

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
purchasing@newtonma.gov
Fax (617) 796-1227**

January 27, 2022

**ADDENDUM #1
INVITATION FOR BID #22-39**

SUPPLY & DELIVER SCHOOL BUS TRANSPORTATION SERVICES
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THIS ADDENDUM IS TO: PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

Q1. The 3rd paragraph in section 1.1 on page 40 (as well as item 10.7 on page 52) refers to the City reserving the right to “demand the transfer/removal of any driver.” Please consider adding the following language:

“Any request to remove a driver from service under the agreement shall be in writing, with the reasons stated therein, and shall not be in violation of any federal, state or local law.”

A1. Sections 1.1 and 10.7 of the Invitation For Bid are amended to add the following sentence:

NPS may, if it deems it necessary, remove a driver from service provided, however, that notice of the removal shall be in writing, addressed to the Contractor and the affected driver, shall set forth the reasons for the removal and provided further, such removal shall not violate any federal, state or local law.

Q2. Item 3.2 on page 43 asks for a list of all contracts held in the previous 5 years. For a large national company, this is a significant request. Would the City consider limiting this to contract just in MA, or just in New England? Also, item 3.4 on the same page asks for a 5 year accident list – for the same reasons, would the City consider limiting this report to the same geography as the reference list?

A2. Yes, we will accept a list of the previous 5 year contracts and a 5 year accident list serviced within the New England area.

Q3. Item 3.6 on page 43 refers to vehicle maximum ages. To clarify, 2017 or newer buses are acceptable at the start of the contract, while 2020 or newer are required in the final year of the contract, correct?

A3. Yes, and no bus cannot exceed seven (7) years in age throughout the life of the contract.

Q4. Item 6.1 on page 47 refers to vehicles/drivers required for trips. Can the City provide info regarding the maximum number of trips on any one day from current/prior school years?

A4. On occasion there may be a day that may have 20 buses needed for field trips and/ or athletics combined. These 2 categories are typically different times of the day.

Q5. Item 7.5 on page 48 refers to air brakes – would buses equipped with hydraulic brakes be acceptable?

A5. No, this is an NPS safety preference.

Q6. Item 8.6 on page 49 refers to the possibility of a spare METCO vehicle being located in Boston – is the current contractor required to do so now?

A6. The current Contractor is not currently parking a spare bus in Boston but this may be an option needed for NPS if there are service issues.

Q7. Item 10.1 references permanent & spare drivers - does Eastern Bus have a full roster of regularly assigned drivers for all reg ed & sped routes? And do they have a full complement of sitting spare drivers? Are the drivers organized, and, if so, with which union?

A7. Drivers are currently assigned to all regular routes and in addition, per our existing contract, there are 5 spare drivers at the ready daily.

Q8. Please provide a copy of the current contract between Eastern Bus and the City, as well as copies of invoices from September & October, 2021.

A8. The rates are included in the existing contract (see attached) and therefore invoices will not be provided.

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR
BID FORM OR SEPARATE EMAIL. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD
RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read
Chief Procurement Officer

P u r c h a s i n g

**CITY OF NEWTON
PURCHASING DEPARTMENT
*CONTRACT FOR NEWTON PUBLIC SCHOOLS***

C-3566

**Eastern Bus Company
Attn: Charles Winitzer
14 Chestnut Street
Somerville, Ma 02143
617-628-6868**

**Contract Period: July 1, 2017 – June 30, 2022- 456 day option to extend
Contract Value: \$27,965,950.00**

PROJECT MANUAL:

**SUPPLY AND DELIVER SCHOOL BUS TRANSPORTATION SERVICES
FOR NEWTON PUBLIC SCHOOLS**

INVITATION FOR BID #17-46

DECEMBER 2016 -Setti D. Warren, Mayor

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #17-46
SUPPLY AND DELIVER SCHOOL BUS TRANSPORTATION SERVICES
FOR NEWTON PUBLIC SCHOOLS

TO THE AWARDING AUTHORITY:

- A. The undersigned proposes to furnish all labor and materials required for School Bus Transportation for the Newton Public School system for the contract price specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

Supply and Delivery of School Bus Transportation Services for Newton Public Schools

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) 1, 2, _____, _____.

- C. Contractor must provide a firm fixed price for the items below.

GRAND TOTAL FOR CATEGORIES A, B and C FOR TRANSPORTATION SERVICES
(For Five (5) Years from p. 14 below)

Twenty Eight Million, Six Hundred Fifty Three Thousand, Three Hundred Fifty Dollars.
(Written word) and \$ 28,653,350.
(Numerical)

GRAND TOTAL (From July 1, 2017 through June 30, 2022)

- D. For purposes of soliciting and comparing bids, the City has made a reasonable estimate of the number of buses and days needed to fulfill the terms of the contract. Prices provided in the Bid Form are based on estimates only, and the City's actual needs may be different.

