense, and copies of all reports, summaries, checklists, corrective action required, and all other recommendations or findings communicated to the Contractor by the Registry of Motor Vehicles or other inspection agency shall be filed by the Contractor with the CPS Transportation Manager, 158 Spring Street, Cambridge, MA 02141, within three (3) business days of their receipt by the Contractor.

In addition, CPS reserves the right to inspect any or all vehicles at any reasonable time. Furthermore, CPS shall have the right to schedule individual buses on a rotating or random basis for a third party inspection of major safety and comfort factors on a schedule of reasonable convenience to the Contractor, with the cost of such inspection to be met by CPS. Buses which are deemed not in compliance with applicable laws and/or the equipment specifications set forth in this document may not be used to provide transportation to pupils of the City of Cambridge and must be replaced or repaired.

IV. Technology-Related Requirements

Two-way Communication

All drivers transporting students must be in possession of a two-way radio device, provided by the Contractor and approved by CPS, capable of communicating from the bus to any necessary CPS personnel and emergency personnel (police, fire, ambulance) and reachable by CPS personnel at all times while the driver is on a job; no personal cell phones may substitute for this system. The Contractor must provide and maintain appropriate base station equipment at a location to receive and transmit messages to all of the vehicles used in fulfilling this contract. Designated staff of the Contractor must be accessible at all times that vehicles are transporting students. In addition, CPS shall be furnished with a radio unit that connects to the Contractor's communication system.

Cameras

All vehicles used for Regular Bus transportation must be equipped with a fixture, known as a "black box," containing a DVR camera designed to record audio and video data. CPS will provide and install the black boxes and cameras, as well as provide recording media to be used for these purposes. The Contractor shall allow CPS access to all buses serving Cambridge students in order to install the equipment. The Contractor will also allow CPS access to retrieve data from cameras within the black boxes as needed. All media data shall be confidential and remain the property of CPS, and CPS will be the only authority to download data. Each bus will bear a notice posted prominently on the front interior which states the following: NOTICE: AUDIO AND VIDEO RECORDING EQUIPMENT MAY BE IN USE ON THIS VEHICLE. The installation and disposition of said equipment and media will be at the direction of CPS. CPS reserves the right to require that buses used for Field Trips and Athletics also be equipped (by CPS) with cameras, although this is not anticipated to be required in the near term.

Transportation Management System

All vehicles, as requested by CPS in accordance with the district's planned rollout, must be equipped with the hardware components of the district's new Transportation Management System. The system will be used for route planning, school bus tracking by GPS, and student tracking using RFID cards.

Name of Bidder: _____

System components have been sourced by CPS, will be installed by CPS designees, and will remain the property of CPS. The system will be piloted at select schools early in year one of the contract, with full implementation across all Regular Bus routes expected over the course of year one. CPS reserves the right to require that additional buses to be used for Field Trips and Athletics also be equipped (by CPS) with the system, although this is not anticipated to be required in the near-term.

With regard to the Transportation Management System, the Contractor shall:

- Facilitate and make buses available for secure installation of transportation management hardware, including:
 - GPS
 - RFID Reader
 - Driver Console
 - Security mounting devices
- Provide electrical and space for hardware installation.
- Report to the CPS Transportation Manager, within 2 hours, any malfunction in the operation, mounting or security of bus-installed hardware.
- Report to the CPS Transportation Manager immediately in the event of loss or theft of any bus-installed transportation management hardware.
- Provide alternative, hardware-installed and operational vehicles within 1 hour during active route hours whenever bus hardware malfunction is identified and designated as Critical.
- Adhere to and enforce CPS operational and safety rules and procedures governing onboarding and disembarkation of students with respect to RFID sensing.
- Follow CPS procedures governing data communication via Driver Console and other means.
- Sign, as the contracting entity, the CPS Data Breach Certification [see attached], as well as ensure that all drivers who operate and have access to buses that transport CPS students each sign the Bus Driver's Data Breach Certification [see attached].
- Ensure that all drivers are adequately trained in CPS hardware use and data procedures and adhere to them.
- Facilitate availability of all CPS drivers for operational training in use and care of installed hardware.

V. Personnel Specifications

It shall be the responsibility of the Contractor to hire personnel to operate and monitor all vehicles, with the exception of the one bus which shall be operated by a bus driver employed directly by CPS. The Contractor shall (with the exception of the one CPS driver) employ all drivers and monitors, pay all salaries and benefits, screen, evaluate, train, supervise, and discharge drivers and monitors as necessary for the effective performance of this contract.

It is the obligation of the Contractor to ensure that operators and equipment meet the highest of standards possible for the transportation of each child. Therefore, it is to be understood and agreed that in fulfillment of this proposal the Contractor shall regularly assign only permanently employed, reliable, and carefully selected drivers and monitors.

CPS reserves the right to require the Contractor to reject or remove any driver or monitor.

Name of Bidder: _____

All drivers must be properly licensed and certified to operate school buses in accordance with Commonwealth of Massachusetts regulations and be familiar with the law, rules, and regulations pertaining to the operation of school buses. The Contractor shall ensure that all drivers have had a Criminal Offender Record Information (CORI) check and a Sex Offender Registry Information (SORI) check performed with satisfactory results and that their licenses and certificates are current before driving for CPS. CPS may request documentation of licensing and/or school bus driver certificates as assurance and/or perform its own CORI/SORI on any driver working under this contract. CPS will perform CORIs/SORIs at the start of the contract and at the beginning of Year 4 on all monitors working under this contract, and will perform CORIs/SORIs on any new monitors throughout the contract term. No monitor shall board a bus with Cambridge students prior to providing CPS the requisite form/s in order to perform a CORI/SORI check and having this check completed. In addition, CPS reserves the right to require that a fingerprint-based state and national criminal record check be performed for all drivers and monitors working under this contract on a reasonable schedule in accordance with recent state legislation regarding background checks for school employees and contractors. The cost of any such background checks shall be borne either by the Contractor or the individuals themselves and not by CPS.

