

**SHORT FORM OF AGREEMENT
FOR SCHOOL TRANSPORTATION SERVICES BETWEEN THE
CITY OF FRAMINGHAM AND CONTRACTOR**

THIS AGREEMENT for School Transportation Services for the Fiscal Years of 2022-2026, (hereinafter referred to as the "Project"), is made the 24th day of February 2021 by and between NRT BUS, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 230 Main Street North Reading, MA 01864, hereinafter referred to as the "CONTRACTOR"), and the City of Framingham, (hereinafter referred to as the "CITY").

WITNESSETH that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- (a) This short form of agreement for procurement between the CITY and the CONTRACTOR, including original signed and sealed Certificate of Corporate Authority
- (b) The Project invitation for bids, bid specifications, request for proposals or purchase description, including any addendum issued by the CITY
- (c) Intentionally omitted
- (d) Performance bond in the form attached hereto as **Exhibit A**;
- (e) Intentionally omitted
- (f) Contractor's bid or proposal
- (g) Copies of all required bonds, certificates of insurance and licenses required under the contract,
- (h) Intentionally omitted.

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the CITY.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) This Agreement shall be for a term of not more than 5 years, commencing on July 1, 2021 and ending on June 30, 2026, subject to annual appropriation.

ARTICLE 4: THE CONTRACT SUM

The CONTRACTOR agrees to provide to the CITY items at the specific price points listed in the CONTRACTOR'S bid submission, for the duration of the contract, subject to price adjustments that are expressly permitted by the Contract Documents. The CITY makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this contract. The total value of the goods and

services will not exceed the sum of **\$30,499,970.00** (**Thirty Million Four Hundred and Ninety-Nine Thousand Nine Hundred and Seventy Dollars and no cents**) without the issuance of a change order agreed to in writing by all parties.

ARTICLE 5: PAYMENT

The CITY shall make payment in monthly installments within 30 days after receipt of an invoice delineating hourly vehicle usage. Payment due shall be based on the number of vehicles multiplied by the hourly rate per vehicle multiplied by the number of hours of transportation provided for the billing period, for each category of busing provided under the contract. The form and content of the monthly invoice shall be established by the School Department's Executive Director of Finance and Operations.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the CITY shall give written notice thereof, and if said default is not made good within such time as the CITY shall specify in writing, the CITY shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the CITY shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the CITY shall determine, and the CONTRACTOR shall pay the CITY any money that the CITY shall pay another CONTRACTOR for the completion of the work, in excess of what the CITY would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the CITY for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the CITY is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the CITY and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the CITY shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year or for any successive year of the contract. The CITY agrees to make reasonable efforts to obtain funding and all necessary authorizations, and to notify the CONTRACTOR promptly when it appears certain they will not be obtained. If partial funding sufficient for a clearly separable task or tasks should be made available, the parties may agree to perform their respective obligations relative to such tasks and amend the Contract accordingly.
- (b) The CONTRACTOR shall have the right to terminate this Agreement upon 90 days written notice if the CITY fails to make payment within 30 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

City of Framingham:
Department: Purchasing Department
Contact: Amy Putney
Title: Procurement Administrator
Email: alp@framinghamma.gov

Tel. #: 508-532-6040

Mailing Address: 150 Concord Street
Framingham, MA 01702

Delivery Address : _____

Contractor:

Company: NRT Bus, Inc

Contact: Kathleen McWilliams

Title: Controller

Email: kmwilliams@nrtbus.com

Tel. #: 978-279-5126

Mailing Address: 230 Main St
Methuen, MA
01864

ARTICLE 9: INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and auto/motor vehicle liability insurance policies protecting the CITY in connection with any operations included in this Agreement. As proof of insurance, the CONTRACTOR shall provide Certificate(s) of Insurance specifically stating in the Description portion of the certificate:

"The City of Framingham is named as additional insured in regards to General and Auto Liability on the policies noted above by contractual Agreement."

Coverage amounts shall be in at least the amounts noted below, and may be obtained either through a single carrier or a combination of primary carrier and excess/umbrella coverage:

General Liability: At least **\$20,000,000** per occurrence, and, at least **\$15,000,000** aggregate

Auto Liability: At least **\$1,000,000** bodily injury limit per person
\$15,000,000 bodily injury limit per accident and
\$1,000,000 property damage limit per accident

- (b) Intentionally omitted
- (c) The CONTRACTOR shall, before commencing performance of this Contract, provide insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the CITY. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the CITY. Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the CITY should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the CITY at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the CITY and all of the CITY'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, arising out of or resulting from any act, omission, or negligence of the, CONTRACTOR subconsultants and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 10: PERFORMANCE AND PAYMENT BONDS (IF APPLICABLE)

- (a) The CONTRACTOR shall furnish a **100% Performance Bond** from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the CITY in the full amount of the Contract Price for the first year in the form attached as **Exhibit A**. The performance bond shall be renewed annually as set forth in the Contract Documents.
- (b) Intentionally omitted.

ARTICLE 11: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the CITY.

ARTICLE 12: PREVAILING WAGE RATES

Pursuant to Mass. Gen. Laws c. 71, §7A, the CONTRACTOR shall pay the prevailing wage as determined the Commissioner of Labor and Industries for each person employed under this contract. The CONTRACTOR shall create and maintain records evidencing compliance with this requirement for a period of not less than three years from the date of completion of the Contract.