* Buses can be no older than three (3) years at the start of this Contract. At no time during the duration of the Contract may buses be older than five (5) years. Any bus not in compliance with these terms is subject to charges of half the daily rate per shift, up to twice a day.

** For video recording devices, please include make, model, catalog cut and all product information at the time of bid submission. SEON TROOPER TLY DVR SYSTEM

BASE PRICE FOR FUEL: \$ 2.55 per gallon. Proof required with bid.

COMPANY NAME DIESEL DIRECT

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the low responsible bidder.

Prompt Payment Discount 0 % _____ Days
Prompt Payment Discount 0 % _____ Days
Prompt Payment Discount 0 % _____ Days

F. The undersigned has completed and submits herewith the following documents:

- Bidder's Qualifications and References Form, 2 pages
- Signed Bid Form, One (1) ORIGINAL bid and three (3) COPIES, 6 pages
- Certificate of Non-Collusion, 1 page
- Proof of Base Fuel Price, Section 1.8
- Bid Surety Deposit, Section 2.1
- Company Qualifications and Resume, Sections 3.1 and 3.2
- Certified Audited Financial Statement, Section 3.3

G. The undersigned agrees that, if selected as Contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date 1/18/17

EASTERN Bus Company
(Name of Bidder)

BY: Charles Winitzen

Charles Winitzen President
(Printed Name and Title of Signatory)

14 CHESTNUT ST.
(Business Address)

Somerville, MA 02143
(City, State Zip)

617-628-6868 / 628-6414
(Telephone & FAX)

CWINITZEN@EASTERNBUSCO.COM
(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

Chak Wintz
(Signature of individual)

Eastern Bus Company
Name of Business

FY 2017 BID LIST CATEGORY A - NEWTON IN-CITY TRANSPORTATION, FIELD TRIPS AND ATHLETIC EVENTS for approximately thirty-two (32) 77 Passenger Yellow Buses with Drivers. All contracted buses will have a live GPS system, and have a minimum of three (3) inside video recording devices with night and audio recording capabilities installed, maintained and monitored as described in section 7.4 within this project manual:

	Est. Annual Price*
LINE A01 Daily Transportation Flat Day Rate	
Year 1: \$ <u>550</u> x 32 buses @ 4 hrs. x 180 days =	\$ <u>3,168,000</u>
\$ <u>570</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>102,600</u>
Year 2: \$ <u>560</u> x 32 buses @ 4 hrs. x 180 days =	\$ <u>3,225,600</u>
\$ <u>580</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>104,400</u>
Year 3: \$ <u>570</u> x 32 buses @ 4 hrs. x 180 days =	\$ <u>3,283,200</u>
\$ <u>590</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>106,200</u>
Year 4: \$ <u>590</u> x 32 buses @ 4 hrs. x 180 days =	\$ <u>3,398,400</u>
\$ <u>600</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>108,000</u>
Year 5: \$ <u>600</u> x 32 buses @ 4 hrs. x 180 days =	\$ <u>3,456,000</u>
\$ <u>620</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>111,600</u>
Subtotal Line A01 Estimated Annual Bus Price, 5 Years =	\$ <u>17,064,000</u>
*Add all 10 Estimated Annual Price Totals above.	

	Est. Annual Price*
LINE A02 Overtime Transportation Rate Per Hour (Estimated 10 hours per year)	
Year 1: \$ <u>150</u> per hour x 10 hours =	\$ <u>1,500</u>
Year 2: \$ <u>160</u> per hour x 10 hours =	\$ <u>1,600</u>
Year 3: \$ <u>170</u> per hour x 10 hours =	\$ <u>1,700</u>
Year 4: \$ <u>180</u> per hour x 10 hours =	\$ <u>1,800</u>
Year 5: \$ <u>200</u> per hour x 10 hours =	\$ <u>2,000</u>
Subtotal Line A02 Estimated Annual Overtime Price, 5 Years =	\$ <u>8,600</u>
*Add all 5 Estimated Annual Price Totals above.	

	Est. Annual Price*
LINE A03 Field Trips and Athletic Events Newton In-City: 4-hour minimum (Estimate 225 trips per year)	
Year 1: \$ <u>360</u> flat day rate x 225 trips =	\$ <u>81,000</u>
Year 2: \$ <u>370</u> flat day rate x 225 trips =	\$ <u>83,250</u>
Year 3: \$ <u>380</u> flat day rate x 225 trips =	\$ <u>85,500</u>
Year 4: \$ <u>390</u> flat day rate x 225 trips =	\$ <u>87,750</u>
Year 5: \$ <u>410</u> flat day rate x 225 trips =	\$ <u>92,250</u>
Subtotal Line A03 Estimated Annual Price, 5 Years =	\$ <u>429,750</u>
*Add all 5 Estimated Annual Price Totals above.	