The Contractor must provide evidence of compliance with all state and/or federal requirements for drug and alcohol testing. The submission should provide information regarding company policy regarding substance abuse and company procedures for drug testing both for cause and at random.

The Contractor shall submit to the Transportation Department a list of drivers and bus route assignments by the first week of school. The Transportation Department must be notified in writing whenever a change of drivers or route assignments among drivers occurs during the school year. Except in emergencies the same driver shall be assigned to both the AM and PM pick-ups of the same groups of children. The Contractor shall submit to the Transportation Department a driver and monitor assignment list by bus name/number on a daily basis.

All drivers and monitors must attend all required CPS trainings through the school year to be eligible to drive for Cambridge. Trainings will include but are not limited to orientation and safety trainings. The Contractor must inform CPS of any new drivers and new monitors hired after the beginning of the school year, and any new drivers and monitors shall be required to undertake any of the aforementioned training he or she has missed at the soonest opportunity available. CPS will schedule make-up trainings for this purpose.

All drivers and monitors will be required to obtain a photo identification card supplied by CPS prior to transporting or riding with Cambridge students. All drivers and monitors will be supplied with one photo ID at no cost to the Contractor. Replacement IDs will be at the Contractor's expense in the amount of \$25 each. Drivers and monitors must be neat in appearance, and wear their photo IDs every day.

A PM monitor, employed by the bus company, must be present for all Regular Day bus routes during the academic year. The Contractor must supply a substitute when a regular monitor is unavailable. CPS also currently requires four monitors who work both AM and PM runs. CPS reserves the right to require more or fewer monitors during the AM runs. Monitors for summer school and late runs will be by request. All monitors are required to be on the bus before the first student boards and remain on the bus until the bus has emptied of students.

Name of Bidder: _____

VI. Operational Specifications and Responsibilities

CPS will have administrative and policy control of the transportation program.

Route planning will be a joint responsibility between the Contractor and CPS taking place immediately upon contract signing and annually beginning in June thereafter. Routes will be based on student address, school of attendance, tentative route, and school opening/closing times. The Contractor and CPS will work together to identify the most efficient route, stops, and tiered schedule to accommodate the transportation of each student. The Contractor may make recommendations for improving bus routing throughout the year. However, all final decisions will be made by CPS. Once routes are delineated, all drivers will be expected to adhere to prescribed routes, with the exception of when a route is impassable due to detours or other obstructions, unless a route change is requested or formally approved by the CPS Transportation Manager. Schedules and routes are subject to change during the term of the contract upon three (3) school days written notice, or upon shorter notice if agreed to by the Contractor.

The Contractor shall utilize its fleet to its maximum efficiency and notify the Transportation Department of lapses in pick-up service or operation times. The dispatching and day-to-day control of all vehicles shall be the responsibility of the Contractor, except as otherwise indicated. Each driver shall make two-way communications contact every morning and afternoon with the dispatcher in order to ensure that the communications system is working properly.

All buses must be turned off after five (5) minutes while waiting. All drivers are to be on their buses prior to the boarding of any students. Drivers must start the bus prior to any students boarding the bus. Drivers shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the bus unattended while it is occupied.

Vandalism resulting from students or others while on contracted vehicles shall be billable to CPS provided that a full report is made and approved including, where possible, names of students involved.

Drivers shall not be permitted to carry any person other than a monitor, school administrator, educator, or parent/volunteer designated by a school administrator while carrying pupils unless authorized to do so by CPS. In addition, the practice of "doubling" or "shuttling" will not be allowed. This means that Cambridge students are the only students transported on buses in service under this contract and that they get on a bus once and get off only at their destination.

Parent communications will be the responsibility of CPS. The Contractor will forward to the School Principal and the Transportation Manager any concerns with respect to the conduct of students or school personnel, as well as any complaints received directly from parents. Such communications from the Contractor shall be in writing on a form provided by CPS.

VII. Record Keeping Procedures and Reports

Evaluation and reporting on the transportation program shall be the responsibility of CPS. While the CPS Transportation Management System will increasingly provide useful management data, the Contractor may still be required to provide upon request (especially prior to full System implementation) periodic reports on the number of students actually riding the buses and the actual times when stops are made

Name of Bidder: _____

along the routes. CPS may require the Contractor to provide trip logs with documentation of any problems that occurred during the prior week. At various times, CPS may also require the Contractor to conduct student headcounts and/or student name verification for each bus route. This will all be conducted at no additional cost.

Accidents

In the event of an accident, the bus driver shall immediately notify the Dispatcher and the Dispatcher shall immediately notify the Transportation Department, the School Principal, and the Police Department. The Contractor will instruct the driver to identify, in writing, all passengers on board before the bus continues on the route.

The Contractor is required to submit in writing to the CPS Transportation Department a preliminary written accident report no later than the close of the business day on which the accident occurred. For any accident occurring after the Contractor's business hours, the accident report shall be filed within two (2) hours of the opening of business the next day.

The Contractor shall submit a Commonwealth of Massachusetts Registry of Motor Vehicles Accident report to the Police Department and CPS within twenty-four (24) hours of an accident involving vehicles transporting students.

At the end of each contract year, or upon request, the Contractor shall submit a formal accident report summary from its insurance company covering the entire fleet. The insurance company report shall include the date of each accident, driver name, property damage, bodily injuries, preventable or non-preventable status, claims outstanding, and current status.

Invoicing

All invoices submitted for payment shall be subject to review and audit by CPS. The Contractor must maintain adequate documentation of services rendered.

Separate invoices shall be submitted for 1) Regular Bus; 2) Athletics; 3) Individual Field Trips. Regular Bus invoices shall be submitted to the Transportation Department, Athletics invoices shall be submitted to the Athletics Department, and Field Trip invoices shall be submitted to the CPS Finance office, unless otherwise specified by CPS.

