

**CONTRACT
BETWEEN THE CHELMSFORD PUBLIC SCHOOL DISTRICT
AND
NRT BUS, INC.**

This Agreement is made on this 15th day of March, 2022, between Chelmsford Public School District, acting by and through the Chelmsford School Committee (hereinafter the "District"), and NRT Bus, Inc. a corporation with a principal place of business located at 230 Main Street, North Reading, Massachusetts (hereinafter the "Contractor"), whereby the parties contract for services under the terms and conditions set forth herein.

(The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the District and the Contractor, are hereby terminated and shall be of no force and effect.)

WHEREAS, the District issued an Invitation For Bids for the services of a contractor to provide school bus transportation as requested by the District for the transportation of District school children, and;

WHEREAS, the Contractor did bid and offer to provide such services to the District, and the District has accepted the Contractor's bid, subject to the conditions and agreements herein contained:

THEREFORE, it is agreed between the parties as follows:

I. PARTIES

The parties to this contract are the Chelmsford Public School District, acting by and through the Chelmsford School Committee, (the "District") and NRT Bus, Inc. (the "Contractor"). The District is a public school district in the Commonwealth of Massachusetts having a principal place of business at 230 North Road, Chelmsford, Massachusetts and Contractor is a corporation with a principal place of business at 230 Main Street, North Reading, Massachusetts.

II. DESIGNATED REPRESENTATIVES

The District designates Jay Lang, Ed.D., Superintendent of Schools, Chelmsford Public School District, 230 North Road, Chelmsford, Massachusetts 01824 and Contractor designates John McCarthy, President as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above, via certified mail, return receipt requested.

III. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- 1) This Contract;
- 2) The District's Specifications;
- 3) Contractor's bid proposal and price change;
- 4) Contractor's Certificate of Non-Collusion;
- 5) Contractor's Certificate of Tax Compliance;
- 6) Contractor's Certificate of Authorization;
- 7) Contractor's Certificates of Insurance;
- 8) Contractor's performance and bid bonds;
- 9) The District's Invitation for Bids (22-01), including addendum 1;
- 10) The Contractor's Conflict of Interest Certification; and
- 11) The District's Instructions for Bidders.

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties.

IV. SCOPE OF SERVICES

The Contractor agrees that it will provide school bus transportation as requested by the District, in accordance with the Contract Documents as mentioned in paragraph III, above. The Contractor agrees that it shall pay for or cause to be paid for all labor performed or furnished, all materials used or employed in the performance of the work under this contract, and all rental or hire of appliances and equipment employed in such work.

V. PAYMENT

a). The District agrees that in exchange for said services as described in paragraph IV, above, that it will pay the Contractor the sums as agreed in the Contract Documents, above. The District shall pay the Contractor on the twentieth (20th) of each month, for services rendered in the previous month, and subject to offset as described in the Contract Documents. The District's payment obligations under this paragraph are subject to (in addition to all other requirements as set forth in the Contract Documents) the delivery by the Contractor of an invoice with sufficient detail to describe the services performed in the previous month, by the first day of the subsequent month.

b). In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the District's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the District.

c). Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to payment under this Contract or anything done in pursuance thereof.

d). No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any breach hereof by the Contractor.

VI. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the District is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by Joanna M. Johnson-Collins, Director of Business and Finance.

VII. ENFORCEABILITY OF CONTRACT

This contract is binding upon and enforceable against the District if this contract is signed by the Chelmsford School Committee, endorsed by the Director of Business and Finance as to appropriation or availability of funds, and endorsed as to form by the District Counsel. This contract is binding and enforceable against Contractor if signed by their authorized representative.

VIII (a). ASSIGNMENT

Contractor shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the District. If approved by the District, this contract shall be binding upon Contractor's assigns, transferees and/or successors in interest. Without limitation, moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge Contractor from any duty or responsibility under the Contract Documents.

VIII. (b). PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation arising under or to enforce the terms of this Contract shall be conducted in the Superior Court of Middlesex County, Massachusetts.

VIII (c). INDEMNIFICATION

Contractor shall compensate District for all damage to District's property of any nature arising out of Contractor's work. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless District and District's officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by Contractor of its obligations under the Contract, or the act or omission of Contractor, its Subcontractors, or their officers, employees, agents and representatives and assigns or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the Work to be

performed by Contractor under the Contract, or which arise out of the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by Contractor or any of its officers or employees regarding the subject matter of the Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

Neither District, nor any of its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or shall incur any personal liability by reason of the Contract, the execution thereof or anything relating thereto which arises out of the violation of any provision of the Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by Contractor or its employees, regarding the subject matter of the Contract. Contractor hereby indemnifies and agrees to hold harmless the District against any liability including all claims for bodily injury or property damage that may arise out of Contractor's performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

IX. INSURANCE

Contractor shall provide insurance that satisfies the categories and amounts specified in the Contract Documents. Each certificate and policy of insurance required by this Contract shall contain a cancellation provision as indicated below with no variations.

"No cancellation of or change or revision in the insurance by the Insurer or the Insured, the existence of which Insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Superintendent, Chelmsford Public School District, 230 North Road, Chelmsford, MA 01824, at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid and evidenced by a return receipt — or — if the insurance is canceled, the contract is null and void."

The District shall be named as an additional insured on each policy of insurance required by this Contract other than worker's compensation. Contractor shall provide proof of the required insurance as required in the Contract Documents.

No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
- Or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

X. MISCELLANEOUS

- a). This Contract shall be binding upon District and Contractor, their respective heirs, executors, administrators, successors, or assigns.
- b). If any provision of this Contract shall be determined to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.
- c). This Contract may be amended only by a written instrument signed by the parties.
- d). Contractor shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.
- e). No payment by District to Contractor shall be deemed to be a waiver of any right of the District under this Contract or ratification by the District of any breach hereof by him.
- f). Contractor shall provide services under this Contract as an independent contractor with the District and Contractor and its employees shall not be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.
- g). District may terminate this Contract upon written notice to Contractor if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.
- h). The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.
- i). Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

j.) Pursuant to M.G.L. c. 71, §38R and 42 U.S.C. § 16962, each employee of the Contractor who performs services under this Contract shall be subject to Criminal Offender Record Information (CORI) and Criminal History Record Information (CHRI) screening. As part of such comprehensive criminal background screening, each such employee shall be subject to Statewide Applicant Fingerprint Identification Services (SAFIS) screening, as well as to any and all other federal and state statutes, rules, and regulations regarding fingerprinting. No employee of the Contractor shall perform services under this Contract unless he/she has successfully passed all such applicable screening.

k.) The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

l.) The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.

m.) The Contractor shall not represent or purport to represent that it speaks for the District vis-a-vis the media or the public at-large without the District's express, written consent in advance.

n.) Prior to commencing performance under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

o.) By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

p.) By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

q.) The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

r). The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment, hiring, rates of pay or other forms of compensation, terms, conditions or privileges of employment, employment upgrading, transfer, demotion, layoff, and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

s). To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

XI. TERM

The Term of this Contract is from July 1, 2022 to June 30, 2025. Should the District, in its sole discretion, decide to extend the term of the Contract, it may extend the term for one (1) year periods up to a maximum of two (2) additional years, from July 1, 2025 until June 30, 2026, and July 1, 2026 until June 30, 2027, by providing notice of said intent to Contractor by March 1, 2025 and March 1, 2026, respectively.

XII. BREACH

In addition to any other remedies available at law or in the Contract Documents, if the Contractor changes any routes, stops, schedules, or instructions as detailed in the Contract Documents, without notice to and express written consent of District, the Contractor shall be liable to the District in the amount of twenty-five dollars (\$25) for every student scheduled to be on the route in question as liquidated damages, for each trip in which a change occurs. The Contractor agrees that such a liquidated damage amount is a reasonable approximation of District's actual damages. At the District's discretion, any such amount shall be deducted from any remuneration owed by the District to the Contractor.

In addition to any other remedies available at law or in the Contract Documents, if the Contractor is more than fifteen (15) minutes late to any scheduled stop, the per diem rate payable by the District to the Contractor for that route may be reduced by fifty per cent (50%) in the discretion of the District.

XIII. NOTICE

Except as otherwise provided in this Contract all notices required or permitted to be given

hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section XV.

If to the District: Superintendent of Schools
Chelmsford Public Schools
230 North Road
Chelmsford, MA 01824

With copies to: Andrew J. Waugh, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive
Suite 410
Quincy, MA 02169

If to the Contractor: John McCarthy, President
NRT Bus, Inc.
230 Main Street
North Reading, MA 01864


IN WITNESS WHEREOF, District and Contractor have executed or caused to be executed by their duly authorized officials this Contract in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to District, Contractor, District Counsel and Director of Business and Finance.


Chelmsford Public Schools

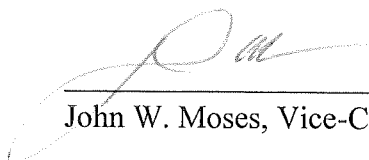
NRT Bus, Inc.

By: The Chelmsford School Committee

By:


Dennis F. King II, Chair



Signature

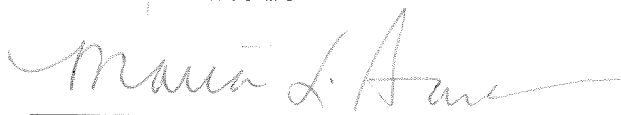

John W. Moses, Vice-Chair


Printed Name


Jeffrey D. Doherty, Secretary

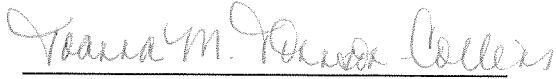

Printed Title


Donna M. Newcomb

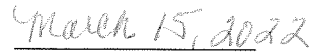

Maria L. Santos

CERTIFICATE OF APPROPRIATION

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this CONTRACT is available therefor, and that the – Chelmsford School Committee is authorized to execute this CONTRACT and to approve all requisitions and execute change orders.

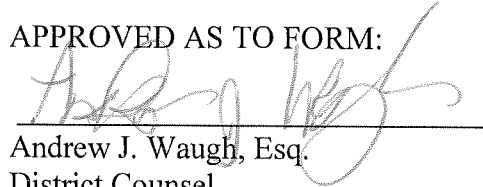


Joanna M. Johnson-Collins
Director of Business and Finance

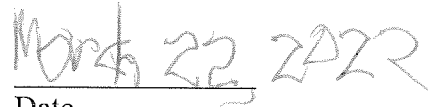


Date

APPROVED AS TO FORM:



Andrew J. Waugh, Esq.
District Counsel



Date

**CHELMSFORD PUBLIC SCHOOL DISTRICT
INVITATION FOR BIDS
22-01**

The Town of Chelmsford Public School District (CPS) hereby invites the submission of sealed bids for a three (3) year contract beginning July 1, 2022 and ending June 30, 2025 with the option of two (2) additional one (1) year contract extensions beginning July 1, 2025 and ending June 30, 2026 and beginning July 1, 2026 and ending June 30, 2027 respectively, from responsive and responsible vendors to provide school bus transportation services for the Chelmsford Public Schools, as described in the Invitation For Bids (IFB) packet available from:

CHELMSFORD PUBLIC SCHOOL DISTRICT
Central Administration Offices
Business Department
230 North Road
Chelmsford, MA 01824
(978) 251-5100

IFBs will be available beginning Monday, January 3, 2022. All bids must be sealed and will be accepted by mail or in person at the Chelmsford Public Schools, Central Administration Offices, Business Office, 230 North Road, Chelmsford, MA 01824 until **2:00 p.m.** local time on **Thursday, January 20, 2022** at which time they will be opened and read publicly. Bids must be submitted in a sealed envelope, which is plainly marked on the face "BID FOR SCHOOL BUS TRANSPORTATION FOR THE CHELMSFORD PUBLIC SCHOOLS."

A voluntary Pre-Bid Conference will be held at the Chelmsford Public Schools, Central Administration Offices, School Committee Conference Room, 230 North Road, Chelmsford, MA 01824 on Tuesday January 11, 2022 at 11:00 a.m.

The Chelmsford Public Schools will not be responsible for the premature opening of any proposal not so marked. The Chelmsford Public Schools reserves the right to reject any and all bids and to waive any defects, informalities and minor irregularities in bids received as may be deemed in the best interest of the Chelmsford Public Schools. All bids must be submitted in the form of a bid proposal and must conform to the specifications. Chelmsford Public Schools reserves the right to reject any or all bids that do not meet the minimum requirements set forth in the IFB. The three (3) year contract with the option of two (2) additional one (1) year contract extensions is subject to annual appropriation after the first fiscal year.

All bids must be complete and in compliance with the submission requirements outlined in the Invitation For Bids.

Jay Lang, Ed.D.
Superintendent of Schools

Monday January 3, 2022

Proposal #: _____

January 3, 2022

Chelmsford Public School District

230 North Road

Chelmsford, MA 01824

(978) 251-5100

<p style="text-align: center;">INVITATION FOR BIDS SCHOOL BUS TRANSPORTATION</p>
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BIDS ARE DUE NO LATER THAN THURSDAY, January 20, 2022, 2:00 p.m.

SECTION I. GENERAL CONDITIONS

A. SCOPE

1. The successful bidder shall provide all equipment, labor and materials required to transport students to the various schools within the Town of Chelmsford in accordance with the specifications.
2. The contract shall include all labor, materials, tools, equipment and services required for the proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trade or trades involved.
3. The Chelmsford Public Schools shall have "priority" use of the vehicles in the bus fleet to meet all of the Chelmsford Public Schools transportation requirements set forth in these specifications.

B. BID REQUIREMENTS:

1. A voluntary Pre-Bid Conference will be held at the Chelmsford Public Schools, Central Administration Offices, School Committee Conference Room, 230 North Road, Chelmsford, MA 01824 on Tuesday January 11, 2022 at 11:00 a.m.
2. Deadline for questions relative to the specifications will be at the end of the business day on Thursday January 13, 2022.
3. Each bidder shall return one (1) original and five (5) copies of their bid per SECTION V. SUBMISSION REQUIREMENTS. Bidders shall furnish all information requested on the bid proposal forms. A corporation must affix the corporate seal to the bid proposal.
4. All Bids must be sealed and will be accepted by mail or in person at the Chelmsford Public Schools, Central Administration Offices, Business Office, 230 North Road, Chelmsford, MA 01824 until **2:00 p.m.** local time on **Thursday, January 20, 2022** at which time they will be opened and read publicly.

C. COMPETENCY OF BIDDERS:

It is the intent of the Chelmsford Public Schools not to award a contract to any bidder who does not furnish evidence satisfactory to the Chelmsford Public Schools that it has the ability and experience in School Bus Transportation Services, that it has sufficient capital, that it has available through ownership or lease duly licensed school buses of the number, type, year, and passenger accommodations specified, and that it employs trained and duly licensed drivers to enable it to perform the work to the satisfaction of the Chelmsford Public Schools.

1. Bidders must submit pertinent information related to personnel and facilities to establish the degree of ability to perform the transportation agreement, by providing a statement as to, but not necessarily limited to, the information required by the Chelmsford Public Schools as to bidders business experience.
2. Bidders must submit a listing of recent student transportation service work performed under a contract(s) comparable in the scope of work being bid.

Bidders may further be required to submit the following pertinent information:

- A balance sheet and a statement of profit and loss prepared and certified by the bidder's Certified Public Accountant for each of the two (2) most recent fiscal years;
- A bank credit letter of reference from the bidder's principal financial institution;
- Accident records for the previous three (3) years prepared by and submitted directly to the office of the Director of Business and Finance by the insurance carrier;
- A statement outlining current fuel supply status; specifically, source of fuel supply required to fulfill the existing contractual commitment, and plans being formulated to obtain the fuel necessary to execute this contract.

The Chelmsford Public Schools reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It further reserves the right to withhold the awarding of any contract under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate ability, experience or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the bid documents.

The Chelmsford Public Schools, acting through its authorized representatives, shall be the sole judge of the competency and qualification of the bidders.

D. DURATION:

The contract shall be for the period beginning July 1, 2022 and ending June 30, 2025 with the option of two (2) additional one (1) year contract extensions beginning July 1, 2025 and ending June 30, 2026 and beginning July 1, 2026 and ending June 30, 2027 respectively. The contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of the agreement after the first fiscal year. The Chelmsford Public Schools reserves the right to allocate funds and make appropriations as it deems is in its best interest.

The Chelmsford Public Schools will determine whether it is more advantageous to the Chelmsford Public Schools to exercise the optional year four (4) and year five (5) contract extensions or to undertake a new procurement. The Chelmsford Public Schools will investigate the costs and benefits of the bid prices for the year four (4) and year five (5) contract extensions to make the determination. The optional year four (4) and year five (5) contract extensions shall be exercised at the sole discretion of the Chelmsford Public Schools.