LINE A04 Field Trips and Athletic Events Outside Newton: 4-hour minimum
 (Estimate 1,000 trips per year)

			Est. Annual Price*
Year 1:	\$ <u>400</u> flat day rate x	1,000 trips =	\$ <u>400,000</u>
Year 2:	\$ <u>410</u> flat day rate x	1,000 trips =	\$ <u>410,000</u>
Year 3:	\$ <u>420</u> flat day rate x	1,000 trips =	\$ <u>420,000</u>
Year 4:	\$ <u>430</u> flat day rate x	1,000 trips =	\$ <u>430,000</u>
Year 5:	\$ <u>450</u> flat day rate x	1,000 trips =	\$ <u>450,000</u>
Subtotal Line A04 Estimated Annual Price, 5 Years =			\$ <u>2,110,000</u>
*Add all 5 Estimated Annual Price Totals above.			

LINE A05 Field Trips and Athletic Events Hourly Rate: Over 4-hours
 (Estimate 1,000 hours per year)

			Est. Annual Price*
Year 1:	\$ <u>110</u> per hour (over 4 hrs only) x	1,000 hours =	\$ <u>110,000</u>
Year 2:	\$ <u>120</u> per hour (over 4 hrs only) x	1,000 hours =	\$ <u>120,000</u>
Year 3:	\$ <u>130</u> per hour (over 4 hrs only) x	1,000 hours =	\$ <u>130,000</u>
Year 4:	\$ <u>140</u> per hour (over 4 hrs only) x	1,000 hours =	\$ <u>140,000</u>
Year 5:	\$ <u>150</u> per hour (over 4 hrs only) x	1,000 hours =	\$ <u>150,000</u>
Subtotal Line A05 Estimated Annual Overtime Price, 5 Years =			\$ <u>650,000</u>
*Add all 5 Estimated Annual Price Totals above.			

CATEGORY A – NEWTON IN-CITY TOTAL CONTRACT PRICE

TOTAL CATEGORY A (add Subtotal Lines A01, A02, A03, A04 and A05 for five (5) yr totals: \$ <u>20,262,350</u>)
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BASE PRICE FOR FUEL: \$ 2.55 per gallon. Proof required with bid.

FY 2017 BID LIST CATEGORY B - NEWTON METCO TRANSPORTATION for approximately six (6) 77 Passenger Yellow Buses with Drivers and Monitors as specified. (Upon the start of the contract, the METCO bus fleet is estimated at 2 buses @ 4 hrs. per day; 2 buses @ 5 hrs. per day; 2 buses @ 6 hrs. per day) and special order one way buses as needed. All contracted buses will have a live GPS system, and have a minimum of three (3) inside video recording devices with night and audio recording capabilities installed, maintained and monitored as described in section 7.4 within this project manual.

LINE B01 Daily METCO Transportation Flat Day Rate

	Est. Annual Price
Year 1: \$ <u>610</u> x 2 buses @ 4 hrs. x 180 days =	\$ <u>219,600</u>
\$ <u>630</u> x 2 buses @ 5 hrs. x 180 days =	\$ <u>226,800</u>
\$ <u>650</u> x 2 buses @ 6 hrs. x 180 days =	\$ <u>234,000</u>
\$ <u>350</u> x 1 bus @ 2 hrs. (one way) x estimated 10 days =	\$ <u>3,500</u>
\$ <u>400</u> x 1 bus @ 3 hrs. (one way) x estimated 10 days =	\$ <u>4,000</u>
Year 2: \$ <u>620</u> x 2 buses @ 4 hrs. x 180 days =	\$ <u>223,200</u>
\$ <u>650</u> x 2 buses @ 5 hrs. x 180 days =	\$ <u>234,000</u>
\$ <u>670</u> x 2 buses @ 6 hrs. x 180 days =	\$ <u>241,200</u>
\$ <u>360</u> x 1 bus @ 2 hrs. (one way) x estimated 10 days =	\$ <u>3,600</u>
\$ <u>410</u> x 1 bus @ 3 hrs. (one way) x estimated 10 days =	\$ <u>4,100</u>
Year 3: \$ <u>630</u> x 2 buses @ 4 hrs. x 180 days =	\$ <u>226,800</u>
\$ <u>670</u> x 2 buses @ 5 hrs. x 180 days =	\$ <u>241,200</u>
\$ <u>690</u> x 2 buses @ 6 hrs. x 180 days =	\$ <u>248,400</u>
\$ <u>370</u> x 1 bus @ 2 hrs. (one way) x estimated 10 days =	\$ <u>3,700</u>
\$ <u>420</u> x 1 bus @ 3 hrs. (one way) x estimated 10 days =	\$ <u>4,200</u>
Year 4: \$ <u>640</u> x 2 buses @ 4 hrs. x 180 days =	\$ <u>230,400</u>
\$ <u>690</u> x 2 buses @ 5 hrs. x 180 days =	\$ <u>248,400</u>
\$ <u>710</u> x 2 buses @ 6 hrs. x 180 days =	\$ <u>255,600</u>
\$ <u>380</u> x 1 bus @ 2 hrs. (one way) x estimated 10 days =	\$ <u>3,800</u>
\$ <u>430</u> x 1 bus @ 3 hrs. (one way) x estimated 10 days =	\$ <u>4,300</u>
Year 5: \$ <u>660</u> x 2 buses @ 4 hrs. x 180 days =	\$ <u>237,600</u>
\$ <u>710</u> x 2 buses @ 5 hrs. x 180 days =	\$ <u>255,600</u>
\$ <u>730</u> x 2 buses @ 6 hrs. x 180 days =	\$ <u>262,800</u>
\$ <u>400</u> x 1 bus @ 2 hrs. (one way) x estimated 10 days =	\$ <u>4,000</u>
\$ <u>450</u> x 1 bus @ 3 hrs. (one way) x estimated 10 days =	\$ <u>4,500</u>
Subtotal Line B01 Estimated Annual Bus Price, 5 Years =	\$ <u>3,625,300</u>
*Add all 25 Estimated Annual Price Totals above.	