Invoices shall be submitted monthly for the services rendered in the preceding month. Invoices should be submitted to CPS within ten (10) business days of the end of each billing period. All invoices shall bill in accordance with the rate submitted in the bid pricing sheet for the type of service rendered.

VIII. Penalties

CPS reserves the right to impose and the Contractor agrees to pay (in the form of a credit) penalties for failure to comply with certain specifications of this bid document. Note that the intention of these penalties is only to incentivize consistent superior performance by the Contractor and not to defray the costs of Transportation services. CPS has no intention to penalize for failures if there is just cause. All penalized offenses must be documented by CPS indicating the bus, driver, and/or monitor involved.

Name of Bidder: _____

The following penalties may be assessed per documented occurrence *only following a warning from CPS to the Contractor* by email or in writing regarding the particular type of failure for which a penalty is to be imposed:

- In the AM, dropping students off too early (more than 30 minutes before the start of school) or dropping students off excessively late (more than 15 minutes after the start of school): \$25
- In the PM, arriving more than 15 minutes after the dismissal bell: \$25
- Failing to display proper bus route signage: \$25
- Failing to provide a PM monitor: \$50
- Failure of drivers/monitors to wear photo ID cards: \$25
- Utilizing a bus that is NOT equipped with the district's required technology, including cameras as well as the district's transportation system, for routes where it has been established by CPS that the system is required: \$200
- Failure of drivers or monitors to operate the district's Transportation Management System as trained/instructed: \$25

Warnings shall expire after twenty (20) consecutive service days without a documented offense. Once a warning expires, the performance of the Contractor shall be deemed sufficiently corrected such that another warning must be issued by CPS before any additional penalty may be assessed.

Penalties listed for the following performance failures considered more egregious/problematic may be assessed per documented occurrence on the first offense and without any warning:

- Doubling (i.e. combining 2 Cambridge routes or combining a Cambridge route with one from another district): \$100
- Arriving more than 15 minutes late (but not so late that the trip must be rescheduled) to a pickup for a Field Trip or Athletics event: \$100
- Failure to arrive for a scheduled Athletics Event or Field Trip such that the trip must be cancelled/rescheduled: Forfeiture of trip fee; Reimbursement by the Contractor to CPS for any sunk costs incurred by CPS in connection with the trip, including, but not limited to, admissions and referees fees; Forfeiture of trip fee for the rescheduled trip/event or a future trip of equal value scheduled by the same school or department.
- Leaving the site of an Athletics event or a Field Trip without the written authorization of the School Principal, Athletics Director, or designee: Forfeiture of trip fee

Chronic failure to perform may result in termination of the contract.

IX. Insurance Requirements

a) Worker's Compensation

(Reference: M.G.L. c.30B). Before commencing performance of the Contract, the Contractor provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. C.30B to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of the Contract. Sufficient proof of compliance with this paragraph must be furnished at the time of execution of this Contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City of Cambridge/Cambridge Public Schools at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

b) Additional Insured

Each policy must list the City of Cambridge/Cambridge Public Schools as an additional named insured.

c) Insurance Rating

Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.

d) Premiums

The Contractor must provide the required insurance at its own expense.

e) Notice of Occurrence

Notice of occurrence shall be given to the Coordinator of Purchasing, Cambridge Public Schools, 159 Thorndike Street, Cambridge, MA 02141, and at the option of the Contractor, any other City of Cambridge official permitted by law to receive notice.

f) Waiver of Subrogation

The Contractor and all Sub-Contractors waive subrogation rights against the City of Cambridge/ Cambridge Public Schools for all losses.

g) Coverage Period

Each insurance policy must cover the entire contract period.

h) Policies and Limits

The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's Protective (as a separate policy), Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

Owner's Protective Liability	
Each Occurrence	\$1 Million
Aggregate	\$2 Million
Commercial Liability	
General Aggregate	\$2 Million
Products Completed Operations Aggregate	\$1 Million

Personal Injury and Advertising Limit		\$1 Million
Each Occurrence		\$1 Million
Automotive-for all owned, non-owned, hired and leased vehicles		
Combined single limit		\$1 Million
or		
Bodily injury - each person		\$100,000
each accident		\$1 Million
Property damage-each occurrence		\$1 Million
Umbrella		
Combined single limit		\$1 Million
General aggregate		\$1 Million
Worker's Compensation		
Coverage A	Statutory	
Coverage B	Each Accident	\$100,000
	Disease-Policy limit	\$500,000
	Disease-Each Employee	\$100,000

i) Excess Liability Insurance

The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City of Cambridge/Cambridge Public Schools as a named insured. Evidence of such excess liability shall be delivered to the City of Cambridge/Cambridge Public Schools in the same form and manner as the required insurance policies.

j) Amendment of Insurance Requirements

The City of Cambridge/Cambridge Public Schools reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

k) Occurrence Basis

All insurance shall be written on an occurrence basis, unless the City of Cambridge/Cambridge Public Schools approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or a claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

l) Certificates of Insurance

Certificates of Insurance acceptable to the City of Cambridge/Cambridge Public Schools and confirming the insurance coverage required herein are attached to the Contract. The City of Cambridge/Cambridge Public Schools shall have no obligation to execute the Contract and may award the Contractor to the next lowest responsible and responsive bidder, if such insurance certificates have not been provided to the City of Cambridge/Cambridge Public Schools within five (5) business days after presentation of the Contract to the Contractor for execution.

m) Endorsements

The Contractor shall furnish to the City of Cambridge/Cambridge Public Schools copies of any endorsements that are subsequently issued amending limits of coverage.

X. Quality Requirements

A “NO” response or a failure to respond to any of the following Quality Requirements will result in a rejection of your bid.

Circle Yes or No for each of the following requirements 1-12.

1. Bidder has a minimum of five (5) years experience in the school transportation business, is presently engaged in the field of school transportation services, and has demonstrated experience of three (3) years within the past five (5) years in providing transportation services of a similar size and scope to the services described in this bid.

YES NO

2. Bidder agrees that none of the drivers for this contract have been convicted of driving under the influence within the last 5 years.