The Chelmsford Public Schools will notify the successful bidder by March 1, 2025 if the Chelmsford Public Schools deems it is in its best interest to exercise the optional fourth year contract extension for the period beginning July 1, 2025 and ending June 30, 2026. The Chelmsford Public Schools will notify the successful bidder by March 1, 2026 if the Chelmsford Public Schools deems it is in its best interest to exercise the optional fifth year contract extension for the period beginning July 1, 2026 and ending June 30, 2027.

E. INSURANCE:

1. The successful bidder shall obtain and maintain during the life of the contract such Public Liability and Property Damage Insurance as shall protect them from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by their self or by anyone directly or indirectly employed by them and the amount of such insurance shall be as follows:

- PUBLIC LIABILITY INSURANCE – Successful bidder to supply the Chelmsford Public Schools with certificates of insurance covering public liability in an amount of not less than \$1,000,000 to any one person, and not less than \$5,000,000 on account of any one accident. This coverage shall include an endorsement for abuse and molestation, including coverage for negligence arising from the employment, training, supervision, investigation and reporting in regard to incidents of abuse and molestation.
- PROPERTY DAMAGE INSURANCE – Successful bidder to supply the Chelmsford Public Schools with certificates of insurance covering property damage in an amount of not less than \$100,000 for each vehicle used.
- WORKER'S COMPENSATION INSURANCE – Successful bidder to supply not less than the statutory limitations on all employees working under the provisions of the contract.

2. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall be cause for an immediate termination thereof.
3. The "Certificate of Insurance" which must be submitted to the Chelmsford Public Schools by the successful bidder evidencing the existence of the insurance required shall contain the following language:
 "No cancellation of or change or revision in the insurance by the Insurer or the Insured, the existence of which Insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Superintendent, Chelmsford Public School District, 230 North Road, Chelmsford, MA 01824, at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid and evidenced by a return receipt - or - if the insurance is canceled, the contract is null and void."
4. The successful bidder shall, at the time of executing the contract, and on or before January 1st of each year of the contract thereafter, furnish the Chelmsford Public Schools with a certificate indicating it has complied with the insurance requirements as set forth in this specification. The certificate shall contain the provision to notify the Superintendent of the Chelmsford Public School District thirty (30) days prior to the cancellation or termination of the insurance coverage as specified.

F. ASSUMPTION OF LOSS AND LIABILITY:

1. The successful bidder agrees that it shall pay for or cause to be paid for all labor performed or furnished (unless otherwise awarded), all materials used or employed in the performance of the work under this contract, and all rental or hire of appliances and equipment employed in such work.
2. Any school property damaged by the successful bidder in carrying out the provisions of this contract shall be restored to its original condition by the successful bidder at his/her expense, and the materials and workmanship used must be first class in every respect. In the event of the failure of the successful bidder to make such repairs promptly to the satisfaction of the Superintendent of Schools, the Chelmsford Public Schools may at its discretion direct that such repairs be made, that the cost of such repairs be charged against the successful bidder, and that any sum of money due the successful bidder be applied to meet the cost of such repairs.
3. The successful bidder is retained solely for the purpose and to the extent set forth in this agreement. During the term of the contract, the successful bidder's relationship to the Chelmsford Public Schools shall be that of an independent successful bidder. The successful bidder shall have no capacity to involve the Chelmsford Public Schools in any contract or to incur any liability on the part of the Chelmsford Public Schools.

G. REMEDIES OF THE CHELMSFORD PUBLIC SCHOOLS:

1. If the successful bidder fails to perform services or performs services in a manner which is not pursuant to the terms and conditions of this contract, the Chelmsford Public Schools may make any reasonable purchase or contract to purchase services in substitution for the service due from the successful bidder, and may

- deduct the cost of any substitute contract, or the damages sustained by the Chelmsford Public Schools due to non-performance or non-conformance of services, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due.
2. If the damages sustained by the Chelmsford Public Schools, as determined by the Superintendent of Schools, exceeds sums due or to become due, the successful bidder shall pay the difference to the Chelmsford Public Schools upon demand.
 3. The successful bidder agrees that if it is determined at any time by the Chelmsford Public Schools that the successful bidder has substantially violated any of the provisions of this contract, the Chelmsford Public Schools shall, after having given the successful bidder a hearing before the Superintendent of Schools, terminate this contract. Determination may be based on default in performance, non-conformity of performance, deficiency excused by failure or presupposed conditions, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or a general assignment for the benefit of successful bidder's creditors which impairs the value and service under this contract.
 4. Any changes with respect to routes, stops or schedules or any instructions as detailed previously in this document which are not directly communicated to the successful bidder by Chelmsford Public Schools, are not authorized by the Chelmsford Public Schools and shall not be followed by the successful bidder, its' drivers or other employees. The successful bidder shall be responsible for any violation of this paragraph including any violation by its drivers or other employees, whether or not done with the permission or knowledge of the successful bidder. In the event of such violation, the successful bidder shall be liable to the Chelmsford Public Schools for liquidated damages in the amount of \$ 25.00 per student scheduled to be on that vehicle on that trip in which a violation occurs. The successful bidder agrees by submitting a bid that such a liquidated damage amount is a reasonable estimate of the actual damages. The successful bidder shall promptly pay such liquidated amount or such amount shall be deducted from any remuneration due the successful bidder.

H. LAWS AND PUBLIC POLICY:

1. This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause, which does not conform to such laws, shall be void, and such laws shall be operative in lieu of such clause.
2. The successful bidder shall keep itself fully informed of and agrees to comply with pertinent Federal, State and Municipal laws, ordinances, rules and regulations in any manner affecting the services embraced in this contract.
3. The successful bidder shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this contract at the successful bidder's expense.
4. Upon request, the successful bidder shall provide documentation that their firm provides equal employment opportunity to persons of color and diverse cultural backgrounds.

I. PAYMENT:

1. Payment shall be made on the twentieth day of the month for all services provided during the preceding month, provided bills containing detailed information are filed in the Office of the Director of Business and Finance on or before the first day of the month in which payment is to be made and after approval of said bills by the Director of Business and Finance.
2. Compensation will be paid only for the days that work is performed and schools are in session.
3. No compensation shall be due or made by the Chelmsford Public Schools for non-conforming performance.
4. No payment shall be made for bus routes not operated during inclement weather, or for any other cause, which is the responsibility of the successful bidder.
5. The successful bidder shall be excused from liability for failure to perform when such failure is due to an act of God, the public enemy, fires, earthquakes or other similar cause beyond their control. Even though said successful bidder is legally excused, no payment will be made while such circumstances so mentioned exist.
6. If any vehicle arrives at a specified destination more than fifteen (15) minutes late, the per diem payment for said vehicle may be reduced by fifty (50%) percent unless the successful bidder has been excused as in the foregoing. The final decision to invoke said clause is that of the Superintendent of Schools or his/her designee.
7. Any and all mileage charges in excess of sixty (60) miles per vehicle, per day, averaged over all vehicles, shall be submitted on a separate invoice, displaying beginning and ending mileage for each vehicle used during the course of the month and shall be submitted in a timely manner with regular monthly invoices.

J. BID SURETY:

Each bidder shall enclose with the bid proposal an acceptable bid bond or bid deposit in the amount of five (5) percent of the entire base bid **(the grand total for services)**.

- BID BONDS must be issued by a surety company, qualified to do business in the Commonwealth of Massachusetts, and payable to the Chelmsford Public Schools.
- CHECKS must be submitted in the form of a certified check, treasurer's check or cashier's check drawn on a responsible bank or trust company and made payable to the "Chelmsford Public Schools or (Name of Bidder)."

K. CONTRACT EXECUTION:

Should any bidder to whom an award is made fail to enter into a written contract within ten (10) days (Saturdays, Sundays and Holidays excluded) of written notification of such an award from the Chelmsford Public Schools or fail to furnish a performance bond within the time prescribed below, the amount so received from the bidder as a bid deposit, through bid bond, certified check, treasurer's check or cashier's check, shall become the property of the Chelmsford Public Schools, as liquidated damages for such failure.

L. PERFORMANCE BOND:

1. A performance bond guaranteeing the fulfillment of all terms and conditions of this contract and renewable annually in advance for the duration of the contract period in the amount of one hundred percent (100%) of the bid price for each year, and which is acceptable to and in favor of the Chelmsford Public Schools, shall be furnished and paid for by the successful bidder. Said performance bond shall be delivered to the Office of the Director of Business and Finance of the Chelmsford Public Schools within twenty (20) calendar days following written notification of the bid award and prior to the first day of June for each succeeding year of the contract. Performance bonds must be renewed in an amount of one hundred percent (100%) of the bid price for the coming year. Should the successful bidder fail to deliver said performance bond, the Chelmsford Public Schools shall withhold any and all payments due said successful bidder, until such time as said performance bond has been received, or until such time as the amount withheld equals twenty five percent (25%) of the coming year's contract at which time the withheld funds will be transferred to an escrow account and held for performance security.
2. Bidders must verify their bonding capabilities prior to submitting any bid proposals. Prior to the award, bidders may be asked to submit such verification as proof of competency to execute the contract.

M. VEHICLE REGISTRATION/GARAGING:

1. Bidders are encouraged to garage their vehicles in the Town of Chelmsford in order to facilitate the employment of Chelmsford residents and so as to provide excise tax benefits to the Town of Chelmsford.
2. All vehicles used in the performance of this contract shall be parked at the successful bidder's garage or parking lot when not in use for the transportation of Chelmsford Public Schools students. No vehicle may be parked on any public way within the Town of Chelmsford overnight, on weekends, or between morning and afternoon trips.

N. INSTRUCTIONS TO BIDDERS:

1. Instructions to bidders, specifications, and bid proposal forms may be obtained at the Chelmsford Public Schools, Central Administration Offices, Business Office, 230 North Road, Chelmsford, MA 01824.
2. Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of Director of Business and Finance no later than the end of the business day, 5:00 p.m., on Thursday January 13, 2022.
3. Bids will be accepted by mail or in person at the address listed above until **2:00 p.m. on Thursday, January 20, 2022**. They will be opened and read aloud at that time. If, at the time of the scheduled bid opening the Central Administration Offices of the Chelmsford Public Schools is closed due to uncontrolled events such as snow, ice, wind, etc., the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.
4. Bids must be submitted in a sealed envelope, which is plainly marked on the face "BID FOR SCHOOL BUS TRANSPORTATION FOR THE CHELMSFORD

PUBLIC SCHOOLS," along with the name of the person, firm or corporation making such bid. The Chelmsford Public Schools will not be responsible for the premature opening of any bid not so marked.

5. All bids must be on the form of proposal and must conform to the specifications.
6. If any changes are made to the Invitation For Bids, an Addendum will be issued. Addenda will be mailed or faxed to all proposers on record as having received the Invitation For Bids.
7. A bidder may correct, modify or withdraw a bid by written notice received by the Director of Business and Finance prior to the time and date set for the bid opening.
8. Modifications must be submitted in a sealed envelope clearly labeled "BID FOR SCHOOL BUS TRANSPORTATION - MODIFICATION NO. ____." Each modification must be numbered in sequence, and must reference the original Invitation For Bids.

O. VOLUNTARY PRE-BID CONFERENCE

A voluntary Pre-Bid Conference will be held at the Chelmsford Public Schools, Central Administration Offices, School Committee Conference Room, 230 North Road, Chelmsford, MA 01824 on Tuesday January 11, 2022 at 11:00 a.m.

P. GENERAL:

1. Any questions as to interpretations of these specifications shall be referred to the Director of Business and Finance of the Chelmsford Public Schools.
2. The contract will be awarded within forty-five (45) days after the bid opening unless the time for award is extended by mutual consent of the parties.
3. No bid may be withdrawn for a period of ninety (90) days following the bid opening date.
4. The successful bidder may not assign, transfer or sublet this contract or work, nor assignment of money due or to become due shall be made without the specific written consent of the Chelmsford Public Schools.
5. The Chelmsford Public Schools reserves the right to reject any or all bids or proposals or to accept the bids or part/parts thereof, including selecting a bidder whose bid or part/parts thereof is not the lowest, as the Chelmsford School Committee deems to be in the best interest of the Town of Chelmsford.
6. The Chelmsford Public Schools reserves the right to reject any bid submitted by a bidder who has defaulted for reasons of non-performance on a transportation contract with the Town of Chelmsford or with any other municipality within the past ten (10) fiscal years. The determination of whether a contract default occurred shall be made solely by the Chelmsford Public Schools.
7. For the purpose of evaluating bids, the Chelmsford Public Schools will consider the combined total of:
 - the bid submitted in Year 1, Year 2 and Year 3 per day for twenty-nine (29) regular transportation vehicles each year multiplied by one hundred and eighty (180) days for a three year total;
 - **plus** the bid submitted per trip/day for eight (8) vehicles to perform Late bus runs each year multiplied by one hundred and twenty (120) days for a three year total;

- **plus** the bid submitted for two hundred (200) athletic (after school) trips each year at a minimum of two (2) hours per trip for a three year total;
- **plus** the bid submitted for two hundred (200) out-of-town athletic/field trip vehicles each year at sixty (60) miles round trip and three (3) hours waiting time per trip for a three year total.

Please reference EXHIBIT C: BID PROPOSAL for a detailed breakdown.

SECTION II. SPECIFICATIONS

The purpose of these specifications is to permit qualified bidders to formulate costs and furnish bids to provide safe, reliable and economical student transportation for the Chelmsford Public Schools.

A. GENERAL:

1. The bidder agrees to furnish all transportation contemplated by the provisions hereof, including the "Notice to Bidders" attached and incorporated within. All specifications, clauses, addenda and supporting documents shall be deemed a part of and incorporated in the contract for school bus transportation services.
2. The contract shall include all labor, materials, tools and equipment, and services required for proper performance of the work as specified hereinafter and as may be required for the proper completion of the work in accordance with the highest standards of the trade or trades involved.
3. The successful bidder shall furnish transportation for all students of the Town of Chelmsford, including those attending public, private and parochial schools, as may be designated by the Chelmsford Public Schools.
4. During the 2021-2022 school year, the Chelmsford Public Schools contracted for twenty-nine (29) buses to transport approximately 3,400 students to and from regular school sessions. The total number of buses required in performance of this contract is not expected to exceed twenty-nine (29) buses annually. The actual number of buses used is subject to change based upon the Chelmsford School Committee's walk/ride policies, the number of eligible students, and the availability of funds. The Chelmsford Public Schools reserves the right to add or delete from these numbers of vehicles as the Chelmsford Public Schools deems is in the best interest of the Chelmsford Public Schools. Additions or deletions to the contract will be at the same prices as in the base bid for regular education transportation of the affected school year.
5. The successful bidder shall provide the following:
Transportation equipment, maintenance of equipment, fuel, oil, tires, emergency servicing of equipment, duly licensed operators, supervision and monitoring of employees, inspection, registration, licensing, insurance and in general conformance to all applicable laws, rules and regulations of the Commonwealth of Massachusetts, the Department of Elementary and Secondary Education, the Registry of Motor Vehicles, the Town of Chelmsford and/or its School Committee and any and all other regulating agencies with jurisdiction over the transportation of school children.
6. The successful bidder will be required to enter into a written contract for a period of three (3) years with the option of two (2) additional one (1) year contract extensions exercised at the sole discretion of the Chelmsford Public Schools, subject to annual appropriation.
7. The successful bidder agrees to make available at no additional charge to the Chelmsford Public Schools, buses for each school to use in bus evacuation drills as required by M.G.L. Chapter 90, Section 7B.

B. SCHEDULING/SCHOOL TIMES:

1. The school day shall be defined for transportation purposes as beginning from the time of the first pick-up and ending one and one-half (1.5) hours after the close of the last school.
2. No doubling up of routes shall be allowed either because of bus or driver shortage. Buses assigned by contract to the Chelmsford Public Schools will not be used for the transportation of any students or passengers other than those associated with the Chelmsford Public Schools without the written consent of the Chelmsford Public Schools.
3. School hours will be established by the Chelmsford School Committee. Buses will be scheduled so as to assure arrival of pupils not earlier than ten (10) minutes before or ten (10) minutes after school sessions begin and no vehicle shall arrive on school premises any earlier than ten (10) minutes before the session ends.
4. Buses shall be required, as directed by and at the times specified by the Chelmsford Public Schools Transportation Coordinator, to pick up students at their respective bus stops, transport the students to their designated schools or other sites, pick up the students at the schools or other sites to which they were transported and return the students to their respective stops.
5. A scheduled trip may be canceled by the Chelmsford Public Schools Transportation Coordinator by notifying the successful bidder orally or in writing at or prior to 6:30 a.m. on the day of which the particular trip was to originate at the successful bidder's place of garaging (unless an emergency exists).
6. The Chelmsford Public Schools Transportation Coordinator shall have the authority to make such changes as he/she deems necessary in adjusting the number of buses, assignment of pupils, groups or routes, time and dates, or any matter affecting the specific, individual needs of children.
7. The successful bidder shall furnish, at the same prices as in the base bid for regular education transportation of the affected school year, such additional buses as may be ordered in writing by the Superintendent of Schools at any time during the term of the contract.