ARTICLE 13: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the CITY shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The CITY agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the CITY'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 14: MATERIALS AND WORKMANSHIP

Intentionally omitted.

ARTICLE 15: GUARANTEE OF WORK

The Contractor agrees that the vehicles and equipment specified in the Contract Documents, as well as any modifications or enhancements made by the Contractor thereto shall be free from defects that interfere with the vehicle's or equipment's operational capability. The Contractor's obligation under this section shall be, without charge to the CITY, to immediately correct any defects that are discovered. If the Contractor is unable to correct any such defect that prevents the vehicle or equipment from performing in accordance with such specifications and standards set forth in the Contract Documents, the Contractor shall provide a substitute vehicle or equipment as a replacement.

ARTICLE 16: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the CITY and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the CITY and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the CITY and the CONTRACTOR. Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 18: MANDATORY ETHICS TRAINING

Intentionally Omitted.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

CONTRACTOR:

By:  _____

Lincoln Lynch IV
Executive Director of Finance and Operations

Title: CFO _____

Dated: _____

Corporate Seal:

Approved As To Form

Jennifer A. Pratt
Chief Procurement Officer

Christopher J. Petrini, City Solicitor

Dated: _____

Dated: _____

Approved as to Funds Availability

Richard G. Howarth, City Accountant

Dated: _____

Funding Source:

Requisition # _____

Org _____ **Object** _____ **Project** _____

EXHIBIT A
PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we _____ with a place of business at _____ as principal (the "Principal"), and _____, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at _____ as Surety (the "Surety"), are held and firmly bound unto the Town of Framingham as Obligee (the "Obligee"), in the sum of _____ lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of _____, and entitled _____ **[Insert Contract Title or Project Name here]**

NOW THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors or Suppliers under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and including any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions. The obligations of the Surety set forth herein shall become null and void only if expressly waived in writing by the Obligee Town of Framingham; otherwise such obligations shall remain in full force and virtue.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Obligee, Town of Framingham, under the applicable provisions of the contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Town of Framingham promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions.

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

[Name and Seal]

[Attorney-In-Fact][Seal]

[Title]

[Address]

[Phone]

Attest: _____

Attest: _____

The rate for this Bond is _____ % of the first \$ _____ and _____ % for the next \$ _____.

The total premium for this Bond is \$ _____.

[END OF PERFORMANCE BOND]

NEW VEHICLE SUMMARY BID: PER VEHICLE CATEGORY FOR YEARS 1-5

The "New Vehicle Summary Bid" figures on this page must match those reported in the earlier detailed sections. Failure to meet this requirement will result in a "Non-responsive" evaluation for the Bid.

TYPE OF BUSES	YEAR	New Bid Totals
48-NEW 71 Passenger Buses	Yr. 1	\$3,663,360. ⁰⁰
	Yr. 2	\$3,663,360. ⁰⁰
	Yr. 3	\$3,749,760. ⁰⁰
	Yr. 4	\$3,749,760. ⁰⁰
	Yr. 5	\$3,749,760. ⁰⁰
9-NEW 31 Passenger Mini Buses with 2 wheelchairs	Yr. 1	\$ 664,200. ⁰⁰
	Yr. 2	\$ 664,200. ⁰⁰
	Yr. 3	\$ 680,400. ⁰⁰
	Yr. 4	\$ 680,400. ⁰⁰
	Yr. 5	\$ 680,400. ⁰⁰
19-NEW 48 Passenger Mini Buses	Yr. 1	\$ 1,368,000. ⁰⁰
	Yr. 2	\$ 1,368,000. ⁰⁰
	Yr. 3	\$ 1,402,200. ⁰⁰
	Yr. 4	\$ 1,402,200. ⁰⁰
	Yr. 5	\$ 1,402,200. ⁰⁰
1-NEW 40 Passenger Mini Buses with 4 wheelchairs	Yr. 1	\$ 68,400. ⁰⁰
	Yr. 2	\$ 68,400. ⁰⁰
	Yr. 3	\$ 70,200. ⁰⁰
	Yr. 4	\$ 70,200. ⁰⁰
	Yr. 5	\$ 70,200. ⁰⁰
7-NEW 71 Passenger Extra Curricular Buses	Yr. 1	\$ 119,560. ⁰⁰
	Yr. 2	\$ 119,560. ⁰⁰
	Yr. 3	\$ 123,830. ⁰⁰
	Yr. 4	\$ 123,830. ⁰⁰
	Yr. 5	\$ 123,830. ⁰⁰
12-NEW 71 Passenger Late Run buses	Yr. 1	\$ 103,680. ⁰⁰
	Yr. 2	\$ 103,680. ⁰⁰
	Yr. 3	\$ 115,200. ⁰⁰
	Yr. 4	\$ 115,200. ⁰⁰
	Yr. 5	\$ 115,200. ⁰⁰
3-NEW Late Run Mini buses (Bus size may vary)	Yr. 1	\$ 18,900. ⁰⁰
	Yr. 2	\$ 18,900. ⁰⁰
	Yr. 3	\$ 21,000. ⁰⁰
	Yr. 4	\$ 21,000. ⁰⁰
	Yr. 5	\$ 21,000. ⁰⁰

Total Estimated NEW Vehicle Contract Price for Bid Evaluation Purposes

\$ 30,499,970.⁰⁰

Thirty million four hundred ninety nine thousand nine hundred seventy.

Total Estimated NEW VEHICLE Contract Price for Bid Evaluation Purposes: **WRITE IN WORDS**