YES NO

3. Bidder agrees to ensure that all drivers (including any new drivers for the duration of the contract) have had a CORI/SORI check performed with satisfactory results prior to transporting Cambridge students and that their required licenses and certificates remain current.

YES NO

4. Bidder agrees that all monitors (including any new monitors for the duration of the contract) will have a CORI/SORI check performed by CPS with satisfactory results prior to riding with Cambridge students.

YES NO

5. Bidder agrees that the bus storage yard is located within a ten mile radius of any point along the boundary of the City of Cambridge.

YES NO

6. Bidder agrees to equip all drivers with a communicating device, such as a two-way radio, that allows the driver to communicate with CPS and the administrative and operational staff of the Bidder.

YES NO

7. Bidder agrees to allow CPS to equip all vehicles with a video camera, as well as all hardware associated with the district’s Transportation Management System.

YES NO

Quality Requirements continued on next page.

Name of Bidder: _____

8. Bidder agrees to sign the CPS Data Breach Certification [see attached], as well as ensure that all drivers who operate and have access to buses that transport CPS students each sign the Bus Driver's Data Breach Certification [see attached].

YES **NO**

9. Bidder agrees to submit an equipment list in the format of the sample Equipment Description Form attached hereto to the Transportation Manager before August 1 of each year. Bidder also agrees to submit with the Equipment Description Forms proof of current registrations and inspections and to keep current all forms and documentation for each bus in utilization throughout the contract term.

YES **NO**

10. Bidder agrees that fully functional, properly maintained, clean, and ample equipment with provisions to have spare (backup) vehicles and experienced substitute drivers will be provided to promptly cover emergencies.

YES **NO**

11. Bidder agrees to, if awarded the contract, secure a 50% Performance Bond from a surety authorized to do business under the laws of the Commonwealth of Massachusetts.

YES **NO**

12. The submitted bid is without conditions, exceptions or modifications to this bid document.

YES **NO**

Name of Bidder: _____

XI. Bid Submission Requirements

Failure to submit with your bid the documents requested may result in the determination that your bid is non-responsive unless CPS deems such a failure to be a minor informality (1-10)

1. Bidder shall submit a completed Bid Pricing Sheet.
2. Bidder shall submit a letter designating a specific individual who will act as the primary point of contact with CPS, including a telephone number, e-mail address, and mailing address.
3. Bidder shall submit references from at least three current accounts of similar scope and size, complete with contact names and telephone numbers. CPS reserves the right to use itself as a reference.
4. Bidder shall submit a comprehensive list of all cities or towns to whom they have provided transportation services during the last five (5) years. The list must include the contact name for the city/town, title, address, and telephone number.
5. Bidder shall submit a *Company Resume*, which will contain information relative to the organization of the bidder's transportation business including date of incorporation, organization, headquarters, field offices, size of work force, management structure, employee system, benefits, training programs, and union information.
6. Bidder shall list under organization all related transportation service corporations including parent, subsidiary, or others in which principals or senior officials in the bidding corporation have been officers for the past five (5) years.
7. Bidder shall submit the addresses of all bus yards to be used for CPS transportation services.
8. Bidder must certify as to whether vehicles proposed to be used will be owned or leased.
9. Bidder shall submit with their bid a commitment letter from a surety confirming the Bidder's ability to secure a 50% Performance Bond. The surety must be authorized to do business under the laws of the Commonwealth of Massachusetts.

10. Bidders shall submit a copy of the Employee Handbook currently in use. The Handbook will be used by CPS to review the Contractor's policies and procedures and to evaluate whether the Contractor is responsive, reliable, and capable of providing the services as specified. CPS will pay particular attention to the Contractor's policy regarding drug and alcohol testing for employees.

The following financial statement will be required to be submitted if awarded the contract but prior to execution of contract.

11. A certified audited financial statement or a letter from an outside Auditor that certifies the Company is in good financial standing. This information will be held confidential and not for public view.

Name of Bidder: _____

EQUIPMENT DESCRIPTION FORM
(SAMPLE)

This form must be completed and submitted by the Contractor annually before August 1. The equipment described herein must comply with all Vehicle Specifications.

Initial Equipment Description List

Year of Manufacture: _____ Make of Bus: _____

Model of Bus: _____ VIN: _____

Bus #: _____ License Plate #: _____

Seating Capacity: _____ Present Mileage: _____

Present Condition: _____ Miles Per Gallon: _____

Year of Manufacture: _____ Make of Bus: _____

Model of Bus: _____ VIN: _____

Bus #: _____ License Plate #: _____

Seating Capacity: _____ Present Mileage: _____

Present Condition: _____ Miles Per Gallon: _____

Year of Manufacture: _____ Make of Bus: _____

Model of Bus: _____ VIN: _____

Bus #: _____ License Plate #: _____

Seating Capacity: _____ Present Mileage: _____

Present Condition: _____ Miles Per Gallon: _____

Duplicate This Form As Needed

Name of Bidder: _____

Sample Route/Schedule

WHITE SAILBOAT AM

- 7:00 MASS & BEECH
- 7:01 MASS & RUSSELL
- 7:02 MASS & CAMERON
- 7:04 MASS & NEWMAN
- 7:05 MADISON & COLUMBUS
- 7:07 CEDAR & HARVEY
- 7:10 402 RINDGE AVE
- 7:12 364 RINDGE AVE
- 7:14 JEFFERSON PARK
- 7:16 PEABODY SCHOOL
- 7:19 MASS & WALDEN

- 7:35 DROP MAYNARD SCHOOL
- DROP KENNEDY SCHOOL

- 8:06 AUDREY & VASSAR
- 8:11 PUTNAM & BROOKLINE
- 8:12 BROOKLINE & VALENTINE
- 8:14 BROOKLINE & GREEN
- 8:18 MAGAZINE & WILLIAMS
- 8:19 MAGAZINE & CPL MCTERNAN
- 8:22 MAGAZINE & PUTNAM
- 8:23 PUTNAM & RIVER
- 8:25 PUTNAM & CALLENDAR