C. PUPILS:

1. Changes in the number of children on any route, increasing or decreasing the number of buses or new accommodations necessary for safe and convenient service may be adjusted by the Chelmsford Public Schools at the beginning of each school year, or at the time such adjustment is deemed by the Chelmsford Public Schools to be in the best interest of proper service.
2. Drivers will report all cases of student misbehavior on school buses and will handle all disciplinary matters in strict accordance with the policy established by the Chelmsford School Committee.
3. In no case will a driver eject a student from a bus for misbehavior or forbid a student from riding to or from school for misbehavior.
4. The successful bidder shall provide written reports of bus counts showing the numbers of pupils on each bus and on each bus trip, as well as the bus trip mileage. These reports will be required on two (2) consecutive days in September and at any other times as the successful bidder may be directed by the Chelmsford Public Schools Transportation Coordinator. Such pupil/mileage counts will be written on forms supplied by the Chelmsford Public Schools.

D. EQUIPMENT:

1. During the 2022/23 school year, no vehicle used shall be manufactured prior to 2017. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2023/24 school year, no vehicle used shall be manufactured prior to 2018. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2024/25 school year, no vehicle used shall be manufactured prior to 2019. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2025/26 school year, no vehicle used shall be manufactured prior to 2020. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2026/27 school year, no vehicle used shall be manufactured prior to 2021. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

The successful bidder must provide three (3) school buses to be available for the full term of the contract which shall not be more than six (6) years old at any time during the contract, or have an odometer reading of more than 80,000 miles at any time during the contract, and which must include the following:

- a. One (1) of the buses must be equipped with wheelchair lifts and approved, universal restraints to accommodate two (2) wheelchairs in each vehicle. These two (2) buses may serve as "spare buses" as referenced in Section II, Letter D, Number 10 of this IFB. These two (2) buses may not serve as buses in the daily fleet without the authorization of the Chelmsford Public Schools Transportation Coordinator.
2. The successful bidder shall maintain all of the buses subject to this specification and the equipment required thereon in good and working order during the entire term of the contract and any subsequent renewal thereof. Any and all vehicles shall be made available for inspection by the Chelmsford Public Schools or its designee upon request.
3. All buses available for use at the time of the bid or which are to be available for use at the start of the contract period or which are to be added after the submission of the bid, or any time during the length of the contract, must be Type D buses with a front mounted engine and a minimum seating capacity of eighty-three (83) passengers, conforming to the standard specifications or better. The chassis and body must conform to all Federal Standards and fully meet or exceed all requirements of the Commonwealth of Massachusetts (See Minimum Standards for School Bus Production).

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

Section 1 - Definitions

Section 1A - School Bus Registration

Section 7A - Inspection of School Buses

Section 7B - Requirements as to Equipment and Operation of School Buses

Section 7C - Registrar may establish Minimum Standards for Construction, etc. of School Buses.

Section 14 - Precautions for Safety

Section 17 - Speed Limit in Operation of School Buses

5. Buses furnished must comply with the General Laws of the Commonwealth of Massachusetts and the rules and regulations of the Massachusetts Registry of Motor Vehicles relating to the transportation of school children.
6. The successful bidder must submit with their bid and update annually, documentation identifying and detailing composition of the bus fleet to be used as of each of the following dates:
 1. August 1, 2022
 2. August 1, 2023
 3. August 1, 2024
 4. August 1, 2025 (if contract is extended)
 5. August 1, 2026 (if contract is extended)
7. The successful bidder shall keep buses at all times in a condition of cleanliness, interior and exterior, satisfactory to the sole discretion of the Chelmsford Public Schools Transportation Coordinator.
8. Carbon copies of reports of conditions of buses as determined at the time of inspection by the Registry of Motor Vehicles during the first week of January, March, May, August and November shall be presented to the Transportation Coordinator no later than five days following the date of inspection.
9. There shall be no substitution of buses without permission of the Transportation Coordinator for the duration of the contract, except in the case of emergency breakdown and then only for a period of time not exceeding five (5) consecutive days. All substitute buses shall conform to the specifications contained herein.
10. The successful bidder shall provide sufficient buses for emergency use.

On-Call Town Emergency:	Three (3) buses
Spare bus fleet:	Three (3) buses

Such buses shall conform to the specifications contained herein.
11. Each bus shall display prominently a number (letter) printed in black immediately to the left of the entrance door.
12. Each vehicle shall display prominently on both sides, the inscription "CHELMSFORD PUBLIC SCHOOLS" in lettering of a size and style to be approved by the Superintendent of Schools or his/her designee.
13. Each vehicle shall be equipped with a reflectorized automatic stop warning device with lights mounted upon the left side of the bus, and shall only be activated to extend outward while picking up or discharging students. Such

- devices will be constructed with a break away hinge and will conform to all Federal, State, and Local Regulations.
14. All vehicles must be equipped with operating two-way radios and the successful bidder must maintain a manned base station at all times that students are being transported.
 15. The successful bidder will be required to report the mileage of each vehicle used on a monthly basis. This reporting will be included with the monthly billing and all mileage reported shall come from hub odometers attached to the rear wheels of each vehicle.
 16. In the event that the successful bidder does not garage his vehicles within the Town of Chelmsford, mileage for the purposes of this contract shall be calculated from the first pick-up to the last drop-off location (live miles).
 17. If the Chelmsford Public Schools requires the successful bidder to install seat belts and/or other additional safety equipment or devices not listed herein, except as required by Statute or Federal or State Regulation, the added cost of such installation shall be a matter to be negotiated.
 18. The 8-way school bus stop light system shall be equipped with lights.
 19. The outside driver rear view mirrors shall be heated.
 20. Each vehicle shall be marked along each side and the rear perimeter with 3M reflective tape or equivalent, having the same reflective qualities as that of the 3M. "School Bus" signs on the front and rear of each vehicle shall be of 3M reflective material or equivalent, having the same reflective quality as that of the 3M tape.
 21. Each vehicle shall be equipped with ten (10) designated emergency exits including two ceiling hatches.
 22. The rear emergency door of each vehicle shall be equipped with an audible device that requires that the driver walk the interior length of the vehicle prior to exiting the vehicle to disengage the audible device. These devices should be similar to those manufactured by "C.R.S." and "Child Check Mate Systems."
 23. During the life of this contract, pursuant to Section 197 of Chapter 184 of the Acts of 2002, the Town of Chelmsford, acting through its School Committee, reserves the right to vote to authorize and carry out the sale of advertising on school buses provided by the successful bidder under this agreement. The successful bidder agrees that, upon such a vote, it shall cooperate with the School Committee in carrying out this advertisement program pursuant to said statute and regulation as may be promulgated pertaining to such.
 24. The successful bidder shall provide and install a GPS management solution in each of the vehicles (regular, emergency and spare) used in performance of this contract. The system installed should be similar to those manufactured by Synovia (Silver Lining). The successful bidder shall provide and install all necessary software and ensure continuous connection to the GPS solution from the Chelmsford Public Schools Central Administration Offices for the duration of the contract at no additional cost to the Chelmsford Public Schools.

E. VIDEO SYSTEM:

1. The successful bidder shall supply and install in all vehicles to be used under the terms of this contract a video system equal to or exceeding the specifications of the "Pro-Vision" digital video system. Each bus used in performance of this

contract shall have three (3) cameras installed at the expenses of the successful bidder. The first camera shall be located in the front ceiling of the bus, centered above the driver, scanning the front and middle rows and sections of the bus. The second camera shall be located in the middle ceiling of the bus, and shall scan the middle and back rows and sections of the bus. The third camera shall be located in the rear ceiling of the bus, and shall scan the back and middle rows and section of the bus. The digital video system selected is subject to the final approval of the Chelmsford Public Schools before installation to ensure conformity with all specifications.

2. The hard drives provided and maintained by the successful bidder shall become the sole property of the Chelmsford Public Schools. Five (5) spare hard drives shall be provided to the Transportation Coordinator at no cost to the Chelmsford Public Schools.
3. Cameras and hard drives shall be used only in accordance with the policies and procedures of the Chelmsford Public Schools. All video images and audio recordings are the sole property of the Chelmsford Public Schools. No video may be viewed prior to being turned over to an authorized representative of the Chelmsford Public Schools.
4. The video system shall be supplied, installed and fully operable by September 1, 2022.

F. OPERATORS:

1. The successful bidder shall furnish fully and properly licensed drivers to operate any buses used in carrying out the transportation services provided for under the terms of this contract.
2. All persons assigned as regular or substitute drivers must be acceptable to the Superintendent of Schools prior to August 15th of each school year. **The Superintendent of Schools reserves the right to accept or reject any or all drivers at any time during the contract period if it is deemed in the best interest of the Chelmsford Public Schools.**
3. A list of licensed operators and substitute operators and the buses and routes to which they are assigned shall be furnished to the Transportation Coordinator at least two (2) weeks prior to the start of the contract performance. The list shall contain the name, address, telephone number and evidence of negative tuberculosis and titer test for Varicella (chicken pox) as prescribed, and a photocopy of all applicable licenses for each individual on the list. All changes are to be reported in writing, to the Transportation Coordinator, as they occur.
4. The drivers shall be of the highest moral character and not less than twenty-one (21) years of age and shall annually submit to and pass a physical fitness examination as required by the Registry of Motor Vehicles, the Department of Telecommunications and Energy and other state agencies prior to the opening of the school year. A similar additional examination may be given by a doctor of the Chelmsford Public Schools own choice and at its own expense whenever it so indicates in writing to the successful bidder.
5. All drivers must allow the Chelmsford Public Schools to conduct a C.O.R.I. background check on their record. The Successful bidder must submit EXHIBIT E: C.O.R.I. REQUEST FORM for every licensed operator and substitute operator along with a copy of their drivers license on an annul basis.

6. The successful bidder must provide documentation that each of their drivers has been fingerprinted. A new employee can send their results to the Chelmsford Public Schools; however a letter of suitability must be provided to the Personnel Office before an employee can drive for the Chelmsford Public Schools.
7. No person shall be allowed to ride any vehicle unless so authorized, in advance by the Chelmsford Public Schools Transportation Coordinator.
8. All drivers are expressly forbidden to smoke or drink any beverage at all times while on school buses.
9. All drivers must remain on their respective buses at all times while on school property, except in the event of emergency.
10. Drivers shall not leave a school bus unattended when passengers are on the bus.
11. Drivers may be required to participate in Bus Safety and Operator I.D. Programs sponsored by the Chelmsford Public Schools.
12. The successful bidder agrees to comply with the rules, regulations and requirements of Chapter 90, Section 8A, General Laws of Massachusetts, and amendments thereto, in respect to the licensing of school bus operators, which statutes indicate in part the "Applications for a license to be a school bus operator may be made by any person who shall have attained the age of twenty-one (21) years and who shall have been a duly licensed motor vehicle operator for a period of three (3) continuous years prior to his/her application; but before such a person shall be so licensed the Registrar shall be satisfied that he/she is of good moral character and has successfully completed a driving performance test, a visual test, and a physical examination by a licensed physician within a three month period of the date of his/her application in conformity with such minimum physical qualifications as shall be determined by the Registrar."
13. There shall be no substitution of operators except from among those whose names appear on the substitute list, except in an emergency, and then only for a period of time not to exceed five (5) working days. The emergency substitute, although not on the approved list, must meet all of the requirements delineated in the above paragraphs.
14. There is no Division of Occupational Safety rate of pay for school bus drivers based on the wages established in any operative collective bargaining agreements within the Town of Chelmsford (See Attachment A).
15. The minimum wage rate as of July 1, 2022 will be **\$ 21.50 per hour**. The minimum wage rate as of July 1, 2023 will be **\$ 22.00 per hour**. The minimum wage rate as of July 1, 2024 will be **\$ 22.50 per hour**. If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2025/26 school year, the minimum wage rate as of July 1, 2025 will be **\$ 23.00 per hour**. If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2026/27 school year, the minimum wage rate as of July 1, 2026 will be **\$ 23.50 per hour**. It is understood that during the term of this contract, the successful bidder will not decrease the hourly wage rate of bus drivers below the amounts specified.
16. The successful bidder shall be liable for part 382 of the Omnibus Employee Testing Act of 1991 (controlled substances and alcohol use and testing) upon award of the contract.
17. No operator who has tested positive for alcohol or drug use and/or has had their driver's license suspended or revoked for alcohol or drug related offenses within the previous ten (10) years shall be permitted to operate any vehicle under the

terms of this contract.

18. There shall be guaranteed preference in hiring and protection of all seniority rights for all drivers working under the terms of the existing Chelmsford Public Schools Transportation contract. Any new or additional drivers needed for the performance of this contract shall be added after current drivers are accommodated. Current drivers must conform to all policies, rules and regulations of the successful bidder.
19. Operators must be trained and remain certified in first aid and C.P.R. procedures prior to operating any vehicle under this contract. Further, at the sole discretion of the Chelmsford Public Schools, operators may be required to be trained and remain certified in the administration of an epi-pen prior to operating any vehicle under this contract.
20. No school bus shall be fueled while there are any pupils or passengers on the bus.
21. The successful bidder shall operate with an available reserve of not less than two (2) qualified substitute bus drivers to be on-site at all times. The substitute drivers shall be familiar with the current routes, school locations, start/stop times, and street locations within the Town of Chelmsford.

G. ACCIDENTS:

The successful bidder shall report immediately after its occurrence, to the Chelmsford Public Schools Transportation Coordinator, each and every accident or other incident or circumstances, which cause unavoidable delay, or in any way interferes with the performance of the agreement.

A complete and accurate written report must be submitted to the Chelmsford Public Schools Transportation Coordinator within twenty-four (24) hours following any accident or incident.

H. PERFORMANCE:

1. If for any reason a vehicle(s) cannot be operated on any school day, the successful bidder agrees to provide suitable insured transportation in place thereof, without additional charge to the Chelmsford Public Schools. The successful bidder further agrees to provide a replacement vehicle within twenty (20) minutes of receiving notice of a disabled vehicle. In the event that the replacement vehicle is not provided within said timeframe, the successful bidder shall be liable to the Chelmsford Public Schools for liquidated damages in the amount of \$ 5.00 per minute for each minute over the specified twenty (20) minute vehicle response allowance. The twenty (20) minute vehicle response allowance shall begin at the time the Chelmsford Public Schools Transportation Coordinator or their designee contacts the successful bidder. The successful bidder shall have been deemed to have provided the replacement vehicle upon arrival on scene at the disabled vehicles location. The successful bidder shall receive written notice of instances of late vehicle response. The successful bidder agrees by submitting a bid that such a liquidated damage amount is a reasonable estimate of the actual damages. The successful bidder shall promptly pay such liquidated amount or such amount shall be deducted from any remuneration due the successful bidder. All replacement vehicles shall conform

to the specifications contained herein.

2. In the event the successful bidder fails in the opinion of the Chelmsford Public Schools to furnish the vehicles required by contract, or fails to perform in accordance with the terms and conditions of the specification hereof, the Chelmsford Public Schools may:
 - a. Terminate this contract five (5) days after mailing a notice by certified mail to the successful bidder at the address set forth in the contract documents of its intention to do so, or;
 - b. Serve notice on the successful bidder to furnish the required materials, or;
 - c. Procure the required vehicles from any source whatsoever without obligation to re-advertise and accept the lowest bidder. Thereafter, the Chelmsford Public Schools may deduct from any sums remaining payable to the successful bidder under this contract, or any other contract between the same parties, an amount sufficient to defray any expense, losses or damage incurred by the Chelmsford Public Schools as a result of the successful bidder's failure to meet its obligation hereunder, including any costs incidental to replacing any vehicles; or if losses and damages, the Chelmsford Public Schools may charge the amount of the excess to the successful bidder. Recourse to any of these remedies, however, shall not impair or affect the right of the Chelmsford Public Schools for recovery in "Breach of Contract" against the successful bidder.

I. ON-SITE MANAGEMENT:

1. The successful bidder shall provide a full-time, on-site, manager to maintain the operation and guarantee the availability of drivers and buses during the entire school day, including the hours of 6:00 a.m. to 5:00 p.m. for the duration of the contract. Said manager shall be exclusively dedicated to the Chelmsford Public Schools regular education student transportation contract and will be furnished with, at the successful bidder's expense, a local telephone to receive the complaints or answer the questions of citizens for the full term of the contract. A local telephone is any telephone that does not require a toll charge or more than one message unit charge for calls originating in Chelmsford.
2. The full time manager shall have available a portable telephone for communication in emergency situations.