LINE B02 Overtime Transportation Rate Per Hour
(Estimated 10 hours per year)

Est. Annual Price*

Year 1:	\$ <u>300</u> per hour x	10 hours =	\$ <u>3,000</u>
Year 2:	\$ <u>310</u> per hour x	10 hours =	\$ <u>3,100</u>
Year 3:	\$ <u>320</u> per hour x	10 hours =	\$ <u>3,200</u>
Year 4:	\$ <u>330</u> per hour x	10 hours =	\$ <u>3,300</u>
Year 5:	\$ <u>350</u> per hour x	10 hours =	\$ <u>3,500</u>
Subtotal Line B02 Estimated Annual Overtime Price, 5 Years =			\$ <u>16,100</u>
*Add all 5 Estimated Annual Price Totals above.			

LINE B03 METCO Transportation Monitor Flat Day Rate

Est. Annual Price

Year 1:	\$ <u>300</u> x 1 @ 4 hour Monitor x 180 days =	\$ <u>54,000</u>
	\$ <u>320</u> x 1 @ 5 hour Monitor x 180 days =	\$ <u>57,600</u>
	\$ <u>340</u> x 1 @ 6 hour Monitor x 180 days =	\$ <u>61,200</u>
Year 2:	\$ <u>310</u> x 1 @ 4 hour Monitor x 180 days =	\$ <u>55,800</u>
	\$ <u>330</u> x 1 @ 5 hour Monitor x 180 days =	\$ <u>59,400</u>
	\$ <u>350</u> x 1 @ 6 hour Monitor x 180 days =	\$ <u>63,000</u>
Year 3:	\$ <u>320</u> x 1 @ 4 hour Monitor x 180 days =	\$ <u>57,600</u>
	\$ <u>340</u> x 1 @ 5 hour Monitor x 180 days =	\$ <u>61,200</u>
	\$ <u>360</u> x 1 @ 6 hour Monitor x 180 days =	\$ <u>64,800</u>
Year 4:	\$ <u>330</u> x 1 @ 4 hour Monitor x 180 days =	\$ <u>59,400</u>
	\$ <u>350</u> x 1 @ 5 hour Monitor x 180 days =	\$ <u>63,000</u>
	\$ <u>370</u> x 1 @ 6 hour Monitor x 180 days =	\$ <u>66,600</u>
Year 5:	\$ <u>350</u> x 1 @ 4 hour Monitor x 180 days =	\$ <u>63,000</u>
	\$ <u>370</u> x 1 @ 5 hour Monitor x 180 days =	\$ <u>66,000</u>
	\$ <u>390</u> x 1 @ 6 hour Monitor x 180 days =	\$ <u>70,200</u>
Subtotal Line B03 Estimated Annual Monitor Price, 5 Years =		\$ <u>922,800</u>
*Add all 15 Estimated Annual Price Totals above.		

Please note that any METCO field trips or athletic event transportation rates are addressed in Category A.

CATEGORY B - NEWTON METCO TOTAL CONTRACT PRICE

TOTAL CATEGORY B (add Subtotal Lines B01, B02 and B03 for five (5) yr totals: \$ 4,564,200)

FY 2017 BID LIST CATEGORY C – NEWTON/METCO Shared/Blended TRANSPORTATION for approximately six (6) 77 Passenger Yellow Buses with Drivers as specified. Upon the start of the contract, the shared/blended bus fleet is estimated at 1 bus @ 4 hrs. per day; 1 bus @ 5 hrs. per day; 4 buses @ 6 hrs. per day) as needed. All contracted buses will have a live GPS system, and have a minimum of three (3) inside video recording devices with night and audio recording capabilities installed, maintained and monitored as described in section 7.4 within this project manual.