- 8:30 DROP BALDWIN SCHOOL

Am driver _____ contact # _____



Name of Bidder: _____

WHITE SAILBOAT PM

1:55 PICK UP KENNEDY SCHOOL
MAYNARD SCHOOL WED ONLY

MASS & BEECH
MASS & RUSSELL
MASS & CAMERON
MASS & NEWMAN
MADISON & COLUMBUS
CEDAR & HARVEY
RINDGE AVE & JACKSON ST
402 RINDGE AVE
364 RINDGE AVE
PEABODY SCHOOL
MASS & WALDEN

2:55 PICK UP BALDWIN SCHOOL

YMCA
PUTNAM & CALLENDER
PUTNAM & RIVER
MORSE SCHOOL
PUTNAM & BROOKLINE
BROOKLINE & VALENTINE
BROOKLINE & GREEN
MAGAZINE & WILLIAMS
MAGAZINE & CPL MCTERNAN
MAGAZINE & PUTNAM
AUDREY & VASSAR

3:45 PICK UP Fletcher Maynard SCHOOL

HARVARD & WARE
BRATTLE & ASH
GRAHAM PARKS SCH
WALDEN & GARDEN
CONCORD & MOULTON
HAGGERTY SCH
HURON & ABERDEEN
HURON & LAKEVIEW
TOBIN SCH
HURON & APPLETON

Pm driver _____ contact # _____

Monitor _____ contact # _____



Name of Bidder: _____

BLUE BUTTERFLY AM

7:10 BROADWAY & ANTRIM
7:12 HARVARD & WARE
7:14 HARVARD & HANCOCK
7:16 HARVARD & PROSPECT
7:20 HARVARD & NORFOLK

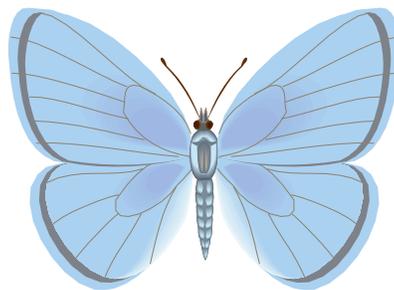
7:25 DROP MAYNARD SCHOOL
7:35 DROP KENNEDY SCHOOL

7:28 SPRING & FIFTH
7:30 CAMBRIDGE & SIXTH
7:32 CAMBRIDGE & WILLOW
7:34 CAMBRIDGE & PROSPECT
7:38 CAMBRIDGE & ELLSWORTH
7:40 KIRKLAND & IRVING
7:42 BALDWIN SCHOOL

7:55 DROP GRAHAM & PARKS SCH

8:03 KING SCHOOL (PUTNAM AVE)
8:07 PUTNAM & RIVER ST
8:08 RIVER & HOWARD
8:10 RIVER & KINNAIRD
8:13 RIVER & FRANKLIN
8:15 HARVARD & WARE ST
8:17 HARVARD & HANCOCK ST
8:30 CAMB ST UPPER & KING OPEN

AM driver _____ contact # _____



Name of Bidder: _____

PURPLE COW AM

- 7:27 MASS & BEECH
- 7:31 MASS & CAMERON
- 7:33 MASS & NEWMAN
- 7:35 MADISON & COLUMBUS
- 7:38 CEDAR & HARVEY
- 7:42 402 RINDGE AVE
- 7:43 364 RINDGE AVE
- 7:44 JEFFERSON PARK
- 7:46 PEABODY SCHOOL
- 7:48 MASS & WALDEN
- 8:00 DROP MORSE SCHOOL

- 8:05 AUDREY & VASSAR
- 8:10 PEARL & WILLIAMS
- 8:12 PEARL & CPL MCTERNAN
- 8:15 PEARL & PUTNAM
- 8:16 PUTNAM & RIVER
- 8:20 WESTERN & KINNAIRD
- 8:22 WESTERN & HOWARD
- 8:25 PUTNAM & CALLENDER
- 8:28 MT AUBURN & BREWER
- 8:30 BRATTLE & SPARKS
- 8:35 DROP PEABODY & RAUS

Am driver _____ contact # _____



Name of Bidder: _____

BROWN BULLDOG AM

7:00 PUTNAM & CALLENDER
7:04 PUTNAM & RIVER
7:05 RIVER & HOWARD
7:06 RIVER & KINNAIRD
7:08 RIVER & FRANKLIN
7:10 BISHOP ALLEN & NORFOLK

7:15 DROP MAYNARD SCHOOL
7:18 DROP KENNEDY SCHOOL

7:35 MASS & WOODBRIDGE
7:39 MASS & CAMERON
7:42 MASS & NEWMAN
7:43 MADISON & COLUMBUS
7:45 CEDAR & HARVEY
7:47 PEABODY SCHOOL

8:00 DROP CAMBRIDGE PORT SCH

8:00 CAMBRIDGEPORT SCHOOL
8:10 60 WADSWORTH
8:12 THIRD & ANTHENEUM
8:15 SPRING & FIFTH
8:18 CAMBRIDGE & SIXTH
8:20 CAMBRIDGE & WILLOW
8:23 CAMBRIDGE & PROSPECT
8:30 CAMBRIDGE & ELLSWORTH
8:31 CAMBRIDGE & TROWBRIDGE
8:32 KIRKLAND & IRVING
8:33 BALDWIN SCHOOL

8:40 DROP PEABODY & RVUS

am driver _____ contact # _____



Name of Bidder: _____

CAMBRIDGE PUBLIC SCHOOLS
SCHOOL BUS TRANSPORTATION BID
BID PRICING SHEET

All bidders must submit a printed and signed bid pricing sheet completed with entries on every line.

The contract duration will be five (5) years and two (2) months, running from July 1, 2015 - August 31, 2020. The first two months of the contract constitute a non-compensatory planing period. Pricing is sought below for the 5 years running from September 1, 2015 through August 31, 2020. Each individual year runs from September 1-August 31.