J. PRE-OPENING SCHOOL PROCEDURES:

1. The successful bidder shall be responsible to have all drivers on all routes drive a school bus over their routes not less than once during the week prior to school opening. During these pre-opening runs, the driver shall follow the routes exactly as listed on the routing documents supplied by the Chelmsford Public Schools Transportation Coordinator to the successful bidder. The drivers shall stop the bus at all listed pickup and discharge points on the route and be thoroughly familiar with the location of streets, stops, schools, etc.
2. The successful bidder shall report to the Chelmsford Public Schools Transportation Coordinator any exceptions, suggestions, or corrections which

result from the pre-opening runs. However, no modifications to routes shall be made by the successful bidder until specific direction to do so has been received from the Chelmsford Public Schools Transportation Coordinator.

K. EXTRA-CURRICULAR, ATHLETIC & FIELD TRIP VEHICLES:

1. Extra-curricular activities and sports trips that take place within the Town of Chelmsford during the school day, as defined in Section II, Part B of these specifications, shall be billed at a per hour basis. The per hour charge will be in addition to the daily bid price and will begin from the time at the point of pick-up to the time at the point of return. The successful bidder shall be guaranteed a minimum payment of one (1) hour for any In-Town trip.
2. After school trips to shuttle athletic teams to practice shall be billed at the in-Town rate with a minimum of one (1) hour. In the event that the Transportation Coordinator of the Chelmsford Public Schools can route an in-Town shuttle bus run into an existing regular education transportation route schedule, the Chelmsford Public Schools will not incur the minimum one (1) hour in-Town rate as specified.
3. Extra-curricular activities and sports trips outside of the Town of Chelmsford that occur during or after the school day shall be billed on a per mile basis. In addition, an hourly rate may be charged for waiting time as bid. The waiting time charge will begin when the bus has reached its destination and will end at the time of departure for the return trip. Each bidder must state in his/her proposal, the minimum charge to be made, if any, for extra curricular activities and sports trips outside of the Town of Chelmsford.
4. Mileage used in billing for field trips shall be determined by utilizing Google Maps software.
5. Bid prices for field trips shall be extended to all student and parent organization sponsored activities.
6. Extra-curricular activities and sports trips are not supplied to the private or parochial schools in the Town.
7. In the event that the successful bidder is not informed of a cancellation of a scheduled field trip with at least five (5) hours notice, a cancellation charge of \$ 25.00 may be charged by the successful bidder.
8. Whenever the successful bidder performs an in-Town field trip, dropping off students and returning for a pick-up of the same group of students, only the two (2) hour minimum rate may be invoiced.
9. The number of out-of-town athletic trips varies from one (1) trip to five (5) trips daily depending upon team membership and athletic season. Bidders shall assume approximately 325 athletic and/or field trips each year for bidding purposes.
10. All vehicles used in conjunction with extra-curricular, athletic and field trips shall conform to the specifications contained herein.

SECTION III. CONTRACT PERIOD

After determining the lowest most responsive and responsible bidder, the following shall be issued:

A three (3) year contract commencing July 1, 2022 and ending June 30, 2025 with the option of two (2) additional one (1) year contract extensions beginning July 1, 2025 and ending June 30, 2026 and beginning July 1, 2026 and ending June 30, 2027 respectively.

The multi-year contract will be subject to an annual appropriation of funds after the first fiscal year. If said funds are not appropriated for any fiscal year during the stated term of said contract, the Chelmsford Public Schools will notify the successful bidder, in writing, no less than 30 days prior to the start of the unfunded school year, wherein said agreement shall be terminated with no further obligation to the Chelmsford Public Schools or the successful bidder.

Minimum Wage Requirement

Attention of bidders is called to minimum rates of wages as prescribed by the State Department of Labor & Industries under the provisions of Chapter 461 of the Acts of 1935 and all Acts in amendment thereof as set forth in a Schedule of Minimum Wages (See Attachment A). All bidders shall be bound by and shall not pay less than the hourly rates as specified in Section II, Letter F: Operators, Number 14.

SECTION IV. Minimum Criteria

The Chelmsford Public Schools will reject any bid that does not meet the minimum criteria. Failure to respond to any of the following minimum evaluation criteria will result in a rejection of a bid. Please respond to these questions with your bid:

1. Must be in the transportation business for a minimum of ten (10) years.
2. Must be capable of providing service.
3. Must be in sound financial condition.
5. Must have good standing with past and present contracts.
6. Must have all positive references.

SECTION V. SUBMISSION REQUIREMENTS

Interested firms must submit the following information based on the scope of work and selection criteria outlined in earlier sections.

All bids must be submitted on 8 ½" X 11" sheets of paper. Proposal submissions must include one (1) original and five (5) copies of the proposal. The proposal should be submitted and clearly labeled with the following:

Title: BID FOR SCHOOL BUS TRANSPORTATION
FOR THE CHELMSFORD PUBLIC SCHOOLS

From: Name and Address of Proposer

To: Joanna Johnson-Collins
Director of Business and Finance
Chelmsford Public Schools
Central Administration Office
230 North Road
Chelmsford, MA 01824

The Chelmsford Public Schools reserves the right to reject any and all bids that do not meet the submission requirements and minimum criteria.

Each proposal **must contain**, at a minimum, the following documents:

1. Submit a brief business history with documentation that your firm has been in the transportation business for a minimum of ten (10) years, including what state the company is incorporated in, the name of the company President, Treasurer and Secretary, Name of Partner(s) and resumes of the key personnel.
2. Written statement by the authorized employee of your company that you have read the Invitation For Bids document and agree to perform those services.
3. Submit documentation stating that your firm is capable of providing service.
4. Submit documentation that your firm is in sound financial condition in the areas listed below based upon your latest available financial statements:
 - A statement is needed to acknowledge that the following is true:
 - a. Corporation has a positive net worth
 - b. Current assets are greater than current liabilities
 - c. An independent auditor has rendered an unqualified opinion
 - There has not been a multi-year trend in operating loss
 - There are no substantial tax liabilities
 - There has not been an excessive accumulation of accounts receivable or bad debts
 - There are no significant contingent liabilities (such as pending litigation, property liens, etc.)
5. List of current and recent contracts with companies or municipalities where you have provided student transportation services.
6. A statement outlining current fuel supply status; specifically, source of fuel supply required to fulfill existing contractual commitments, and plans being formulated to obtain the fuel necessary to execute this contract.
7. Provide a reference list (please include contact person and telephone number).
8. Each bidder shall submit with his/her bid, a copy of their company policy regarding Part 382 of the Omnibus Transportation Employee Testing Act of 1991 (controlled substances and alcohol use and testing).
9. A statement is needed to address the following:
 - Within the past ten (10) years, have you held a contract and failed to execute the work, as per the agreement: YES NO
 - Within the past ten (10) years, have you defaulted for reasons of non-performance on a transportation contract with the Town of Chelmsford or with any other municipality: YES NO
10. The following are exceptions to the financial requirements:

- A non-profit organization receiving \$100,000 or less in annual gross support or revenue should submit an audited financial statement or copy of an un-audited financial statement filed with the Charities.
 - A for-profit organization receiving \$ 100,000 or less in annual gross support or revenue must submit its federal tax return for the most recent year or an audited financial statement.
11. Non-Collusion Form and Tax Compliance Form (Exhibit A and Exhibit B).
 12. Bid Proposal (Exhibit C).
 13. Vehicle Description Form for every vehicle (Exhibit D). In the event that the successful bidder does not have the fleet currently available to meet requirements, the successful bidder shall deliver to the Superintendent of the Chelmsford Public Schools within ten (10) business days after notice of the acceptance of bid proposal is given, documentation satisfactory to the Chelmsford Public Schools as specified in the requirement.
 14. Bid Bond
 15. Any additional forms found in the specification package.

These documents will be incorporated into the contract documents. After award of a contract, one complete set is to be returned, properly signed and executed.

January 3, 2022

Chelmsford Public School District

230 North Road

Chelmsford, MA 01824

(978) 251-5100

<p style="text-align: center;">INVITATION FOR BIDS SCHOOL BUS TRANSPORTATION REPORTING DEADLINES</p>

REPORT DESCRIPTION

DATE DUE

CERTIFICATE OF INSURANCE

Upon Contract Execution

January 1st Annually Thereafter

PERFORMANCE BOND

20 Days from Notice of Bid Award

June 1st Annually Thereafter

VEHICLE DESCRIPTION

With Bid

August 1st Annually Thereafter

STUDENT COUNTS

September Annually, as Arranged

FLEET LIST

August 20th Annually

REGISTRY INSPECTION REPORTS

Within 5 days of Inspection

VEHICLE MILEAGE

Monthly with Invoice

C.O.R.I. DRIVER INFORMATION

Prior to Employment and as Added

ACCIDENT/INCIDENT REPORTS

Within 24 Hours

TEST RUN ROUTES

Week Prior to School Opening

VIDEO SYSTEM

Fully Operable by 9/1/2022

COMPANY DRUG/ALCOHOL POLICY

With Bid

(Mandatory Submission)

EXHIBIT A: NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, C. 40 S. 4B-1/2. Please include it in your bid proposal.

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

Name and Title of person signing proposal:

Name

Title

Name of Company

EXHIBIT B: TAX COMPLIANCE STATEMENT

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

* Signature of Individual
or Corporate Name (Mandatory)

Corporate Officer

** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. C. 62C S. 49A.

Chelmsford Public School District

230 North Road
Chelmsford, MA 01824
(978) 251-5100

**SCHOOL BUS TRANSPORTATION:
THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2)
ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS**

BID DUE DATE: THURSDAY, January 20, 2022, 2:00 p.m.

To: The AWARDING AUTHORITY

Name of Bidder/Company

Signature of Corporate Officer

The undersigned proposes to provide the school bus transportation in accordance with the specifications described in the Invitation For Bids prepared by the Chelmsford Public Schools, for the Contract Prices specified below, subject to additions and deductions according to the terms of the Contract Documents.

The undersigned certifies that they have read SECTION I. GENERAL CONDITIONS and SECTION II. SPECIFICATIONS and agrees to execute the program as it relates to this proposal.

The bidder represents that this proposal is in full compliance with the various provisions of the bid documents and bid specifications, and with his/her own examination and estimates, makes this proposal.

The undersigned understands that the Chelmsford School Committee reserves the right to accept any bid, to reject any and all bids, and to waive any informalities if it is in the best interest of the Town of Chelmsford Public School District.

The undersigned further offers the following information, as evidence of his qualifications to perform the work as bid, according to the requirements as set forth in the specifications. The undersigned bidder has received Addenda numbered _____ and has included their provisions in his bid.

NON-COLLUSION CERTIFICATE: The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.

In submitting this bid, I agree:

1. To hold my bid open for ninety (90) days after the date of bid opening.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and accept a contract with the Town of Chelmsford Public School District in an approved form, to perform and furnish all services scheduled in the Contract Documents for the Contract Price indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER INFORMATION

Name of Bidder: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

EXHIBIT C: BID PROPOSAL	<i>Page 3 of 7</i>
Chelmsford Public School District 230 North Road Chelmsford, MA 01824	SCHOOL BUS TRANSPORTATION THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS

Name of Bidder/Company

Signature of Corporate Officer

	YEAR		
	July 1, 2022 through June 30, 2023	July 1, 2023 through June 30, 2024	July 1, 2024 through June 30, 2025
Basic Bid - Regular Transportation			
Price per Bus / Day:			
Extra-Curricular, Athletic & Field Trip Vehicles			
Price Per Trip / Extended School Day / Late Buses:			
In-Town / Per Hour:			
Out of Town / Per Mile:			
Out of Town / Per Hour (Waiting Time):			
Out of Town / Minimum Charge Per Trip :			
Mileage Charge in Excess of Sixty (60) Miles per Day			
Per Mile Charge:			

EXHIBIT C: BID PROPOSAL	<i>Page 4 of 7</i>
Chelmsford Public School District 230 North Road Chelmsford, MA 01824	SCHOOL BUS TRANSPORTATION THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS

Name of Bidder/Company

Signature of Corporate Officer

	OPTIONAL YEAR 4 AND YEAR 5 CONTRACT EXTENSIONS		
	July 1, 2025 through June 30, 2026	July 1, 2026 through June 30, 2027	
Basic Bid - Regular Transportation			
Price per Bus / Day:			
Extra-Curricular, Athletic & Field Trip Vehicles			
Price Per Trip / Extended School Day / Late Buses:			
In-Town / Per Hour:			
Out of Town / Per Mile:			
Out of Town / Per Hour (Waiting Time):			
Out of Town / Minimum Charge Per Trip :			
Mileage Charge in Excess of Sixty (60) Miles per Day			
Per Mile Charge:			
EXHIBIT C: BID PROPOSAL		<i>Page 5 of 7</i>	

YEAR ONE - July 1, 2022 through June 30, 2023

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

YEAR ONE SUBTOTAL: _____
Line one

YEAR TWO - July 1, 2023 through June 30, 2024

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

YEAR TWO SUBTOTAL: _____
Line two

YEAR THREE - July 1, 2024 through June 30, 2025

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

YEAR THREE SUBTOTAL: _____
Line three

GRAND TOTAL FOR SERVICES*:

Add subtotal lines one, two and three

Name of Bidder/Company

Signature of Corporate Officer

Date

*** Each bidder shall enclose with the bid proposal an acceptable bid bond or bid deposit in the amount of five (5) percent of the entire base bid (the grand total for services).**

OPTIONAL YEAR FOUR - July 1, 2025 through June 30, 2026

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

OPTIONAL YEAR FOUR SUBTOTAL: _____

OPTIONAL YEAR FIVE - July 1, 2026 through June 30, 2027

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

OPTIONAL YEAR FIVE SUBTOTAL: _____

**EXHIBIT D: VEHICLE DESCRIPTION FORM
SCHOOL BUS TRANSPORTATION
(Mandatory Submission)**

The vehicle description must include the following information for each vehicle to be supplied under the contract specification.

Vehicle Identification Per registration			
Body Manufacturer			
Chassis Manufacturer			
Model Description			
Age of Vehicle (model year)			
Accumulated Mileage		Reading Date	
Seating Capacity		Type of Fuel (gas/diesel)	
Hub Odometer (yes/no)		Automatic Stop Arm (yes/no)	
Present Condition			

Name of Bidder/Company

Signature of Corporate Officer

Date

January 3, 2022

Chelmsford Public School District

230 North Road

Chelmsford, MA 01824

(978) 251-5100

**INVITATION FOR BID
SCHOOL BUS TRANSPORTATION
SCHEDULE**

Date	Action
Monday January 3, 2022	Lowell Sun Advertisement
Monday January 3, 2022	Good and Services Bulletin Advertisement
Monday January 3, 2022	Commbuys OSD Advertisement
Monday January 3, 2022	Invitation For Bids Packet Available
Tuesday January 11, 2022	Voluntary Pre-Bid Conference at 11:00 a.m.
Thursday January 20, 2022	Bid Deadline at 2:00 p.m.

APPENDIX A

-----Original Message-----

From: PWADoNotReply@Notice.Mass.Gov <PWADoNotReply@Notice.Mass.Gov>

Sent: Wednesday, December 29, 2021 4:09 PM

To: Johnson-Collins, Joanna <johnsoncollinsj@chelmsford.k12.ma.us>

Subject: Prevailing wage schedule for Wage Request number :20211229-022

This Official Notice is sent in response to your request of the Department of Labor Standards (DLS) to determine the rate of pay for school bus drivers to be included in the upcoming contract for school bus transportation.

Under G.L. c. 71, §7A, DLS is required to set the rate for school bus drivers based on the wages established in any operative collective bargaining agreements within the municipality. It has been determined that no operative collective bargaining agreements exist within the towns for the contract referenced above. Therefore, in this case, no rate can be set by DLS.

A copy of this Notice should be made available to all prospective bidders to affirm that no rate of pay can be prescribed pursuant to G.L. c. 71, §7A.

THIS IS A SYSTEM-GENERATED EMAIL. PLEASE DO NOT REPLY TO THIS EMAIL. TO CONTACT DLS REGARDING PREVAILING WAGE MATTERS CALL DLS AT 617.626.6953

=====

APPROVAL/DENIAL COMMENTS



**Chelmsford Public Schools
Administration Offices**

230 North Road, Chelmsford, MA 01824
Telephone: (978) 251-5100

January 14, 2022

**ADDENDUM #1 - IFB #22-01
CHELMSFORD PUBLIC SCHOOLS – SCHOOL BUS TRANSPORTATION**

The number of this Addendum, Addendum No. 1, must be entered in the space provided on the Bid Form.