LINE C01 Daily NEWTON/METCO Shared/Blended Transportation Flat Day Rate
Est. Annual Price

Year 1: \$ <u>650</u> x 1 bus @ 4 hrs. x 180 days =	\$ <u>117,000</u>
\$ <u>670</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>120,600</u>
\$ <u>700</u> x 4 buses @ 6 hrs. x 180 days =	\$ <u>504,000</u>
Year 2: \$ <u>660</u> x 1 bus @ 4 hrs. x 180 days =	\$ <u>118,800</u>
\$ <u>680</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>122,400</u>
\$ <u>710</u> x 4 buses @ 6 hrs. x 180 days =	\$ <u>511,200</u>
Year 3: \$ <u>670</u> x 1 bus @ 4 hrs. x 180 days =	\$ <u>120,600</u>
\$ <u>690</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>124,200</u>
\$ <u>720</u> x 4 buses @ 6 hrs. x 180 days =	\$ <u>518,400</u>
Year 4: \$ <u>680</u> x 1 bus @ 4 hrs. x 180 days =	\$ <u>122,400</u>
\$ <u>700</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>126,000</u>
\$ <u>730</u> x 4 buses @ 6 hrs. x 180 days =	\$ <u>525,600</u>
Year 5: \$ <u>700</u> x 1 bus @ 4 hrs. x 180 days =	\$ <u>126,000</u>
\$ <u>720</u> x 1 bus @ 5 hrs. x 180 days =	\$ <u>129,600</u>
\$ <u>750</u> x 4 buses @ 6 hrs. x 180 days =	\$ <u>540,000</u>
Subtotal Line C01 Estimated Annual Bus Price, 5 Years =	\$ <u>3,826,800</u>
*Add all 15 Estimated Annual Price Totals above.	

CATEGORY C – NEWTON/METCO Shared/Blended TRANSPORTATION TOTAL CONTRACT PRICE

TOTAL CATEGORY C (add Subtotal Lines C01 for five (5) yr total: \$ 3,826,800)

GRAND TOTAL For All Three Categories (add Total Categories A, B and C for five (5) yr totals):

\$ 28,653,350

Please write Grand Total in words on Bid Form Section C, Page 9.

**EASTERN BUS CO INC
PO BOX 514
SOMERVILLE MA 02143
(617) 628-6868**

REFERENCES

**Cambridge Public Schools
159 Thorndike Street
Cambridge Ma 02141
29 Daily School Runs
Field Trips/Athletics
Director of Transportation
Tina Fisher (617) 349-6862
Athletic Director
Tom Arria (617) 349-6690**

**Watertown Public Schools
30 Common Street
Watertown MA 02472
4 Daily School Runs
Field Trips Athletics
Jae Smith (617) 926-7716**

**Northeast Metro Reg. Vocational
100 Hemlock Road
Wakefield, MA
(781)246-0810
Jim Picone
19 Daily School Runs
Field Trips, Athletics**

**Brookline Public Schools
333 Washington Street
Brookline MA 02445
5 Daily School Runs
Field Trips, Athletics
Mary Murphy
(617) 730-2195**

**Billerica Public Schools
35 River Street
Billerica, MA
27 Daily School Routes
Bernie Duggan
(978) 528-8500**

**Wellesley Public Schools
40 Kingsbury Street
Wellesley Ma 02481
15 Daily School & METCO
Field Trips/Athletics
Business Manager
Dean McGoldrick (508)277-4255
Athletic Director
John Brown (781) 446-6303**

**Lincoln Metco
Ballfield Road
Lincoln, MA 01773
Lance Carter
Metco Trans. Manager
(617) 427-1545**

**Somerville Public Schools
181 Washington Street
Somerville MA 02143
Field Trip/Athletics
Marie Ferrari Asst. Super
(617) 625-6600 Ex 6010**

**Belmont Public Schools
Concord Ave
Belmont MA
8 Daily School & 2 METCO
Field Trips & Athletics
Donna Pini
(781) 993-5430**

**Foxboro & Arlington METCO
Lance Carter
(617) 427-1545**

Medford Public Schools
489 Winthrop Street
Medford MA
(781) 393-2200
16 Daily School Runs
Field Trips, Athletics

Newton Public Schools
100 Walnut Street
Newton MA
(617) 559-9051
Regina Moody
29 Daily School Runs
Field Trips, Athletics