Rule for Award

One contract for all regular bus, athletic trip, and field trip bus services will be awarded to the responsive and responsible bidder offering the lowest grand total price for the entire contract period calculated in present value terms. This method is in line with the Massachusetts Inspector General's Practical Guide to Drafting Effective Invitations for Bids and Requests for Proposals for specifications that permit bidders to submit different prices for each year of the contract. To calculate present value of the grand total price for the entire contract period, each year's bid price will be recalculated by CPS applying a discount factor of 3.5% to years two through five utilizing the following formula:

$$\text{Present Value of Total Contract} = \text{2015-16 Grand Total} + \frac{\text{2016-17 Grand Total}}{1.035} + \frac{\text{2017-18 Grand Total}}{1.035^2} + \frac{\text{2018-19 Grand Total}}{1.035^3} + \frac{\text{2019-20 Grand Total}}{1.035^4}$$

This calculation has no effect on the amount that will be paid to the bidder awarded the contract. This calculation ONLY affects the determination of which bidder is awarded the contract. CPS will perform this calculation.

Estimated Needs

Estimated needs reflected below are ESTIMATES ONLY and apply to all years for the purposes of bidding. In any given year during the contract term, CPS may need to increase or decrease any of the estimated needs stated below. Any increase/decrease will be at the unit prices specified on this bid form.

Signature of Bidder: _____

Company Name: _____

	2015-16 (Year 1)	2016-17 (Year 2)	2017-18 (Year 3)	2018-19 (Year 4)	2019-20 (Year 5)
A. Regular Bus Transportation					
A1. Regular Day (AM & PM runs)					
Price per bus & driver , per day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated need, academic year:	x 32 buses				
	x 180 days				
A1. Subtotal Annual Cost =	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A2. Regular Day (AM & PM runs)					
Price per BUS ONLY , per day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated need, academic year:	x 1 bus				
	x 180 days				
A2. Subtotal Annual Cost =	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A3. Summer School (AM & PM runs)					
Price per bus & driver , per day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated need, summer term:	x 4 buses				
	x 30 days				
A3. Subtotal Annual Cost =	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A4. Summer School (AM & PM runs)					
Price per BUS ONLY , per day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated need, summer term:	x 1 bus				
	x 30 days				
A4. Subtotal Annual Cost =	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Signature of Bidder: _____

Company Name: _____

	2015-16 (Year 1)	2016-17 (Year 2)	2017-18 (Year 3)	2018-19 (Year 4)	2019-20 (Year 5)
A5. Late Runs					
Price per run (includes driver):	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated need:	x 650 runs				
A5. Subtotal Annual Cost	= \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A6. Four-hour Monitors (AM and PM)					
Price per four-hour monitor, per day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated need:	x 4 monitors x 180 days				
A6. Subtotal Annual Cost	= \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A7. Two-hour (PM) Monitors					
Price per PM monitor, per day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated need:	x 29 monitors x 180 days				
A7. Subtotal Annual Cost	= \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total for (A) Regular Bus Transportation: <i>(Subtotals A1 through A7)</i>	= \$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Signature of Bidder: _____

Company Name: _____

	2015-16 (Year 1)	2016-17 (Year 2)	2017-18 (Year 3)	2018-19 (Year 4)	2019-20 (Year 5)
B. Athletics					
B1. Flat rate per trip 5:00 hours or less:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated trips per year:	x 210 trips				
B1. Subtotal Annual Cost	= \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
B2. Flat rate per trip 5:01-8:00 hours:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated trips per year:	x 80 trips				
B2. Subtotal Annual Cost	= \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
B3. Flat rate per trip 8:01 hours or more:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated trips per year:	x 25 trips				
B3. Subtotal Annual Cost	= \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total for (B) Athletics:	= \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<i>(Subtotals B1 through B3)</i>					

Signature of Bidder: _____

Company Name: _____

	2015-16 (Year 1)	2016-17 (Year 2)	2017-18 (Year 3)	2018-19 (Year 4)	2019-20 (Year 5)
C. Field Trips					
C1. Flat rate minimum for first 2 hours: \$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Applies to trips inside Cambridge City Limits					
Estimated trips per year: x 135 trips					
C1. Subtotal Annual Cost = \$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
C2. Flat rate minimum for first 3 hours: \$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Applies to trips Outside of Cambridge City Limits					
Estimated trips per year: x 140 trips					
C2. Subtotal Annual Cost = \$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
C3. Hourly rate beyond minimum: \$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Applies in City and out of City					
Estimated additional hours per year: x 1,100 hours					
C3. Subtotal Annual Cost = \$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total for (C) Field Trips:	= \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<i>(Subtotals C1 through C3)</i>					

Signature of Bidder: _____

Company Name: _____

2015-16 (Year 1) 2016-17 (Year 2) 2017-18 (Year 3) 2018-19 (Year 4) 2019-20 (Year 5)

GRAND TOTAL BID, per year: = \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

[Total for (A) Regular Bus Transportation plus Total for (B) Athletics plus Total for (C) Field Trips]

Signature of Bidder: _____

Company Name: _____

**Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

Name of Bidder: _____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person signing quotation, bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your proposal

Name of Bidder: _____

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

- 2.112.061 Purpose**
- 2.112.062 Definitions**
- 2.112.063 CORI-Related Standards of the City of Cambridge**
- 2.112.064 Waiver**
- 2.112.065 Applicability**

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The

Name of Bidder: _____

awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. 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.
3. 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 the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. 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.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning 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 City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record 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, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position 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 offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;

Name of Bidder: _____

- (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 City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
 12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
 13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

2.121.010	Title and Purpose
2.121.020	Definitions
2.121.030	Living Wage
2.121.040	Waivers and Exceptions
2.121.050	Notification Requirements
2.121.060	Duties of covered Employers
2.121.070	Community Advisory Board
2.121.080	Enforcement
2.121.090	Severability
2.121.100	Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

Name of Bidder: _____

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City

Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

- (1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;
- (2) work-study or cooperative educational programs;

Name of Bidder: _____

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not

complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.100 Effective Date.