ADDENDUM

1. Under EQUIPMENT, page 13, Section II Specifications, Letter D, item one, replace with the following for the age of vehicles:

D. EQUIPMENT:

1. During the 2022/23 school year, no vehicle used shall be manufactured prior **to 2016**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2023/24 school year, no vehicle used shall be manufactured prior **to 2017**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2024/25 school year, no vehicle used shall be manufactured prior **to 2018**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

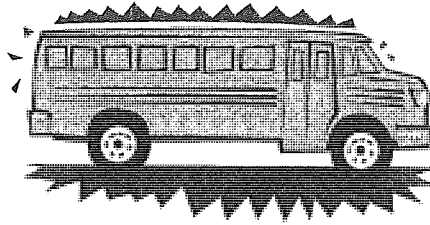
If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2025/26 school year, no vehicle used shall be manufactured prior **to 2019**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2026/27 school year, no vehicle used shall be manufactured prior **to 2020**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

The successful bidder must provide three (3) school buses to be available for the full term of the contract which shall not be more than six (6) years old at any time during the contract, or have an odometer reading of more than 80,000 miles at any time during the contract, and which must include the following:

- a. One (1) of the buses must be equipped with wheelchair lifts and approved, universal restraints to accommodate two (2) wheelchairs in each vehicle. These two (2) buses may serve as “spare buses” as referenced in Section II, Letter D, Number 10 of this IFB. These two (2) buses may not serve as buses in the daily fleet without the authorization of the Chelmsford Public Schools Transportation Coordinator.

NOTE: BIDDER SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 ON BID FORM.



NRT BUS, Inc.
230 Main St.
North Reading, MA 01864
(978) 664-1277 • Fax (978) 664-8456

Chelmsford Public Schools

"School Bus Transportation for Chelmsford Public Schools"

Bid # 22-01

January 20, 2022
2:00 PM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, NRT Bus, Inc.

230 Main Street, North Reading, MA 01864 as Principal, and
Atlantic Specialty Insurance Company as Surety, are hereby
held and firmly bound unto Chelmsford Public School District as OWNER
in the penal sum of Five Percent of Amount Bid (5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this 12th day of January, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted
to Chelmsford Public School District a certain
BID, attached hereto and hereby made a part hereof enter into a contract in writing
for the School Bus Transportation for Chelmsford Public Schools; Bid#22-01

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and/or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise that same shall

remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

NRT Bus, Inc. _____ (L.S.)

Principal

By: _____

Atlantic Specialty Insurance Company _____

Surety

By: _____


Attorney-In-Fact Alexis Apostolidis

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located. Power of Attorney must be attached.

State of Connecticut }
County of Hartford } SS:

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

On this 12th day of January in the year 2022 before me,
Timothy S. Huffman, a Notary Public in and
for said County and State, residing therein, duly commissioned and sworn, personally appeared
Alexis Apostolidis known to me to be the duly authorized Attorney-in-Fact of the
Atlantic Specialty Insurance Company
and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact,
of said Company and the said Alexis Apostolidis
duly acknowledged to me that he subscribed the of the
Atlantic Specialty Insurance Company
thereto as Surety and his own name as Attorney-in-Fact.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.



Notary Public in and for

Hartford County

State of Connecticut

My Commission expires: February 28, 2026

TIMOTHY S. HUFFMAN
NOTARY PUBLIC - CT 183092
My Commission Expires Feb. 28, 2026



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Michelle Anne McMahon, Donna M Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba, Rebecca Josephson, Mellssa Stanton, Alexis Apostolidis, Brendan Fletcher, Cassandra Baez, Jacqueline Rose Susco, Kathryn Pryor, Nicholas Turecamo, Aimee R Perondine, Gentry Stewart, Jennifer Godere, Amanda D'Angelo**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

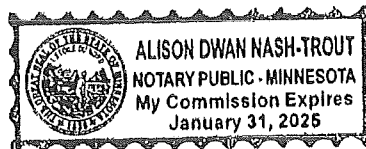


STATE OF MINNESOTA
HENNEPIN COUNTY

By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of January, 2022



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

(Mandatory Submission)

EXHIBIT A: NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, C. 40 S. 4B-1/2. Please include it in your bid proposal.

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

Name and Title of person signing proposal:

Cornelius Van Dyk
Name

Chief Financial Officer
Title

NRT Bus, Inc.
Name of Company

EXHIBIT B: TAX COMPLIANCE STATEMENT

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

NRT Bus Inc

* Signature of Individual
or Corporate Name (Mandatory)

[Signature]
Corporate Officer

04-3106807

** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. C. 62C S. 49A.

Chelmsford Public School District

230 North Road
Chelmsford, MA 01824
(978) 251-5100

**SCHOOL BUS TRANSPORTATION:
THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2)
ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS**

BID DUE DATE: THURSDAY, January 20, 2022, 2:00 p.m.

To: The AWARDING AUTHORITY

NRT Bus, Inc.

Name of Bidder/Company

[Signature]

Signature of Corporate Officer

The undersigned proposes to provide the school bus transportation in accordance with the specifications described in the Invitation For Bids prepared by the Chelmsford Public Schools, for the Contract Prices specified below, subject to additions and deductions according to the terms of the Contract Documents.

The undersigned certifies that they have read SECTION I. GENERAL CONDITIONS and SECTION II. SPECIFICATIONS and agrees to execute the program as it relates to this proposal.

The bidder represents that this proposal is in full compliance with the various provisions of the bid documents and bid specifications, and with his/her own examination and estimates, makes this proposal.

The undersigned understands that the Chelmsford School Committee reserves the right to accept any bid, to reject any and all bids, and to waive any informalities if it is in the best interest of the Town of Chelmsford Public School District.

The undersigned further offers the following information, as evidence of his qualifications to perform the work as bid, according to the requirements as set forth in the specifications. The undersigned bidder has received Addenda numbered #1 and has included their provisions in his bid.

NON-COLLUSION CERTIFICATE: The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.

In submitting this bid, I agree:

1. To hold my bid open for ninety (90) days after the date of bid opening.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and accept a contract with the Town of Chelmsford Public School District in an approved form, to perform and furnish all services scheduled in the Contract Documents for the Contract Price indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER INFORMATION

Name of Bidder: NRT BUS, Inc
Address: 230 Main Street
North Reading, MA 01864
Telephone: 978-664-1277
Fax: 978-664-8456
Date: 1-18-22

EXHIBIT C: BID PROPOSAL	<i>Page 3 of 7</i>
Chelmsford Public School District 230 North Road Chelmsford, MA 01824	SCHOOL BUS TRANSPORTATION THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS

NRT BUS INC.
Name of Bidder/Company

[Signature]
Signature of Corporate Officer

	YEAR		
	July 1, 2022 through June 30, 2023	July 1, 2023 through June 30, 2024	July 1, 2024 through June 30, 2025
Basic Bid - Regular Transportation			
Price per Bus / Day:	412. ⁰⁰	424. ⁵⁰	437. ⁰⁰
Extra-Curricular, Athletic & Field Trip Vehicles			
Price Per Trip / Extended School Day / Late Buses:	100. ⁰⁰	120. ⁰⁰	125. ⁰⁰
In-Town / Per Hour:	65. ⁰⁰	70. ⁰⁰	75. ⁰⁰
Out of Town / Per Mile:	3.95	4.10	4.25
Out of Town / Per Hour (Waiting Time):	45. ⁰⁰	47. ⁵⁰	50. ⁰⁰
Out of Town / Minimum Charge Per Trip :	300. ⁰⁰	310. ⁰⁰	320. ⁰⁰
Mileage Charge in Excess of Sixty (60) Miles per Day			
Per Mile Charge:	10. ⁰⁰	10. ⁰⁰	10. ⁰⁰

EXHIBIT C: BID PROPOSAL	<i>Page 4 of 7</i>
Chelmsford Public School District 230 North Road Chelmsford, MA 01824	SCHOOL BUS TRANSPORTATION THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS

NRT Bus, Inc.
 Name of Bidder/Company

[Signature]
 Signature of Corporate Officer

OPTIONAL YEAR 4 AND YEAR 5 CONTRACT EXTENSIONS			
	July 1, 2025 through June 30, 2026	July 1, 2026 through June 30, 2027	
Basic Bid - Regular Transportation			
Price per Bus / Day:	481. ⁰⁰	529. ⁰⁰	
Extra-Curricular, Athletic & Field Trip Vehicles			
Price Per Trip / Extended School Day / Late Buses:	135. ⁰⁰	145. ⁰⁰	
In-Town / Per Hour:	85. ⁰⁰	95. ⁰⁰	
Out of Town / Per Mile:	4.50	4.75	
Out of Town / Per Hour (Waiting Time):	55. ⁰⁰	58. ⁰⁰	
Out of Town / Minimum Charge Per Trip :	340. ⁰⁰	355. ⁰⁰	
Mileage Charge in Excess of Sixty (60) Miles per Day			
Per Mile Charge:	10. ⁰⁰	10. ⁰⁰	
EXHIBIT C: BID PROPOSAL	<i>Page 5 of 7</i>		

YEAR ONE - July 1, 2022 through June 30, 2023

$$\begin{array}{l} \$412.00 \\ \text{Price per Bus / Day} \end{array} \times 29 \text{ regular education buses} \times 180 \text{ days} = \$2,150,640.00$$

$$\begin{array}{l} \$100.00 \\ \text{Price per Trip / Day} \end{array} \times 8 \text{ regular education Late buses} \times 120 \text{ days} = \$96,000.00$$

$$\begin{array}{l} \$300.00 \\ \text{Price per Trip} \end{array} \times 200 \text{ athletic (after school) trips} = \$60,000.00$$

$$\begin{array}{l} \$((3.95 \times 60 \text{ miles}) \text{ plus } (45.00 \times 3 \text{ hours})) \times 200 \text{ trips} = \\ \text{Out-of-Town / per Mile} \quad \text{Out-of-Town / per Hour} \end{array} \quad \$74,400.00$$

YEAR ONE SUBTOTAL: \$2,381,040.00
Line one

YEAR TWO - July 1, 2023 through June 30, 2024

$$\begin{array}{l} \$424.50 \\ \text{Price per Bus / Day} \end{array} \times 29 \text{ regular education buses} \times 180 \text{ days} = \$2,215,890.00$$

$$\begin{array}{l} \$120.00 \\ \text{Price per Trip / Day} \end{array} \times 8 \text{ regular education Late buses} \times 120 \text{ days} = \$115,200.00$$

$$\begin{array}{l} \$310.00 \\ \text{Price per Trip} \end{array} \times 200 \text{ athletic (after school) trips} = \$62,000.00$$

$$\begin{array}{l} \$((4.10 \times 60 \text{ miles}) \text{ plus } (47.50 \times 3 \text{ hours})) \times 200 \text{ trips} = \\ \text{Out-of-Town / per Mile} \quad \text{Out-of-Town / per Hour} \end{array} \quad \$77,700.00$$

YEAR TWO SUBTOTAL: \$2,470,790.00
Line two

YEAR THREE - July 1, 2024 through June 30, 2025

$\$437.00$ X 29 regular education buses X 180 days = $\$2,281,140.00$
 Price per Bus / Day

$\$125.00$ X 8 regular education Late buses X 120 days = $\$120,000.00$
 Price per Trip / Day

$\$320.00$ X 200 athletic (after school) trips = $\$64,000.00$
 Price per Trip

$\$4.25$ X 60 miles) plus $\$50.00$ X 3 hours)) X 200 trips =
 Out-of-Town / per Mile Out-of-Town / per Hour $\$81,000.00$

YEAR THREE SUBTOTAL: $\$2,546,140.00$
 Line three

GRAND TOTAL FOR SERVICES*:

$\$7,397,970.00$
 Add subtotal lines one, two and three

NRT BUS, Inc.
 Name of Bidder/Company


 Signature of Corporate Officer

1-18-22
 Date

* Each bidder shall enclose with the bid proposal an acceptable bid bond or bid deposit in the amount of five (5) percent of the entire base bid (the grand total for services).

OPTIONAL YEAR FOUR - July 1, 2025 through June 30, 2026

$$\frac{\$481.00}{\text{Price per Bus / Day}} \times 29 \text{ regular education buses} \times 180 \text{ days} = \$2,510,820.00$$

$$\frac{\$135.00}{\text{Price per Trip / Day}} \times 8 \text{ regular education Late buses} \times 120 \text{ days} = \$129,600.00$$

$$\frac{\$340.00}{\text{Price per Trip}} \times 200 \text{ athletic (after school) trips} = \$68,000.00$$

$$\left(\frac{\$4.50}{\text{Out-of-Town / per Mile}} \times 60 \text{ miles} \right) \text{ plus } \left(\frac{\$55.00}{\text{Out-of-Town / per Hour}} \times 3 \text{ hours} \right) \times 200 \text{ trips} = \$87,000.00$$

OPTIONAL YEAR FOUR SUBTOTAL: \$2,795,420.00

OPTIONAL YEAR FIVE - July 1, 2026 through June 30, 2027

$$\frac{\$529.00}{\text{Price per Bus / Day}} \times 29 \text{ regular education buses} \times 180 \text{ days} = \$2,761,380.00$$

$$\frac{\$145.00}{\text{Price per Trip / Day}} \times 8 \text{ regular education Late buses} \times 120 \text{ days} = \$139,200.00$$

$$\frac{\$355.00}{\text{Price per Trip}} \times 200 \text{ athletic (after school) trips} = \$71,000.00$$

$$\left(\frac{\$4.75}{\text{Out-of-Town / per Mile}} \times 60 \text{ miles} \right) \text{ plus } \left(\frac{\$58.00}{\text{Out-of-Town / per Hour}} \times 3 \text{ hours} \right) \times 200 \text{ trips} = \$91,800.00$$

OPTIONAL YEAR FIVE SUBTOTAL: \$3,063,380.00

**EXHIBIT D: VEHICLE DESCRIPTION FORM
SCHOOL BUS TRANSPORTATION
(Mandatory Submission)**

The vehicle description must include the following information for each vehicle to be supplied under the contract specification.

Vehicle Identification Per registration	<i>See attached Spreadsheet</i>		
Body Manufacturer			
Chassis Manufacturer			
Model Description			
Age of Vehicle (model year)			
Accumulated Mileage		Reading Date	
Seating Capacity		Type of Fuel (gas/diesel)	
Hub Odometer (yes/no)		Automatic Stop Arm (yes/no)	
Present Condition			

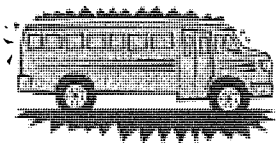
NRT BUS Inc.
Name of Bidder/Company


Signature of Corporate Officer

1-18-22
Date

Chelmsford Public Schools
Fleet Listing
1-14-22

<u>Contract</u>	<u>Vehicle #</u>	<u>Asset #</u>	<u>Type</u>	<u>Year</u>	<u>Make</u>	<u>Capacity</u>	<u>VIN #</u>
CHELMSFORD	C01	2830318	D450	2018	THOMAS	83 PASSENGER	1T88Y9D22J1119965
CHELMSFORD	C02	2831318	D450	2018	THOMAS	83 PASSENGER	1T88Y9D29J1130381
CHELMSFORD	C03	2831418	D450	2018	THOMAS	83 PASSENGER	1T88Y9D29J1130378
CHELMSFORD	C04	2831518	D450	2018	THOMAS	83 PASSENGER	1T88Y9D27J1130380
CHELMSFORD	C05	2831618	D450	2018	THOMAS	83 PASSENGER	1T88Y9D20J1130382
CHELMSFORD	C06	2831718	D450	2018	THOMAS	83 PASSENGER	1T88Y9D25J1130376
CHELMSFORD	C07	2831118	D450	2018	THOMAS	83 PASSENGER	1T88Y9D29J1119963
CHELMSFORD	C08	2831818	D450	2018	THOMAS	83 PASSENGER	1T88Y9D27J1130377
CHELMSFORD	C09	2831918	D450	2018	THOMAS	83 PASSENGER	1T88Y9D20J1130379
CHELMSFORD	C10	2830718	D450	2018	THOMAS	83 PASSENGER	1T88Y9D2XJ1119969
CHELMSFORD	C11	2832018	D450	2018	THOMAS	83 PASSENGER	1T88Y9D22J1130383
CHELMSFORD	C12	2830118	D450	2018	THOMAS	83 PASSENGER	1T88Y9D21J1119973
CHELMSFORD	C13	2831018	D450	2018	THOMAS	83 PASSENGER	1T88Y9D2XJ1119972
CHELMSFORD	C14	2830916	D450	2016	THOMAS	83 PASSENGER	1T88T9E24G1290769
CHELMSFORD	C15	2831016	D450	2016	THOMAS	83 PASSENGER	1T88T9E20G1290770
CHELMSFORD	C16	2830518	D450	2018	THOMAS	83 PASSENGER	1T88Y9D26J1119967
CHELMSFORD	C17	2831116	D450	2016	THOMAS	83 PASSENGER	1T88T9E22G1290771
CHELMSFORD	C18	2831216	D450	2016	THOMAS	83 PASSENGER	1T88T9E24G1290772
CHELMSFORD	C19	2830918	D450	2018	THOMAS	83 PASSENGER	1T88Y9D28J1119971
CHELMSFORD	C20	2832118	D450	2018	THOMAS	83 PASSENGER	1T88Y9D24J1130384
CHELMSFORD	C21	2831316	D450	2016	THOMAS	83 PASSENGER	1T88T9E26G1290773
CHELMSFORD	C22	2830818	D450	2018	THOMAS	83 PASSENGER	1T88Y9D26J1119970
CHELMSFORD	C23	2830218	D450	2018	THOMAS	83 PASSENGER	1T88Y9D20J1119964
CHELMSFORD	C24	2830618	D450	2018	THOMAS	83 PASSENGER	1T88Y9D28J1119968
CHELMSFORD	C25	2831416	D450	2016	THOMAS	83 PASSENGER	1T88T9E28G1290774
CHELMSFORD	C26	2831516	D450	2016	THOMAS	83 PASSENGER	1T88T9E2XG1290775
CHELMSFORD	C27	2831218	D450	2018	THOMAS	83 PASSENGER	1T88Y9D24J1120180
CHELMSFORD	C28	2831616	D450	2016	THOMAS	83 PASSENGER	1T88T9E21G1290776
CHELMSFORD	C29	2830418	D450	2018	THOMAS	83 PASSENGER	1T88Y9D24J1119966
CHELMSFORD	CSpare1	2830516	D450	2016	THOMAS	83 PASSENGER	1T88T9E27G1290765
CHELMSFORD	CSpare2	2830616	D450	2016	THOMAS	83 PASSENGER	1T88T9E29G1290766
CHELMSFORD	CSpare3	2830716	D450	2016	THOMAS	83 PASSENGER	1T88T9E20G1290767
CHELMSFORD	CSpare4	2830816	D450	2016	THOMAS	83 PASSENGER	1T88T9E22G1290768