CONTRACT SUMMARY

1/18/17

Municipality	Period	Option	Comment
Belmont Public Schools	7/1/14-6/30/17		Customer since 2001
Billerica Public Schools	9/1/16-8/31/19	2 one-year options (contract could potentially run through 8/31/21)	
Brookline Public Schools	9/1/15-8/31/18	2 one-year options (contract could potentially run through 8/31/20)	Customer since 2002
Cambridge Public Schools	7/1/15-8/31/20		Customer since 1997
Medford Public Schools	7/1/15-6/30/18	2 one-year options (contract could potentially run through 6/30/20)	
Arlington METCO	8/28/14-6/30/17	2 one-year options (contract could potentially run through 6/30/19)	
Belmont METCO	8/25/15-8/24/19	2 one-year options (contract could potentially run through 8/24/21)	
Dover-Sherborn METCO	8/28/14-6/30/17	2 one-year options (contract could potentially run through 6/30/19)	
Foxborough METCO	8/25/16-8/24/19	2 one-year options (contract could potentially run through 8/24/21)	
Lincoln METCO	8/25/16-8/24/19	2 one-year options (contract could potentially run through 8/24/21)	Customer since 2002
Newton Public Schools	7/1/12-6/30/17		
Northeast Metropolitan Regional Vocational Schod	7/1/14-6/30/17	2 one-year options (contract could potentially run through 6/30/19)	
Somerville Public Schools	9/1/14-8/31/17		Customer since 1999
Wellesley Public Schools	7/1/12-6/30/17		Customer since 1999
Wellesley Public Schools-New	7/1/17-6/30/22		Customer since 1999

New England Transit Sales, Inc.

January 6, 2017

Charles Winitzer
Eastern Bus Company, Inc.
P.O. Box 514
Somerville, MA 02143

Dear Chuck,

This letter is in response to your recent inquiry regarding new and used buses for the Newton Public School and Newton METCO contract.

I currently have more than a sufficient number of new buses and 2015 or newer used buses which I can deliver to you by June to meet the needs of the Newton Public and METCO school bus specifications.

The financing for these vehicles has been approved by Mercedes-Benz Financial Services.

I thank you for the opportunity to be of service and look forward to providing you with the equipment necessary to fulfill your contractual obligations should you be the successful bidder.

Sincerely,


George C. Logan



DIESEL DIRECT, INC.

Supply.Delivery.Management.

74 Maple Street
Stoughton, MA 02072
(888) 900-7787

Effective December 1,
delivering winter blend
where applicable

Invoice Date	Invoice#
1/15/2017	92407136
Customer#	
4150	
Terms: Net 25	

BILL TO:

Eastern Bus Co
Attn: Chuck Winitzer
PO Box 514
Somerville, MA 02143

DELIVERED TO:

Eastern Bus Co Medford

142 Mystic Ave
Medford, MA 02155

Date	Ticket	Description	QTY	Rate	Sales	Fed Tax	State Tax	Spill Fee	Line Total
01/09/17	203382	ULSD Clear	1,046.0	2.5586	\$2,676.30	\$257.47	\$251.04	\$1.26	\$3,186.07
01/11/17	203413	ULSD Clear	313.1	2.5389	\$794.93	\$77.07	\$75.14	\$0.38	\$947.52
Totals					\$3,471.23	\$334.54	\$326.18	\$1.64	\$4,133.59

PLEASE REMIT TO:

DIESEL DIRECT, INC.

PO BOX 135

Randolph, MA 02368

Invoice Summary	
Gallons	1,359.1
Fuel Sales Pre-Tax	\$3,471.23
Service Fees	\$0.00
Taxes	\$662.36
Total Due	\$4,133.59

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: EASTERN BUS COMPANY
- 2. WHEN ORGANIZED: 1997
- 3. INCORPORATED? YES NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A MBE? YES NO WBE? YES NO or MWBE? YES NO

* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

Please see separate letter

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? YES NO
IF YES, WHERE AND WHY?

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO
IF YES, PROVIDE DETAILS.

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:
(Use separate sheet if necessary)

Please see SEPARATE letter

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: CITY OF CAMBRIDGE

OWNER: _____

CITY/STATE: CITY OF CAMBRIDGE

DOLLAR AMOUNT: \$ 13,000,000 DATE COMPLETED: 6/15/

PUBLICLY BID? YES NO

TYPE OF WORK?: School Bus TRANSPORTATION
CONTACT PERSON: TINA FISHER TELEPHONE #: (617) 349-6860
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: CITY OF BILLERICA
OWNER: _____
CITY/STATE: CITY OF BILLERICA
DOLLAR AMOUNT: \$ 10,000,000 DATE COMPLETED: 6/15
PUBLICLY BID? YES NO
TYPE OF WORK?: SCHOOL BUS TRANSPORTATION
CONTACT PERSON: BIANCA TELEPHONE #: (978) 528-8500
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: WELLESLEY CITY
OWNER: _____
CITY/STATE: WELLESLEY
DOLLAR AMOUNT: \$ 10,000,000 DATE COMPLETED: 6/16
PUBLICLY BID? YES NO
TYPE OF WORK?: SCHOOL BUS TRANSPORTATION
CONTACT PERSON: DEAN MCGOLDRICK TELEPHONE #: (781) 446-6200
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: BROOKLINE CITY
OWNER: _____
CITY/STATE: BROOKLINE MA
DOLLAR AMOUNT: \$ 8,000,000 DATE COMPLETED: 6/15
PUBLICLY BID? YES NO
TYPE OF WORK?: SCHOOL BUS TRANSPORTATION
CONTACT PERSON: MANNY MURPHY TELEPHONE #: (617) 730-2452
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: 1/18/17 BIDDER: EASTERN BUS COMPANY
SIGNATURE: Charles Wintover
PRINTED NAME: Charles Wintover TITLE: PRESIDENT

