

**Bedford, MA Public School District  
Regular, METCO, and Intra-Town SPED  
Transportation Contract**

This Agreement made this 16<sup>th</sup> day of January, 2024, is hereby made by and between **Bedford Charter Service, 11 Railroad Ave., Bedford, MA 01730**, hereinafter called the "**Carrier**", and the **Bedford, MA Public School District**, hereinafter called the "**District**".

The parties agree as follows:

1. **Bid Specification.** The bid specifications dated on or about **December 13, 2023**, and the bids submitted by the **Carrier** in response to said specifications are hereby incorporated herein by reference and made a part of this agreement and survive the issuance of this agreement. In the case of a conflict between this Agreement and the bid specifications, the contents of this Agreement shall control. The **Carrier's** Cost Statement is attached to this contract.
2. **Term.** The **District** agrees to employ the **Carrier** as a transporter of school children for a period of (3) three school years commencing July 1, 2024, through June 30, 2027, with an option to extend the contract for (2) two, (1) one-year terms. The contract extension will be contingent on a satisfactory performance as determined by the School Committee. Such extension will be initiated by either the **District** or the **Carrier** approximately November 1, 2026 for the extension to begin July 1, 2027.
3. **Regular Routes.** The **Carrier** agrees to supply buses and drivers to transport pupils assigned by the **District**, on routes and at such times as developed by the **Carrier** and approved by the District's Superintendent, for each and every day that school is in session during the term of this agreement. Routes will be assigned to a regular driver. These route assignments will take precedence over assignments to charters and special events.

The **Carrier** shall, with the information provided by the **District**, transport pupils on the routes described which may be altered from time to time by the **District**, without additional expense, provided that the total mileage is not increased. Final determination of the schedules and routes shall be vested in the **District**.

**Other Routes (Field Trips, Athletic Trips).** These Routes shall be determined based on the needs of students at the discretion of the Principal or designee working in cooperation with the **Carrier**.

4. **Contract Price and Payment Procedures.** All transportation is to be conducted in accordance with the Contract Documents. The **District** shall pay the **Carrier** per the attached Exhibits - **Cost Statements**.

The **District** shall pay the Carrier for its services in ten (10) equal monthly payments and is due at the beginning of each month beginning in September.

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4. **Timing.** The routes should be arranged so that pupils will arrive at school no earlier than ten minutes prior and depart no later than 10 minutes past the scheduled arrival and dismissal times listed.

	<b>Arrival</b>	<b>Dismissal</b>
John Glenn Middle School (Gr. 6-8)	7:40 AM	2:16 PM
Bedford High School (Gr. 9-12)	7:45 AM	2:24 PM
Lane Elementary School (Gr. 3-5)	8:22 AM	2:46 PM
Davis Elementary School (Gr. 1 - 2)	9:02 AM	3:20 PM

*Note: these times are subject to change per bid agreement.*

5. **Fuel and Mileage.** The **Carrier** shall provide all the fuel required to operate the buses and the cost of fuel is included in the bid price.
6. **Extended/Shortened School Year.** In the event that the school year is extended beyond one hundred eighty (180) days, payment for such additional days shall be made to the **Carrier** at the agreed upon per day rate. The **Carrier** further agrees that if the school year is shortened to less than one hundred eighty (180) days for any cause, the contract reverts to Force Major defined in the bid request.

In the case of inclement weather, the decision whether or not to operate buses shall be made by the Superintendent or his/her designee. In the event of early dismissal, whether due to inclement weather or any other reason, the **Carrier** agrees to provide the standard quality bus service for such early dismissal, provided that the **District** shall furnish the **Carrier** with notice as soon as possible of such early dismissal.

7. **Equipment.** The **Carrier** agrees to provide, at the discretion of the **District**, up to twenty (20) diesel equipped sixty-five (65) or seventy-one (71) student passenger buses for regular routes and one (1) spare bus, as itemized in the bid submittal. All buses must bear "Bedford Charter Services" or "Bedford Public Schools" on both sides of the bus.