NRT Bus, Inc.
230 Main St.
North Reading, MA 01864
(978) 664-1277 • Fax (978) 664-8456

January 18, 2022

Jay Lang
Superintendent of Schools
Chelmsford Public Schools
230 North Rd.
Chelmsford, MA 01824

Dear Mr. Lang,

NRT Bus, Inc. dba North Reading Transportation has been in the transportation business for 32 years. North Reading Transportation has acquired over the years contracts such as the SEEM Collaborative, Lawrence, Wilmington, Dracut, Lowell, Lynn, Triton Regional and Masconomet, and Wakefield. We have currently been servicing the Chelmsford Public Schools for 15 years and feel as though we can continue the transportation services for the Town of Chelmsford that they require.

Thank you for this opportunity to be of service.

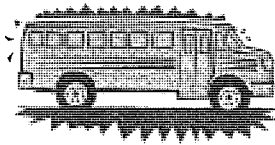
Sincerely,

A handwritten signature in black ink, appearing to read 'Cornelius Van Dyk'. The signature is fluid and cursive, with a large loop at the end.

Cornelius Van Dyk
Chief Financial Officer

NRT Bus, Inc.
Business Reference List
January 2022

<u>School District</u>	<u>Contact Person</u>	<u>Phone</u>
Chelmsford Public Schools	Jay Lang	(978) 251-5100
Dracut Public Schools	Tom Lafleur	(978) 957-2660
Lawrence Sped & Regular	Kevin Clement	(978) 975-2777
Lowell Public Schools	John Descoteaux	(978) 937-7633
Lynn Sped & Regular	Dave Hegan	(781) 477-7230
Marlborough Sped & Regular	Mike Bergeron	(508) 460-3553
Triton Public Schools	Brian Forget	(978)-518-4277
Wilmington Public Schools	Paul Ruggiero	(978) 694-6000



**NRT Bus / Van Pool
55 Hampshire Rd.
Methuen, MA 01844
(978) 681-4100 • Fax – (978) 681-8225**

NRT Bus, Inc. is a corporation that has been in the transportation of school children for over 32 years. We currently own over 1500 vehicles, 720 of them yellow buses. NRT Bus, Inc. incorporated in the state of Massachusetts in April 1991. Our business has eleven terminals staffed as follows:

NRT Bus, merged with VanPool Transportation on September 30, 2019. The merger of the two companies also created a parent company of Beacon Mobility which brings together multiple bus companies under one roof. They are: NRT Bus, Inc, Van Pool Transportation, Trombly Motor Coach, Hunter Transportation, JYL Transportation, and Salter Bus Company. Combined Companies we operate over 3200 vehicles daily.

The following are the Executive Members of Beacon Mobility:

Judith Crawford - CEO
Cor Van Dyk - CFO
Westley Richters-COO
Andy Shooman – CIO
Bill Griffiths – VP of Fleet & Facilities
Courtenay Casscio – VP Human Resources
Sam Hayes – VP of Strategy & Project Mgmt.
Justin Grygiel – VP of Business Development
Kim Presutti - VP of Commercial Dept.

We currently have 19 service trucks and all Locations have a 11 Locations have full service Maintenance Facilities.

NRT Bus, Inc.
55 Hampshire Rd.
Methuen, MA 01844
Phone – 978-681-4100
Fax – 978-681-8225

Staff:

Malcolm Gormley	Human Resources
Valentin Calixto	Human Resources
Beth Paulino	Recruiter
Kristin Binette	Safety Director
Karen Iannalfo	Safety Trainer
Marsha Thornton	Safety Dept.
Christine Vrees	Terminal Manager
Paul Rinaldi	Transportation Coordinator
Linda Cruz	Transportation Coordinator
Robert Cruz	Transportation Coordinator
Jordan Ward	Mechanic
Chris Keraghan	Mechanic
John Santos	Mechanic

Trombly Motor Coach
1480 Broadway Rd
Dracut, MA 01826
Phone – 978-937-3422

Staff:

Christine Valcourt	VP of Operations
Michelle Perez	Terminal Manager
Ginny Dove	Manager
Deidre Milone	Transportation Coordinator
Carrie Amero	Transportation Coordinator
Kristine Beauchesn	Transportation Coordinator
Kaitlyn Sharry	Transportation Coordinator
Anne Marasa	Human Resources
Janice Moore	Charter Dept.
Katie Binette	Charter Dept.
Christy Lindell	Safety
Kip Binette	Fleet Manager
Lonnie Price	Fleet Administrator
Paul Ritchie	Mechanic
Al G.	Mechanic
Jim Houle	Mechanic
Steve McCarthy	Project Manager

Salter Bus Company
196 Scotland Rd
Newbury, MA 01951
Phone – 978-462-6433

Staff:

Maryann Kocur	VP of Operations
Maryellen Richter	Manager
Lee Lamkin	Manager
Jared Notargiacomo	Manager
Rachel Pelletier	Accounting

NRT Bus / Van Pool
214 Lunenburg St.
Fitchburg, MA 01420
978-627-4189.

Scott Sheridan	Vice President of Operations
Teresa Caton	Terminal Manager
Tina Burgoyne	Recruiter
Stephan Lindgren	Training Coordinator
Melinda Sanchez	Transportation Coordinator
Kristina Rodriguez	Transportation Coordinator
Jessica DesRoche	Transportation Coordinator
Maralyn McGrath	Transportation Coordinator
AJ Houle	Transportation Coordinator
Karen Gagne	Human Resources
Wendy Bertrand	Payroll Dept.

NRT Bus, Inc.
90 Hanover St.
Newbury, MA 01951
Phone – 978-462-0820
Fax – 978-352-9609

Staff:

Kevin Barry	Dir. Of Risk Management
Joe Gamache	Risk Management
Cindy MacKenzie	Terminal Manager
Kim Thibodeau	Transportation Coordinator
Jackie McLaughlin	Transportation Coordinator
Vicki Lake	Safety dept.
Billy McLaughlin	Mechanic
Eduardo Garcia	Mechanic

NRT Bus, Inc.
230 Main Street
North Reading, MA 01864
Phone – 978-664-1277
Fax – 978-664-8456

Staff:

Kathleen McWilliams	Accounting Dept
Kim Childers	Accounting Dept
Madison Alley	Accounting Dept
Candy Chiu	Accounting Dept
Kelly Hicks	Accounting Dept
Scott Burke	Payroll Dept
Brian Cronin	Terminal Manager
Elizabeth Camara	Transportation Coordinator
Dan Gauvin	Transportation Coordinator
Liza Calixto	Transportation Coordinator
Dexter	Mechanic
Al G.	Mechanic

NRT Bus / Van Pool
Linus Allain Ave
Gardner, MA 01540
978-767-9158

Sarah Mielnicki	Terminal Manager
Collen Guertin	Safety Instructor
Dan Marques	Training Coordinator & Instructor
Erica Primmer	Transportation Coordinator
Laura Dilts	Recruiter
James Drawdy	Transportation Coordinator
Kathy Nussey	Transportation Coordinator
Robin Arsenault	Human Resources
Amanda Ziemba	Payroll/Administrative Assistant

NRT Bus, Inc. (formerly Coppola)
21 S. Central St.
Haverhill, MA 01835
Phone – 978-373-9891

Staff:

Jimmy Feller	Manager
Susan Bellerose	Transportation Coordinator
Holly Samataro	Transportation Coordinator
Lee D.	Mechanic
Mike G	Mechanic
Donna G.	Safety Trainer

NRT Bus, Inc. / SPR.
13 New Salem St.
Wakefield, MA 01880
Phone – 781-224-0003

Staff:

Maritza Baez	Terminal Manager
Cindy Smith	Transportation Coordinator
Liz Murphy	Transportation Coordinator
Tom D.	Mechanic
Frank G	Mechanic
Jaetlin Rosario	Safety Trainer

NRT Bus, Inc.
41 Stewart St
Lynn, MA 01902
Phone – 781-598-8780
Fax – 781-598-8785

Staff:

Cathy Witham	VP of Operations
Kayla Cluney	Terminal Manager
Lynn Zarba	Transportation Coordinator
Linda Houle	Transportation Coordinator
Veronica D.	Safety
Beth Danciwiez	Safety Dept.
Rosa Diaz-Duran	Human Resources
Son Nugyen	Mechanic
Dan Lewis	Mechanic
Eli Whitney	Mechanic

NRT Bus, Inc.
2 Fox Rd.
Hudson, MA 01749
Phone – 978-562-5186
Fax – 978-567-8783

Staff:

Jackie Carco	Terminal Manager
Diane Conti	Transportation Coordinator
Chrissy Cresswell	Transportation Coordinator
Eric Kollios	Transportation Coordinator
Jeff Rugeri	Safety
Jeff Houle	Mechanic
Joe Chavete	Mechanic

NRT Bus, Inc.
Katrina Drive
Chelmsford, MA 01824
Phone – 978-674-0222
Fax – 978-674-0221

Staff:

Rene Barchard	Terminal Manager
Randy Allen	Transportation Coordinator
Francine Valcourt	Transportation Coordinator
John Camarato	Transportation Coordinator
Mitch Charest	Transportation Coordinator
Sue Leveque	Safety Department
Chris Mercier	Mechanic
Jim Grenier	Mechanic
Brian N	Mechanic

Van Pool Transportation
200 Stonewall Blvd.
Wrentham, MA
Phone – 508-530-5000

Staff:

Michael Frambach	VP of Operations
Monica Puethhoff	Manager
Jessica Knell	Human Resources
Roger Bourassa	VP of Safety & Training
Virginia Marchant	Transportation Coordinator
Joe Sances	Transportation Coordinator
Ben Barcelou	Transportation Coordinator
Kim Zariczny	Transportation Coordinator
Lauren Ginn	Transportation Coordinator

Van Pool Transportation
70 Post Office Park, Suite 703
Wilbraham, MA
Phone – 413-599-1616

Staff:

Franco Indomenico	VP of Operations
David Sidford	Manager
Robin Arsenault	Human Resources
Franco Papallo	Training
Steve Scott	Training
Laurie DeMaio	Transportation Coordinator
Cindy Pascale	Transportation Coordinator
Mona Rock	Transportation Coordinator
Erica Stanton	Transportation Coordinator
Sara Destromp	Transportation Coordinator

Van Pool Transportation
36 Middlesex Rd
Bedford, MA
Phone – 781-227-8020

Staff:

Dave Lathbury
Ian McGrath
Sirena Ramirez
Stephan Lindgren
Rochelle Jennings
Jessica DeJesus
Abner Durocher

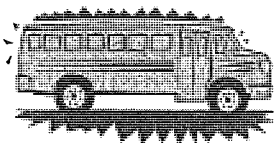
VP of Operations
Manager
Human Resources
Training
Transportation Coordinator
Transportation Coordinator
Transportation Coordinator

Van Pool Transportation
2 Willow St, Suite 103
Southborough, MA
Phone – 774-322-1004

Staff:

Dave Lathbury
Betty Gould
Jane Perrault
Virginia Marchant
Juan Pena
Jessica Morrell
Shelia Duval

VP of Operations
Manager
Human Resources
Training
Transportation Coordinator
Transportation Coordinator
Transportation Coordinator



NRT Bus, Inc.
55 Hampshire Road
Methuen, MA 01844
(978) 681-4100 • Fax (978) 681-8225

January 18, 2022

Jay Lang
Superintendent of Schools
Chelmsford Public Schools
230 North Rd.
Chelmsford, MA 01824

Dear Mr. Lang,

Attached, please find current audited financial statements which will state the following information is true.

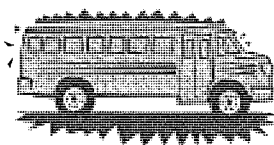
NRT has a positive net worth
Current Assets are greater than Current Liabilities
There have been no operating Losses
There has been a limited amount of bad debt.
There are no significant contingent liabilities such as pending litigation or property liens

Thank you for this opportunity to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cornelius Van Dyk'. The signature is stylized with a large, looping 'C' and a trailing flourish.

Cornelius Van Dyk
Chief Financial Officer



NRT Bus, Inc.
230 Main St.
North Reading, MA 01864
(978) 664-1277 • Fax (978) 664-8456

January 18, 2022

Jay Lang
Superintendent of Schools
Chelmsford Public Schools
230 North Rd.
Chelmsford, MA 01824

Dear Mr. Lang,

NRT Bus, Inc. currently uses REF Trucking for the delivery of fuel to the Chelmsford Public School buses and will continue to utilize their services if awarded the bid. Delivery times are three days a week, alternating every other day.

NRT Bus, Inc, states the following:

Within the past ten (10) years, have you held a contract and failed to execute the work, as per the agreement? YES ☒ NO

Within the past ten (10) years, have you defaulted for reasons of non-performance on a transportation contract with the Town of Chelmsford or with any other municipality?

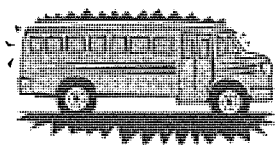
YES

☒ NO

Sincerely,

A handwritten signature in black ink, appearing to be 'C. Van Dyk'. The signature is fluid and cursive, with a large loop at the end.

Cornelius Van Dyk
Chief Financial Officer



NRT Bus, Inc.
230 Main St.
North Reading, MA 01864
(978) 664-1277 • Fax (978) 664-8456

January 18, 2022

Jay Lang
Superintendent of Schools
Chelmsford Public Schools
230 North Rd.
Chelmsford, MA 01824

Dear Mr. Lang,

NRT Bus, Inc. has been in the transportation business for 32 years. We currently have transportation contracts for the Cities of Lowell, Dracut, Wilmington, Lawrence, Lynn, Chelmsford, and SEEM Collaborative, as well as many others. (Please see attached list)

NRT Bus, Inc. was incorporated in April 1991 in the State of Massachusetts.
Corporate Officers are as follows:

CEO / Director	Judith Crawford
COO / Director	Westley Richters
CFO / Treas / Director	Cornelius Van Dyk
CEO Emeritus	John McCarthy
CEO Emeritus	Kevin Hinkamper

I have read the Chelmsford Public Schools invitation for bid and agree to perform the services described.

Sincerely,

A handwritten signature in black ink, appearing to be 'C. Van Dyk', written over a horizontal line.