END OF SECTION

P u r c h a s i n g

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. 3566

THIS AGREEMENT made this 5th day of April in the year Two Thousand and Seventeen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to her, and

Eastern Bus Company
Attn: Charles Winitzer
14 Chestnut Street
Somerville, Massachusetts 02143
617-628-6868 / 617-628-6414
ewinitzer@easternbusco.com

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. **SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid the following item or items:

SUPPLY AND DELIVER SCHOOL BUS TRANSPORTATION SERVICES FOR NEWTON PUBLIC SCHOOLS
Twenty Seven Million Nine Hundred and Sixty Five Thousand Nine Hundred and Fifty and no/100s Dollars
(\$27,965,950.00)

- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:
- a. This CITY-CONTRACTOR Agreement;
 - b. The City's INVITATION FOR BID #17-46 issued by the Purchasing Department;
 - c. The Project Manual for the **Supply and Deliver School Bus Transportation Services for Newton Public Schools** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
 - d. Addenda Number(s) 1,2 _____;
 - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications, as modified by an Award Letter dated March 27, 2017 ("Award Letter") and signed on behalf of the CITY and the CONTRACTOR;
 - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of this contract shall extend for a five (5) year period from July 1, 2017 through June 30, 2022 and may be extended for 456 days subject to the requirements of M.G.L. c. 30B, §13. Pricing for each line item and category will be fixed for the entire contract period as provided in the Award Letter with no change in the contract price and terms and conditions. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping or Work Order issued pursuant thereto in any one of the following circumstances:
- a. **FOR CAUSE.** If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination.
- b. **FOR CONVENIENCE.** The City may terminate this Contract at any time for its convenience and without penalty by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Contract is terminated for the convenience of the City, the Contractor shall be entitled to payment for any satisfactory work completed through the date of termination.
- c. **FOR NON-APPROPRIATION.** In the event that this Contract extends beyond the fiscal year in which it is first entered into, and notwithstanding any provision to the contrary, the City shall cancel this Contract in the event that funds are not appropriated or otherwise made available to support the continuation of performance by the Contractor in any subsequent fiscal year. Written notice of cancellation for non-appropriation shall be given not less than five (5) days prior to the effective date of cancellation and the Contractor shall be entitled to payment for any satisfactory work completed through the date of cancellation.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

- XXI. **PERFORMANCE BOND.** In accordance with the Project Manual, the Contractor shall provide to the City each year on or before the anniversary date of this Contract, a Performance Bond equal to 50% of the amount of this Contract for the next following calendar year. The amount of the annual Performance Bond shall be computed by dividing the total Contract amount by five (5), and multiplying the quotient by 50%.
- XXII. **CERTIFICATES OF INSURANCE.** The Contractor shall provide to the City each year on or before the anniversary date of this Contract, Certificates of Insurance meeting the requirements set forth in the Project Manual, evidencing coverage for the next following calendar year.
- XXIII. **RENEGOTIATION OF TERMS BASED ON GARAGE LOCATION.** The Contractor and the City agree that in the event that an acceptable site for garaging and maintaining the buses subject to this Contract is identified within City limits that would reduce the Contractor's costs, they shall negotiate any reasonable reductions to the Contract price. The parties agree to act in good faith and in a commercially reasonable manner to achieve an equitable modification, and agree that it would be to the mutual benefit of both to have buses garaged in the City rather than in some other municipality.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR
Eastern Bus Company

By *Charles Winzen*
Print Name Charles Winzen
Title President
Date 4/24/17

Affix Corporate Seal Here

CITY OF NEWTON

By *Nickolene*
Chief Procurement Officer
Date B.B.17
By *Ruth Goldma*
School Committee
Date 9/6/17

Certified that City funds are available in the following account numbers:

98704190-538301 \$2,614,500
98704290-538303 \$189,000
19SA18999-538301 \$950,400
32C3A17-58SBA70 (CABOT14) \$567,000

esignee,
pprove

By *Joann Oj*
Comptroller of Accounts
Date 9/20/17

Approved as to Legal Form and Character

By *Marie M. Pawler*
Associate City Solicitor

Date 9/25/2017

CONTRACT AND BONDS APPROVED

By *[Signature]*
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of EASTERN BUS COMPANY
(insert full name of Corporation)
2. corporation, and that CHARLES WINITZER
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected President
(insert the title of the officer in line 2)
4. of said corporation, and that on April 24, 2017
(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. CHARLES WINITZER the President
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: Chark Winitzer
(Signature of Clerk or Secretary)*
7. Name: Charles Winitzer
(Please print or type name in line 6)*
8. Date: May 1, 2017
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

AFFIX CORPORATE
SEAL HERE


* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

Charles Winitz

**Signature of Individual (Mandatory)



(Voluntary) or Federal Identification Number

Print Name: Charles Winitz

Date: 4/24/17

OR

Eastern Bus Company

Company Name
(Corporation, Partnership, LLC, etc.)