This law shall be effective sixty (60) after final passage.

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore the new living wage, as of March 1, 2014 is \$14.71.

For calendar year 2014 the CPI-U increased by 1.61% Therefore the new living wage, as of March 1, 2015 is \$14.95.



**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**

RONALD L. WALKER, II
Secretary
JEAN ZEILER
Acting Director

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

Awarding Authority: City of Cambridge
Contract Number: 6784 **City/Town:** CAMBRIDGE
Description of Work: Regular Bus transportation is for the transport of students living in Cambridge to and from schools in Cambridge in both the academic year and for summer school programs and athletic trips.
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 Division of Apprentice Standards (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. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice 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	09/01/2014	\$16.48	\$-	\$0.00	\$0.00	\$16.48
<i>SCHOOL BUS - 25/EASTERN-8751/FIRST STUDENT</i>	09/01/2015	\$16.58	\$-	\$0.00	\$0.00	\$16.58
	09/01/2016	\$16.68	\$-	\$0.00	\$0.00	\$16.68
School Bus Driver	09/01/2014	\$24.25	\$-	\$0.00	\$0.00	\$24.25
<i>SCHOOL BUS - 25/EASTERN-8751/FIRST STUDENT</i>	09/01/2015	\$24.50	\$-	\$0.00	\$0.00	\$24.50
	09/01/2016	\$24.75	\$-	\$0.00	\$0.00	\$24.75

Additional Apprentice 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.

STUDENT DATA/DATA BREACH SPECIAL TERMS AND CONDITIONS

This Student Data/Data Breach Special Terms and Conditions dated _____ (hereinafter “Agreement”) is by and between Cambridge Public Schools (“CPS”) and _____ (“Contractor”), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. Contractor and CPS have contracted for the Contractor to provide _____ (“the Services”), which are institutional services and functions, to CPS. In the course of performing the Services, Contractor will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or information (“Data Files”). CPS and Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 (“FERPA”) and Massachusetts student record regulations, 603 C.M.R. 23.00 (“State Regulations”). The Data Files will be used by the Contractor’s employees to populate student data for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to data from any source that contains personally identifiable information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any personally identifiable student data contained therein under this Agreement shall not under any circumstances transfer from Contractor to any other party.

2. Contractor acknowledges and agrees that it is providing institutional services or functions for CPS and that it is under direct control of CPS with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by CPS and CPS reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files, including without limitation, any student data and/or personally identifiable information contained within the Data Files. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data Files, including without limitation, any student data and/or personally identifiable information contained in the Data Files, without the express written consent of CPS. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in delivering the Services shall have access to the Data Files and that it and its employees shall protect the confidentiality of the Data Files in such a way that parties other than officials of CPS and their authorized agents cannot identify any students.

3. Contractor also acknowledges and agrees to:
- (i) use personally identifiable student data shared under this Agreement for no purpose other than in connection with and through the provision of the Services.
 - (ii) use reasonable methods, consistent with industry standards, to protect the Data Files and/or any personally identifiable student data contained therein from re-disclosure, and to not share the Data Files and/or any personally identifiable student data received under this Agreement with any other entity without prior written approval from CPS.

Name of Bidder _____

- (iii) not copy, reproduce or transmit the Data Files and/or any personally identifiable student data contained therein ,except as necessary to fulfill the Services.
- (iv) notify the Chief Information Officer for CPS in writing within three (3) days of its determination that it has experienced a data breach, breach of security or unauthorized acquisition or use of any Data Files and/or personally identifiable student data contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach.
- (v) not provide any Data Files or any personally identifiable data contained therein to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving personally identifiable from any entity under 34 CFR 99.31(a)(6)(iii).
- (vi) to maintain backup copies, backed up at least daily, of Data Files in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files.
- (vii) to, upon receipt of a request from CPS, immediately provide CPS with any specified portion of the Data Files within three (3) days of receipt of said request
- (viii) to, upon receipt of a request from CPS, immediately begin the process of returning all Data Files over to CPS and subsequently erasing and/or otherwise destroying any Data Files, be it digital or physical form, still in Contractor's possession such that Contractor is no longer in possession of any student work belonging to CPS and to provide CPS with any and all Data Files in Contractor's possession, custody or control within seven (7) days of receipt of said request.
- (ix) to, in the event of the Contractor's cessation of operations, promptly return all Data Files to CPS in an organized, manageable manner and subsequently erasing and/or otherwise destroying any Data Files, be it digital or physical form, still in Contractor's possession such that Contractor is no longer in possession of any student work belonging to CPS.
- (x) to delete CPS Data Files that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.
- (xi) to, upon receipt of a litigation hold request from CPS, immediately implement a litigation hold and preserve all documents and data relevant identified by CPS and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.

4. Contractor certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of the Commonwealth and maintaining safeguards for personal information. Contractor hereby further certifies under penalties of perjury that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 *et seq.* Further, the Contractor

Name of Bidder _____

hereby certifies under the penalties of perjury that it shall fully comply with the provisions of the federal Family Educational Rights Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 et seq., and to fully protect the confidentiality of any student data and/or personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss. Contractor also represents and warrants that if personal information and/or student record information is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and have a protocol in place to ensure use by employees.

5. Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any personally identifiable student data contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any personally identifiable student data contained therein, or may own, lease or control equipment or facilities of any kind where the Data Files and any personally identifiable student data contained therein is stored, maintained or used in any way.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

INSERT NAME OF CONTRACTOR

CAMBRIDGE PUBLIC SCHOOLS

Name

Jeffrey M. Young, Ed.D.
Superintendent of Schools

Title

Name of Bidder _____

BUS DRIVER STUDENT RECORD INFORMATION PROTECTION CERTIFICATION

I acknowledge and agree that as an authorized driver of _____, which is the authorized vendor of the City of Cambridge/Cambridge Public Schools for the provision of bus transportation services, that I will have access to limited student record information (name, grade, ID number, addresses, phone numbers, school, homeroom, gender, parent names, and other Personally Identifiable Information including photographic images) through the Edulog Transportation Management System in order to perform my duties. I hereby agree and certify under the penalties of perjury that I will fully comply with the provisions of the federal Family Educational Rights Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 et seq., and to fully protect the confidentiality of any student data and/or personally identifiable information that is provided to me or to which I have access through the Edulog Transportation Management System. I acknowledge and agree that I am under the direct control of the Cambridge Public Schools with respect to the use and maintenance of all education records and shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of student data and/or personally identifiable information and shall not make any re-disclosure of any student data and/or personally identifiable information without the express written consent of the Cambridge Public Schools.

I further agree and certify that I will protect the confidentiality of personally identifiable student information contained in the Edulog Transportation Management System in such a way that parties other than officials of the Cambridge Public Schools cannot personally identify such students, and that I will not download, post, distribute, disclose or otherwise share or disclose the student record information to which I have been given access with any other third party, unless specifically authorized to do so by the Cambridge Public Schools. I further agree and certify that I will not photograph or otherwise copy or reproduce the student data and/or personally identifiable information to which I have been given access nor will I allow any other third party to view or otherwise access the student data and/or personally identifiable information.

I hereby further acknowledge receipt of a secure password to the Edulog Transportation Management System and acknowledge and agree to keep such password secure, to only use the password for work related matters, not to share, distribute, post or disclose such password with any other individual, not to post the password anywhere, not to let any other individual use my password to access the student data and/or personally identifiable information and to immediately notify the Information and Communication Technology Systems Office of the Cambridge Public Schools when I first become aware of any loss, theft or that the password has been compromised in any such manner. I understand that if the obligations detailed in this Agreement are not complied with my password will be revoked and I no longer will be provided with access to and/or usage of the Edulog Transportation Management System for any purposes and other appropriate sanctions or discipline may be imposed.

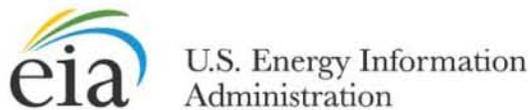
Print Name

Date

Signature

Title

Name of Bidder: _____



PETROLEUM & OTHER LIQUIDS

OVERVIEW DATA ANALYSIS & PROJECTIONS

GLOSSARY > FAQs >

Weekly Retail Gasoline and Diesel Prices

(Dollars per Gallon, Including Taxes)

Product: **Diesel - All Types** Period: **Monthly**

Show Data By: <input type="radio"/> Product <input checked="" type="radio"/> Area	Graph	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	View History
	Clear							
U.S.	<input type="checkbox"/>	3.792	3.681	3.647	3.411	2.997	2.858	1994-2016
East Coast (PADD1)	<input type="checkbox"/>	3.819	3.690	3.557	3.384	3.081	2.957	1994-2015
New England (PADD 1A)	<input type="checkbox"/>	3.911	3.785	3.646	3.474	3.143	3.081	1997-2015
Central Atlantic (PADD 1B)	<input type="checkbox"/>	3.900	3.761	3.625	3.465	3.168	3.082	1997-2015
Lower Atlantic (PADD 1C)	<input type="checkbox"/>	3.735	3.615	3.485	3.303	2.984	2.836	1997-2015
Midwest (PADD 2)	<input type="checkbox"/>	3.731	3.631	3.735	3.460	2.951	2.788	1994-2016
Gulf Coast (PADD 3)	<input type="checkbox"/>	3.704	3.613	3.537	3.312	2.910	2.777	1994-2015
Rocky Mountain (PADD 4)	<input type="checkbox"/>	3.848	3.747	3.754	3.493	2.966	2.773	1994-2015
West Coast (PADD 5)	<input type="checkbox"/>	4.004	3.865	3.784	3.471	3.075	2.968	1994-2015
West Coast less California	<input type="checkbox"/>	3.845	3.776	3.705	3.385	2.910	2.795	2011-2015
States								
California	<input type="checkbox"/>	4.054	3.938	3.813	3.542	3.212	3.110	1995-2016

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Notes: Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 8, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 29, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2008 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 3/9/2015

Next Release Date: 3/18/2015

Name of Bidder: _____

City Of Cambridge/Cambridge Public Schools
Articles of Agreement
for Services
SAMPLE-SAMPLE

Commodity:
File Number:

This agreement is made and entered into this **XX/XX/XX** by and between the **City of Cambridge/Cambridge Public Schools**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and Consensus Now, a Limited Liability Company existing under the laws of the **XXXXXXXX** ("the Contractor").

Address: XXXXXXXX

Telephone: xxx-xxx-xxx, Fax: xxx-xxx-xxx, Attention: xxxxxx

Email Address: xxxxxxxxx

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on **xx/xx/xx** and ending on **xx/xx/xx**.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of **xx/xx/xx**.

Contract Value: xxxxxxxxx

Article IV. Payment. The **City of Cambridge/Cambridge Public Schools** agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the **City of Cambridge/Cambridge Public Schools**, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the **City of Cambridge/Cambridge Public Schools** as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the **City of Cambridge/Cambridge Public Schools** may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the **City Of Cambridge/Cambridge Public Schools** may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Name of Bidder: _____

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the **City Of Cambridge** and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the **City of Cambridge/Cambridge Public Schools** security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The **City of Cambridge/Cambridge Public Schools** may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assign ability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to four other identical instruments set their hands the day and year first above written.

Approved as to Form subject to the approval of the School Committee:

The Contractor:

Nancy E. Glowa
City Solicitor

Signature

Richard C. Rossi
City Manager

Name (printed)

Secretary of the School Committee
For the Cambridge School Committee

Amy L. Witts
Purchasing Agent

Name of Bidder: _____