Cornelius Van Dyk
Chief Financial Officer

NRT Bus / Trombly
Current Contract / Reference List
January 2022

School District	# of Buses Supplied	Contact Person	Address
Andover Public Schools	34	Stephen N. (978) 623-8510	50 Bartlet Street, Andover, MA 01810
Andover SPED	15	Stephen N. (978) 623-8510	50 Bartlet Street, Andover, MA 01810
Ashburnham-Westminister	22	Julle Surprenant -(978) 827-1434 xt 15	11 Oakmont Dr, Ashburnham, MA 01430
Chelmsford Public Schools	29	Jay Lang (978) 251-5100 ext. 113	230 North Rd, Chelmsford, MA 01824
Chelmsford Sped	9	Jay Lang (978) 251-5100 ext. 113	230 North Rd, Chelmsford, MA 01824
Community Day Care	12	Luisana Lissardo (978) 682-6628	190 Hampshire St., Lawrence, MA 01840
Dracut Public Schools	22	Thomas Lafleur (978) 957-9704	2063 Lakeview Ave. Dracut, MA 01826
Framingham Public	88	Lincoln Lynch (508)-782-7007	19 Flagg Drive, Framingham, MA 01702
Gardner Public Schools	12	Mark Pellegrino - (978) 632-1000	70 Waterford St, Gardner, MA 01440
Georgetown School Dept	5	Suzanne Sutherland - 978-352-5721	51 North St, Georgetown, MA 01833
Greater Lawrence Technical School	24	John Lavoie (978) 686-0194	57 River Rd, Andover, MA 01826
Greater Lowell Vocational	33	Michael Knight (978) 441-4900	250 Pawtucket Blvd, Tyngsboro, MA
Lawrence Public Schools	17	Kevin Clement-(978) 975-2777	255 Essex St. Lawrence, MA 01840
Lawrence SPED	58	Kevin Clement-(978) 975-2777	255 Essex St. Lawrence, MA 01840
Lowell Public Schools	66	John Descoteaux - (978) 937-7633	43 Highland St., Lowell, MA 01850
Lynn Public Schools	40	Dave Hegan - (781) 477-7230	30 N. Common St. Lynn, MA 01902
Marlborough Public Schools	28	Michael Bergeron - (508) 460-3553	17 Washington St., Marlborough, MA 01752
Masconomet Regional	29	Peter Delani - (978)-887-2323 ext. 6269	20 Endicott Rd, Topsfield, MA 01983
Methuen Public Schools	35	Judy Scannell (978) 722-6000	10 Ditson Place, Methuen, MA 01844
North Andover Public Schools	28	James Mealey (978) 794-1503	1600 Osgood St, North Andover, MA 01845
Salem Public Schools	9	Kristin Shaver - (978) 740-1240	29 Highland Ave. Salem, MA 01960
SEEM / Northeast Network Trans.	164	Cathy Lawson (781) 279-1361	92 Montvale Ave. Stoneham, MA 02180
Triton Regional School District	28	Brian Forget - (978) 518-4277	112 Elm St, Byfield, MA 01921
Tri-town School Union	28	Steve Greenberg (978) 887-0771	20 Middleton Rd, Boxford, MA 01921
Univ. of Mass @ Lowell	11	Nick Piscitello (978) 934-2596	1 University Ave, Lowell, MA 01852
Wakefield Public Schools	5	Christine Bufgna (781) 246-6407	60 Farm St. Wakefield, MA 01880
Wilmington Public Schools	16	Paul Ruggiero (978)-694-6000	161 Church St. Wilmington, MA 01887
Winchendon Public Schools	9	Joan Landers (978) 297-0031	175 Grove St. Winchendon, MA 01475

This list does not include the multiple districts for which we are supplying homeless and special needs transportation - can supply if needed



**ENROLLMENT FOR EMPLOYMENT DRUG TESTING
(DRUG TESTING SERVICES)**

NRT Bus, Inc.
ATTN: Kristin Binette
55 Hampshire Road
Methuen, MA 01844

January 3, 2022

NRT Bus, Inc. has enrolled in a Drug and Alcohol Testing Program with Advantage Drug Testing. This program meets the requirements of the DOT Regulation 49CFR Part 382 and Part 40.

The program is current through 12/31/22.

Ted Dawson
President
Advantage Drug Testing

Advantage Drug Testing
62 Elm Street
Andover, MA 01810
978-475-1312
www.advantagedrugtesting.com

DOT DRUG & ALCOHOL TESTING POLICY

NRT Bus, Inc.

Letter to Applicants and All Employees

The illegal use of drugs and the abuse of alcohol are problems that invade the workplace, endangering the health and safety of the abusers and those who work around them. Every employee and applicant should understand those dangers and be aware of the Federal requirements and state guidelines concerning substance abuse in the workplace. NRT Bus, Inc is committed to creating and maintaining a workplace free of substance abuse.

To answer this problem, NRT Bus, Inc (hereinafter also referred to as "COMPANY" or "Company") has developed a policy in conformity with DOT Regulations 49 CFR Part 40 regarding the illegal use of drugs and the abuse of alcohol that we believe best serves the interests of our employees. A copy of these Federal Regulations is on file with COMPANY'S Designated Employer Representative (DER) for review at any time during normal working hours.

Our policy formally and clearly states the illegal use of drugs or abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining our policy, we have implemented, as of the effective date listed below, pre-employment and active employee drug testing as outlined in our Drug and Alcohol Testing Policy.

Employees, who are subject to the DOT testing regulations and Company Policy, will be placed in a separate random testing pool containing only DOT-covered employees for purposes of DOT compliance. With regard to: The Drug and Alcohol Testing Policy the federal regulations shall be considered as preempting any inconsistent state or local laws or regulations.

The purpose of this policy is to establish programs designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles and other employees of this Company covered by this policy. An employee whose conduct violates this substance abuse policy will be subject to discipline up to and including termination.

We believe that the benefits derived from the policy objectives outweigh the potential inconvenience to employees, and we earnestly solicit the understanding and cooperation of all employees in implementing this policy.

NRT Bus, Inc
DRUG & ALCOHOL TESTING POLICY

STATEMENT OF POLICY

This company has a legal responsibility to comply with the United States Department of Transportation (US DOT) regulations regarding testing of certain company employees. DOT Regulations 49 CFR Part 40 (DOT) are on file with the COMPANY'S Designated Employer Representative (DER) for review at any time during normal working hours.

To accomplish that end, the COMPANY cannot condone and will not tolerate any of the following behaviors by its employees:

- A. Use of illicit drugs.
- B. Abuse of legal drugs (prescription or over the counter).
- C. Abuse of alcohol.
- D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
- E. Arrival for work under the influence of drugs or alcohol.

Within this Drug and Alcohol Testing Policy, certain elements are required because the COMPANY is regulated by the U.S. Department of Transportation (DOT). In addition, certain policy elements, mostly related to specific personnel actions or this Corporation's drug-free workplace regulations or Company Policy, reflect requirements of the COMPANY but are not required by DOT. With regards to those employees governed by DOT regulations, federal regulations shall be considered as preempting any inconsistent state or local law or regulation.

Department of Transportation Regulations

The COMPANY'S policy requires that employees participating in activities regulated by DOT, be subject to urine drug testing and breath alcohol testing in accordance with DOT drug and alcohol testing regulations. Non-DOT regulated employees may also be subject to drug and alcohol testing.

Separate testing pools will be established for non-DOT regulated employees as previously described and may be further divided by safety-sensitive and non-safety-sensitive employees.

This Policy specifically notifies all employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited while on the job or on the COMPANY property. Further, this policy notifies employees the use of a prohibited drug at any time, whether on duty or off duty, is forbidden. Additionally, the consumption of alcohol (whether as a beverage or in a medicinal formulation, and also to include methanol and isopropanol) is prohibited while performing a safety-sensitive activity or within four (4) hours before performing a safety-sensitive activity, or within eight (8) hours following an accident to which the employee's behavior may have contributed, or after having been notified to report to duty for any reason.

Commercial Drivers' Licenses

It is the policy of this COMPANY that persons having a CDL and participating in activities regulated by DOT are subject to drug testing and alcohol testing. The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of safety sensitive employees in aviation, motor carriers, railroad, and mass transit industries. Provisions of this policy are based upon said Act and the relevant federal regulations applicable to the Act. As a condition of employment, the COMPANY reserves the right to require all employees having a CDL and performing safety-sensitive activities regulated by DOT, to submit at any time to drug and/or alcohol testing to determine the presence of prohibited substances

SUBSTANCES TO BE TESTED AND DETECTION THRESHOLDS

The following substances will be tested for:

Drug Screen Cut-off GC/MS

a. Marijuana (Delta-9 Carboxy- THC)	50 ng/ml 15 ng/ml
b. Cocaine (Benzoylecgonine)	300 ng/ml ISO ng/ml
c. Opiates (Morphine/Codeine)	2000 ng/ml 2000 ng/ml
d. Phencyclidine (PCP)	25 ng/ml 25 ng/ml
e. Amphetamine (Methamphetamine)	1000 ng/ml 500 ng/ml
f. Alcohol- removal from safety sensitive position at .02% BAC or greater, violation of Policy at .04%BAC or greater.	

MEDICATIONS

Employees shall not use or be under the influence of medications while working if the medications have the potential to alter or to adversely affect their judgment, motor skills, to induce sleepiness or to otherwise detract from their safe job performance. Exceptions can, of course, be made in work areas and activities of decreased safety sensitivity where the potential for accident and injury is minimal and where the effect of the medication on the employee is judged to be no factor by medical authority. It must also be acceptable to management for the employee to continue work. Exceptions to this rule (Section C) will be made at least one level of supervision above the concerned employee's immediate supervisor. Employees will report their use of medications to their supervisor before beginning work; those sensitive to the disclosure of their use of certain medications may call or visit the COMPANY official (see name and telephone number in Section N) in charge of the Drug Alcohol Testing Policy, in confidence to resolve their unique work situation.

D. DRUG/ALCOHOL TESTING POLICY MONITORING

To measure the success of, and to aid in enforcing, our Drug/Alcohol Testing Policy, the following types of drug screening tests may be administered to employees:

1. Job applicants, as a condition of obtaining employment
2. Employees who are required to undergo FITNESS FOR DUTY MEDICAL EXAMINATIONS.
3. Employees as a FOLLOW-UP to a return from rehabilitation program. These employees will be tested periodically. Under DOT regulations, follow up testing will be at a minimum six test over the first year of return to duty.
4. Random testing as described in Exhibit I
5. Post-Accident testing as described in Exhibit II
6. Employees who, by reliable evidence, or by their observed or reliably reported behavior, may be REASONABLY SUSPECTED of: (a) Using or being under the influence of drugs, alcohol or medications while working, (b) Tampering with a drug screen test.
7. Return to Duty testing following a removal from a Safety Sensitive position after a positive, adulterated or substituted test and referral to a Substance Abuse Professional (SAP)

Notice of Drug Testing will be given on all vacancy announcements. In addition to the drug screening, a test for the presence of alcohol will be administered as a result of the conditions stated in Section D, 5 & 6 above.

A copy of documentation supporting a REASONABLE SUSPICION drug and alcohol test will be completed within seven (7) days after testing, will be provided to the employee upon request, and will be retained confidentially by the COMPANY for at least one (1) year.

On the basis of an accident that requires a DOT post-accident test or the finding of reasonable suspicion that leads to a DOT reasonable suspicion test, the employee will immediately be removed from safety-sensitive functions pending the outcome of the post-accident or reasonable suspicion drug/alcohol test.

A SAMSHA approved laboratory will perform testing for the presence of drugs after obtaining urine specimens for drug tests. All positive specimens from the initial screening are then tested a second time using a different technique and chemical principal from the initial test to insure reliability and accuracy. All drug test results are reported to the Medical Review Officer for verification prior to being transmitted to the employee and/or employer.

E. CONSEQUENCES TO EMPLOYEES OF:

The following is an overview of the terms and conditions of the COMPANY'S drug and alcohol policy, and for violation of which an employee is subject to discipline as outlined below.

(1) It is a violation of Company policy for any employee to use, possess, manufacture, sell, trade, offer for sale, offer to buy, or make arrangements to distribute illegal drugs, or to otherwise engage in the illegal use of drugs while at work or on COMPANY property.

(2) It is a violation of Company policy for anyone to report to work under the influence of alcohol, or any illegal drugs.

(3) It is a violation of Company policy for anyone to remain on duty that requires the operation of a motor vehicle or other hazardous equipment, or the performance of safety-sensitive job duties, while under the influence of illegal drugs or alcohol.

(4) It is a violation of Company policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.) Such prescription drugs brought to work should remain in the original labeled container and show both the prescribing doctor's name and expiration date.

(5) It is a violation of Company policy to report to work or be at work, where the presence of prescribed or over-the-counter narcotics or drugs exceeds statutory limits in blood or urine, or the use of prescribed or over-the-counter narcotics or drugs poses a risk to the safety of the employee, other persons, the general public or property or may render the employee temporarily medically unfit under applicable DOT agency regulations.

(6) It is a violation of Company policy to ingest hemp food products or coca food products. (Recent studies indicate that ingestion of hemp seed oil and hemp food products can result in a positive test for marijuana.) A Medical Review Officer (MRO) may not accept consumption or other use of hemp products, or coca teas, or medical marijuana as an excuse for a positive drug test.

(7) It is a violation of Company policy for on-call employees to use alcohol within four (4) hours before performing any safety-sensitive activity. The COMPANY will provide an opportunity for each such on-call employee to acknowledge the use of alcohol at the time he/she is called to report for duty, and it is the employee's responsibility to inform his/her supervisor at the earliest possible time of any potential impairment from alcohol.

(8) It is a violation of Company policy to engage in the following conduct as defined and identified in 49 CFR Part 40 and this Policy:

- a) Receiving a verified positive drug test
- b) Receiving a verified adulterated or substituted drug test
- c) Receiving an alcohol test result of 0.04 or higher
- d) Failure to appear for a drug or alcohol test within the time directed by the DER but no longer than two (2) hours of being so ordered
- e) Refusal of an Alcohol or Drug Test
- f) Refusal to provide the collector with requested information to be placed on the Custody and Control Form (CCF)
- g) Refusal to cooperate with the collector's directions to remove outer clothing, leave personal belongings, empty pockets, wash hands or other such directives of the collector
- h) Refusal to follow the collector's instructions to submit to an observed or monitored collection
- i) Refusal to sign a CCF or initial tamper-evident bottle seals
- j) Submit, or attempt to submit, an adulterated, diluted or otherwise altered specimen, or substituting a specimen from another person
- k) Failure to remain at the testing site until the testing process is complete
- l) Failure to provide a urine specimen or fail to attempt to provide a saliva or breath specimen
- m) Fail or decline to take a second test the DER or collector has directed
- n) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of a verification process, or as directed by the DER as part of the "shy bladder" procedures or "shy lung" procedures
- (o) Behave in a confrontational way that disrupts the collection process is classified as refusal to test or fail to cooperate with any part of the alcohol testing process

DISCIPLINE ACTIONS FOR VIOLATIONS LISTED ABOVE:

1. Job Applicants will not be hired.
2. Employees violating this policy will be terminated and are required by DOT to seek an assistance plan before seeking further employment. Injured employees may also forfeit eligibility for workers' compensation medical payments and indemnity payments.
3. Employees arrested, indicted or convicted of violating controlled substance laws will notify the employer within five (5) days of the event and if this substance abuse policy was also violated, will be disciplined up to and including termination, depending on the circumstances.
4. DOT consequences for a confirmed positive, adulterated, substituted drug/alcohol test or refusal to test require the employee to be removed from a safety sensitive and referred to a Substance Abuse Professional (SAP). The employee cannot return to the safety sensitive position until a final evaluation from the SAP and a return to duty negative test.

F. CHALLENGES TO CONFIRMED POSITIVE TEST RESULTS

| DOT Testing - 49 CFR Part 40 Regulations

- a. Upon receipt of a verified positive drug test result, the COMPANY will immediately remove the employee involved from performing safety-sensitive functions. The COMPANY will take this action upon receiving the initial report of the verified positive test result.
- b. On positive or refusal to test, MRO will explain split specimen testing process to the employee
- c. Employee has 72 hours after verification to request verification to request test of split specimen; employee will be responsible for the cost of the split specimen testing. Funds for this may be held from employees last paycheck.
- d. When the employee makes a timely request for a test of the split specimen the MRO, immediately provides written notice to the laboratory that tested the primary specimen, directing the laboratory to forward the split specimen to a second HHS certified laboratory.

G. CONFIDENTIALITY OF DRUG TESTING INFORMATION

All written reports and related information received by the COMPANY, laboratories, employee leasing programs, drug and alcohol rehabilitation programs and their agents will be held in strictest confidence and will not be disclosed except in accordance with Federal Statutes or otherwise legally disclosed. Release of such information under any other circumstance shall be solely pursuant to a written consent form signed voluntarily by the person tested. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant.

/ Agents of our company and the laboratory conducting a drug test will, however, have access to ; drug test information when consulting with legal counsel in connection with actions brought | against them when the information is relevant to its defense in a civil or administrative matter.