By: Charles Winitz

**Corporate Officer (Mandatory)

Print Name: Charles Winitz

Date: 4/24/17

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may 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.

CITY OF NEWTON, MASSACHUSETTS
PERFORMANCE BOND

Know All Men By These Presents:

That we, EASTERN BUS COMPANY, as PRINCIPAL, and NGM INSURANCE COMPANY, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of Two Million Seven Hundred and Ninety Six Thousand Five Hundred Ninety Five and no/100s Dollars (\$2,796,595.00) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date of April 5, 2017 for the construction of School Bus Transportation Newton, Massachusetts.

This bond has an effective date of 7/1/2017 and expires on 6/30/2018
Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, 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 Oblige, with or without notice to the SURETY, and during the life and 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 to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this 1ST day of MAY 2017.

PRINCIPAL
Eastern Bus Company

Charles Winitsen

BY Charles Winitsen
(SEAL)

PRESIDENT

(Title)

ATTEST: [Signature]

SURETY
NGM INSURANCE COMPANY

[Signature]
BY Debra J. Ezra
DEBRA J. EZRA (ATTORNEY-IN-FACT) (SEAL)

ATTEST: [Signature]

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Garrett G Post, Carl A Gerson, Keith Adams, Debra J Ezra, Robert G Lull, Bradley W Post**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office 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, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R Fox

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

John P. [Signature]



John P. [Signature]
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF815117
Expires 10/3/2018

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 1st day of May, 2017.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 9, 2017, the following officers were elected and remain in office:

- THOMAS M. VAN BERKEL CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
- EDWARD J. KUHL.....EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
- JEFFREY B. KUSCHEXECUTIVE VICE PRESIDENT, INSURANCE OPERATIONS
- BRUCE R FOX.....VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
- MICHAEL D. LANCASHIRE.....SENIOR VICE PRESIDENT, CLAIMS AND INTEGRATED CUSTOMER SOLUTIONS
- THOMAS T. FRAZIER..... SENIOR VICE PRESIDENT & CHIEF INVESTMENT OFFICER
- AMY J. FREDERICK..... VICE PRESIDENT & CHIEF INFORMATION OFFICER
- DEAN P. DORMAN VICE PRESIDENT & CHIEF ACTUARY
- DANIEL J. GAYNOR, NANCY L. GIORDANO-RAMOS, ROBERT T. HETZEL, JR.,
DEBORAH E. MURPHY, JANET M. ROOT, JOHN A. THOMPSON, JR. VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2016.

ADMITTED ASSETS	LIABILITIES
Bonds at Amortized Values \$1,486,908,524	Reserve for Losses \$706,951,233
Stocks at Market Value..... 375,048,488	Reserve for Loss Adjustment Expenses..... 127,000,840
First Mortgage Loans..... 15,012,569	Reserve for Unearned Premiums..... 498,421,523
Real Estate..... 4,071,652	Reserve for Other Underwriting Expenses 50,160,758
Cash in Office and Banks.....(1,237,634)	Reserve for Taxes, Licenses, and Fees..... 2,751,523
Short Term Investments 79,381,541	Loss Drafts in Transit 0
Agent's Balance (Less than 90 Days)..... 233,570,037	Other Liabilities 43,330,220
Accrued Interest 12,477,420	Total Liabilities 1,428,616,097
Other Assets..... 262,790,563	Policyholders' Surplus..... 1,039,407,063
TOTAL ADMITTED ASSETS..... 2,468,023,160	TOTAL..... \$2,468,023,160

Securities as deposited by law, included above = \$ 8,139,234

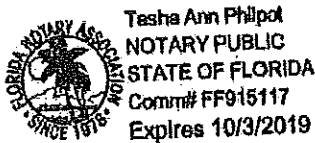
I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on this 16th day of March, 2017

IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 16th day of March, 2017

Bruce R. Fox
Vice President, General Counsel & Secretary



ACORD™

Client#: 971182

EASTEBUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/07/2017

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

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

PRODUCER
USI Insurance Solutions LLC
123 Interstate Drive
West Springfield, MA 01089
855 874-0123

CONTACT NAME: Lisa M. O'Neil
PHONE (A/C, No, Ext): 413-750-4256
FAX (A/C, No): 610-537-4670
E-MAIL ADDRESS: lisa.oneil@usl.com

Table with columns: INSURER(S) AFFORDING COVERAGE, NAIC #. Rows include INSURER A: STAM SELF-INSURED WC GROUP (99999), INSURER B, C, D, E, F.

INSURED
Eastern Bus Company, Inc.
PO Box 514
Somerville, MA 02143

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

CERTIFICATE HOLDER

CANCELLATION

City of Newton
Purchasing Department
1000 Commonwealth Avenue
Newton, MA 02459-1449

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

E. [Signature]

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