;H. CONFIDENTIAL REPORTING OF MEDICATION USE

; The COMPANY knows that eventually most people need to take medications to combat various : illnesses. Employees must realize, however, that many medications will alter or affect a drug test. An employee could possibly test positive for a drug when taking medications prescribed by

doctor or bought over the counter at a pharmacy. Medications known to alter or affect a drug i test are listed in Section M. The name of the testing laboratory is listed in Section N. Employees ; who want more technical information about medications may consult the testing laboratory. To / avoid the potential problems created by a false test result, the COMPANY has implemented procedures to enable employees to confidentially report the use of medications. You may report the use of medications on the back of your copy of the chain of custody form after your specimen is collected and discuss only with the MRO.

I. SUBSTANCE ABUSE PROFESSIONAL

Our company maintains a Substance Abuse Professional (SAP) that consists of referring employees who have tested positive for drugs and/or alcohol to local drug and alcohol rehabilitation centers. Any costs of outside services are, however, the employee's responsibility. Any employee who has not previously tested positive for drug or alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and alcohol problems before they lead to disciplinary actions. No employee will be discharged, disciplined or discriminated against solely upon the employee's voluntarily seeking treatment for a drug/alcohol related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol and drug rehabilitation program. Through the SAP, the COMPANY will attempt to provide appropriate referral to drug and alcohol abuse rehabilitation programs. Such employees may not continue to work in safety sensitive functions until they have completed the SAP's course of action and a negative result on a return-to-duty test. For up to five years, a series of periodic drug tests will be administered after returning to work. A minimum of 6 tests will be required the first 12 months.

If an employee wishes to pursue help through the SAP, please contact the person listed in Section N for appropriate referral.

J. THIS SECTION INTENTIONALLY LEFT BLANK.

K. FEDERAL AND STATE LAWS AND REGULATIONS

Nothing in this statement of policy shall be presumed to override, amend or change any requirements of Massachusetts and/or Federal law. In the event any of the provisions of this policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control.

L. AMENDMENT AND SEVERABILITY

The employer may amend this policy in any and all respects at any time. If any provision of this policy or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of the terms of this policy and the application of any invalid or unenforceable provisions to other parties or circumstances, will not be affected thereby, and to this end the provisions of this policy are severable.

M. SUBSTANCES WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST

(BRAND NAMES AND COMMON NAMES)

- 1. AMPHETAMINES:** Abetrol, Biphetamine, Desoxyn, Dexedrine, Didrex
- 2. CANNABINOIDS:** Marinol (Dronabinol, The), Marijuana, Hash Pot
- 3. COCAINE:** Cocaine HCl topical solution (Roxanne), Crack, Coke
- 4. PHENCYCLIDINE:** Not legal by prescription; PCP, Angel Dust
- 5. OPIATES:** Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, AP AP with Codeine, Aspirin with codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Opium, Heroin
- 6. METHAQUALONE:** Not legal by prescription
- 7. BARBITURATES:** Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Firoicet, Esgic, Butisol Mebaral, Butabarbital, Butabital
- 8. METHADONE:** Dolphine, Methadose
- 9. BENZODIAZEPINES:** Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, and Centrax
- 10. PROPOXYPHENE:** Darvocet, Darvon N, Dolene, Etc.
- 11. ALCOHOL:** Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof) and JListerine is 26.9% (54 proof); Booze, Drink

NRT Bus, Inc

N. DRUG/ALCOHOL TESTING POLICY - INFORMATION AND REVISION SHEET

AND/OR REVISION NUMBER

THIS INFORMATION
DATED 12/1/05

Company Designate Employer Representative (DER) - This is the Program Administrator, the person in charge of the drug/alcohol testing program. This representative can remove employees from a Safety Sensitive position upon a violation of the Dot rules and regulations for drug/alcohol testing.

DER:

Kristin Binette

COMPANY LOCATION:

NRT Bus, Inc
55 Hampshire Rd. Methuen, MA
01844
978-681-4100

Your Drug
Testing

Quest
Diagnostics

Your Drug Test
Collection •Site is:

Advantage Drug Testing
Mobile - On Site
Quest - Multiple
Locations

Your Alcohol Testing
Site is:

Advantage Drug

Testing On Site -

Mobile

Your MRO is:

Your SAP is:

Charles Moorefield, MD
2191 Julian Avenue Palm
Bay, FL 32905

American Substance Abuse
Professionals, Inc. 711 West 40th
Street-Ste 235 Baltimore, MD 21211
888-792-2727

American Substance Abuse Professionals and
Advantage Drug Testing at 978-475-1312 can
provide a list of treatment programs in your
area. Attached to this policy is also a list of
referral sources (Section 0).

O. NATIONAL HOTLINE NUMBERS

Alcohol and Drug Referral Hot Line	1-800-252-6465
Child Help's - National Child Abuse Hot Line	1-800-422-4453
National A.I.D.S. Hot Line	1-800-342-2437
National Cocaine Hot Line	1-800-262-2463
National Hepatitis Hot Line	1-800-223-0179
National Runaway Switchboard and Suicide Hot Line	1-800-621-4000
National Sexually Transmitted Disease Hot Line	1-800-227-8922

NATIONAL ASSISTANCE GROUPS

Alcoholics Anonymous	1-800-344-2666
M.A.D.D.	1-800-438-6233
Narcotics Anonymous	1-818-780-3951
AL-ANON Family Group Headquarters	1-800-356-9996
Nat'l Institute of Drug Abuse, Drug Info., Treatment	1-800-662-4357
Families Anonymous	1-800-736-9805
S.A.D.D.	1-800-481-3568
Tough Love	1-800-333-1069
Massachusetts Substance Abuse Services	1-617-624-5111
Center for Substance Abuse Prevention	1-800-729-6686

EXHIBIT I

NRT Bus, Inc DRUG/ALCOHOL TESTING POLICY Random Testing

- a. Certain categories of workers are required to undergo random drug testing to ensure continued fitness for duty as required by the US DOT guidelines.*
- b. Random drug testing will be performed at a rate of 50% of the qualified workers per year for FMCSA. Random alcohol testing should be conducted at an annualized rate of 10% of the qualified workers for FMCSA.*
- c. After notification, it is the responsibility of the employee to provide the urine specimen within the allotted time. Failure to comply with a request to a random specimen will result in the immediate medical disqualification of the employee, resulting in the employee being unable to perform assigned job duties. This may result in the loss of employment.*
- d. At the time of notification, the donor will be instructed to go directly to the designated collection site. The employee will notify the collection site personnel that he/she has been selected for a random test and that they are ready to provide a urine specimen for a drug test and/or a breath specimen for an alcohol test, Salvia may be requested for the initial alcohol test, a breath specimen will be used to confirm a positive alcohol test.*

EXHIBIT II

NRT Bus, Inc DRUG/ALCOHOL TESTING POLICY

Post-Accident Testing

- a. Certain employees are required to submit to post-accident urine drug testing as required by the US DOT guidelines.
- b. An employee will submit a specimen to be tested as soon as possible from the time of the reportable accident but no later than 32 hours after the time of the accident as defined in the table below. Alcohol testing must be conducted within eight (8) hours of an accident.
- c. If the employee is injured, the COMPANY retains the right to contact any treating medical facility and request that a controlled substance test be obtained, or to obtain from the employees medical records, the result of any such test obtained during the course of treatment. The refusal of any employee to allow the collection of these specimens or to attempt to block the release of said specimen will result in the immediate medical disqualification of the employee.
- d. An employee who fails to report an accident to the COMPANY and who fails to comply with the post-accident requirements of this policy will be presumed to be positive for the presence of a controlled substance resulting in the medical disqualification for employment with this Company.

The following table notes when a FMCSA DOT post-accident test is required:

Type of accident	Result	Citation issued to the driver	Test must be performed by employer
Human fatality		YES NO	YES
Bodily injury with medical treatment away from the scene		YES NO	YES NO
Disabling damage to any motor vehicle towed away	Damage to any requiring	YES NO	YES NO

This table has been reproduced from Federal Motor Carrier Safety Administration 49 CFR 382

NRT Bus, Inc

DRUG/ALCOHOL TESTING POLICY RECEIPT

I hereby acknowledge that I have received a copy of the COMPANY'S Drug/Alcohol Testing Policy. I also acknowledge that I have received a full and complete explanation of the Program, including all policies and the availability of Substance Abuse Professional (SAP).

I have had the terms and conditions of the COMPANY'S Drug/Alcohol Testing Policy explained to me, and I freely and voluntarily consent to submit to drug and alcohol screening or testing as set forth in the COMPANY'S Policy. I understand that violation of any provision of this policy may lead to disciplinary action up to and including termination of employment, and that I may forfeit my workers' compensation benefits.

I give my consent to the COMPANY and/or its designated Service Agent to collect specimens for screening or testing for the purpose of determining the presence of, and content of, drug and alcohol substances, as well as to obtain results from any alcohol or drug screen, as set out in the drug and alcohol testing policy. I further agree to and hereby authorize the release of the results of said tests to the COMPANY'S Medical Review Officer and as set forth in the COMPANY drug and alcohol testing policy.

Finally, I agree that neither the issuance of these policies, nor the acknowledgment of its receipt, constitutes or implies a contract of employment or a guaranteed right to recall.

Employee name:

Employee signature:

Date:

Witness name:

Witness signature:

NRT BUS, INC

I have read and received the alcohol and drug policy from
NRT Bus, Inc and understand them.

Signature: _____

Printed Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
01/14/2022

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED NRT Bus, Inc. 55 Hampshire Road Methuen, MA 01844	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B:</td><td>Gemini Insurance Company</td><td>10833</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic Insurance Company	24147	INSURER B:	Gemini Insurance Company	10833	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W23768496

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MQZY 316654 21	12/15/2021	12/15/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 5,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			MWTB 316653 21	12/15/2021	12/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			GVE100281501	12/15/2021	12/15/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 5,000,000				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

This Voids and Replaces Previously Issued Certificate Dated 01/14/2022 WITH ID: W23763970.

RE: Bid # 22-01

CONTRACT TITLE: School Bus Transportation for Chelmsford Public Schools

CERTIFICATE HOLDER**CANCELLATION**Chelmsford Public School District
230 North Road
Chelmsford, MA 01824

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 22103624

BATCH: 2373872



NORTH-8

OP ID: KT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2022

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

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PRODUCER Eastern States Insurance Agency, Inc. 50 Prospect Street Waltham, MA 02453		781-642-9000		CONTACT NAME:		
				PHONE (A/C, No, Ext):	781-642-9000	FAX (A/C, No):
				E-MAIL ADDRESS:	certificaterequest@esia.com	
				INSURER(S) AFFORDING COVERAGE		NAIC #
				INSURER A : School Transportation Assoc		
				INSURER B :		
				INSURER C :		
				INSURER D :		
				INSURER E :		
				INSURER F :		

INSURED NRT Bus, Inc. dba North Reading Transportation PO Box 67 Chelmsford, MA 01824
--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	STAM 5003012-22	01/01/2022	01/01/2023	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CHELMMA

Chelmsford Public Schools
District
230 North Road
Chelmsford, MA 01824

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**Chelmsford Public Schools
Administration Offices**

230 North Road, Chelmsford, MA 01824
Telephone: (978) 251-5100

January 14, 2022

**ADDENDUM #1 - IFB #22-01
CHELMSFORD PUBLIC SCHOOLS – SCHOOL BUS TRANSPORTATION**

The number of this Addendum, Addendum No. 1, must be entered in the space provided on the Bid Form.

ADDENDUM

1. Under EQUIPMENT, page 13, Section II Specifications, Letter D, item one, replace with the following for the age of vehicles:

D. EQUIPMENT:

1. During the 2022/23 school year, no vehicle used shall be manufactured prior to **2016**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2023/24 school year, no vehicle used shall be manufactured prior to **2017**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2024/25 school year, no vehicle used shall be manufactured prior to **2018**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2025/26 school year, no vehicle used shall be manufactured prior to **2019**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2026/27 school year, no vehicle used shall be manufactured prior to **2020**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

The successful bidder must provide three (3) school buses to be available for the full term of the contract which shall not be more than six (6) years old at any time during the contract, or have an odometer reading of more than 80,000 miles at any time during the contract, and which must include the following:

- a. One (1) of the buses must be equipped with wheelchair lifts and approved, universal restraints to accommodate two (2) wheelchairs in each vehicle. These two (2) buses may serve as "spare buses" as referenced in Section II, Letter D, Number 10 of this IFB. These two (2) buses may not serve as buses in the daily fleet without the authorization of the Chelmsford Public Schools Transportation Coordinator.

NOTE: BIDDER SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 ON BID FORM.

January 14, 2022

Question 1 - On Page 4, Section D. Duration, what is the actual number of school days a vendor should plan on providing transportation for annually?

Answer 1 - Please see bid specs (such as Section 1 - P and Exhibit C). We schedule students to attend school 180 days each school year.

Question 2 - Will the district consider adding a clause that the "Town agrees to pay a negotiated rate for any remote days during the school week, that drivers would be paid to maintain work force"?

Answer 2 – No, the addendum does not reflect this suggested language.

Question 3 - Page 5 Section G #1. The paragraph has non-performance damages that include "incidental and consequential damages". Can the district please define what type of damages these might be, and a cost associated with them, or possibly remove that section?

Answer 3 – No, the addendum does limit the definition nor remove the language.

Question 4 - On Page 11, Section A, #5 will the district change the last sentence to read "if additions or deletions to the number of buses used to transport the contract increase or decrease by 15%, then the daily bus price may be negotiable."?

Answer 4 – No, the addendum does not reflect this suggested language

Question 5 – On Page 12, Section B, #5. If a scheduled trip is referring to a home to school route for that given day, would the district change the notification time to 5:30 a.m. or 6:00 am instead of 6:30 a.m.?

Answer 5 – No, the addendum not reflect this time change, however we endeavor to notify the transportation provider as soon as possible after a decision has been made.

Question 6 – On Page 12; Section B, #7. Will the district add to end of paragraph the following words "with a minimum of 90 days advanced notice for the same bus specification"?

Answer 6 – No, the addendum does not reflect this suggested language, however if this question is related to a substitution vehicle, a 77 passenger bus may be substituted for an 83 passenger bus if the 77 passenger bus meets the capacity requirements of the number of students assigned to the ride the substitution bus.

Question 7, Page 13, Section D, #1. In efforts to keep cost stable, would the district consider changing the age limit on the vehicles to be no older than six (6) years old at the start the contract?

Answer 7 – Yes, the district will add Addendum #1, where no vehicles will be older than six (6) years old at the start of the contract.

Question 8 - Understanding the mandates COVID -19 may still impact costs for materials to be utilized in PPE/Cleaning materials, will the district be willing to supply the contractor necessary items for safe transportation of students? If not, will the district allow separate billing for items, or should vendor cover cost of supplies in the bid per bus cost?

Answer 8 – In the event PPE is required by DESE, the district will provide and supply the PPE for students and the vendor should not factor that into the per bus cost.

Question 9 - Page 17, Section F #15. To reduce the number of drivers who may leave for higher wages in contiguous districts, would the district consider changing the minimum starting rate to \$25.00, and then \$.25 additional increments annually?

Answer 9 – No, the addendum does not change the minimum hourly rates as outlined in the bid spec nor change the language in Appendix A from the Department of Labor Standards.

Question 10 – 19 Section H #2. Will the District consider adding the following at the end of paragraph # 1 before Chelmsford Public Schools may: "If the Contractor does not rectify the problem within 30 days"?

Answer 10 – No, the addendum does not reflect the suggested language.

Question 11 – There should be wording that if routes and or transportation needs are required to change due to Covid-19 that both parties negotiate in good faith on the revised contract. Would you consider adding the following?

"The parties agree that bus schedules may change to Covid-19 and/or contemplated service changes beginning in the 2022-2023 school year. In the event of increases or decreases in routes or schedules as directed by Town "Schedule Re-adjustments", the number of buses/staffing/equipment will be adjusted accordingly. In the event of Schedule Re-adjustments, the parties agree to enter prompt, good faith negotiations in order to adjust rates commensurate to cover increases or decreases in cost structure associated with such changes, subject to mutual agreement. The parties agree to provide each other with reasonable documentation to determine impacted cost structures."

Answer 11 – No, the addendum does not reflect the suggested language

Question 12 - Would the district consider adding a Force Majeure clause stated below?

"Force Majeure; Remedies: Neither party shall be responsible to the other for delays in performance resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; pandemic, epidemic, quarantine or government restriction or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a 'Force Majeure'. In the event of a Force Majeure which interferes with the operation of the Town's furnishing of regular day, private and charter school transportation and related services for the Town, upon written notice by either party, the Contractor will take all reasonable steps to continue to provide service upon terms and conditions satisfactory to the Contractor and the Town/District. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained all administrative, contractual and legal rights and remedies to which they may be entitled.

Answer 12 – No, the addendum does not reflect the suggested language