The **Carrier** further agrees that all vehicles will be equipped and maintained in accordance with applicable Massachusetts State Statutes and regulations of the Division of Motor Vehicles and the Department of Safety, now in force or hereafter adopted or promulgated and shall conform with all rules and regulations now in force or from time to time adopted and approved by the Massachusetts State Board of Education and/or the School Boards. These vehicles shall be subject to the customary inspections conducted by the State Motor Vehicle Department each year for school buses with copies of the inspection to be forwarded to the District's Superintendent of Schools. Buses shall be inspected by Official State Inspectors. The **Carrier** agrees that any additional buses added during the agreement shall be approved by the District's Superintendent after being inspected by Official State Inspectors.

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The **Carrier** agrees to strictly abide by and follow the policies adopted by the **District**, and as the policies may be reasonably amended from time to time, including audio and video tape capabilities.

Prior to August 1st of each school year the **Carrier** will provide the **District** with the vehicle identification numbers of all buses used to perform this agreement. In addition, each bus shall be assigned a route number. All vehicles substituted or added to the list of vehicles as submitted must have prior approval of the Superintendent or his/her designee.

8. **Spare and Additional Vehicles.** In addition to the regular buses and spare bus to be provided, the **Carrier**, when required and requested by the **District**, will, within thirty (30) days, furnish additional buses to meet unforeseen requirements on a temporary basis and within four (4) months furnish additional buses on a non-temporary basis as required that meet the specifications in Section 6. Any increase in the number of buses needed shall result in an increase in cost to the **District** at the agreed daily rate as described in the Exhibits - specifically, the Cost Statement for Regular Routes. The **District** in its sole discretion has the authority to determine that it is necessary to add additional buses to service the District's needs.
9. **Overloading Buses.** If a bus is threatened to be overloaded on any route, the District's School Board, Superintendent and/or Business Administrator will decide what steps are necessary to resolve the problem. The **Carrier** shall not carry any more students than the capacity of the vehicles used. Additional buses may be placed in service only after obtaining written consent of the District's Superintendent and/or Business Administrator.
10. **Repairs.** All repairs made to any vehicles under this agreement shall be made under the direction and at the expense of the **Carrier**; any replacement of equipment on a temporary or permanent basis shall be at the expense of the **Carrier** per bid agreement.

All bus expenses, including but not limited to, tolls, parking fees, cleaning, maintenance, upkeep, repairs, oil, grease, antifreeze, windshield washer fluid, licenses, tools, and the cost of providing overnight electricity to the diesel buses will be the sole responsibility of the **Carrier**. Records of maintenance expenses as well as records of all fuel necessary to operate buses shall be maintained by the **Carrier** and shall be open and available for review by the Superintendent, or his/her designee within seventy-two (72) hours of written notification.
11. **Operators.** All bus operators, including substitute drivers, shall have a Massachusetts School Bus Certificate and have advanced approval by the **District**. All bus drivers shall be a minimum of twenty-one (21) years of age.


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All bus operators, monitors and substitute drivers must have a current criminal history records check paid for by the **Carrier**. **The District** reserves the right to process its own CORI reports on a periodic basis. They must meet all qualifications set forth by federal statutes and regulations, as well as state statutes and regulations. The **Carrier** shall maintain a personnel file on each bus driver which shall be open for inspection by the **District**. No operator or substitute driver shall be considered an employee of the **District**, and the **Carrier** alone shall be responsible for the acts and omissions conduct or control of any and all personnel in its employ. Operators shall not use personal cell phones while operating the school bus or while students are on the bus. Operators shall obey all state and local traffic regulations. No operator shall permit students to leave the bus other than at a scheduled stop, except as authorized by the **District** or in the case of an emergency evacuation. Operators shall remain on the bus at all times while children are aboard, except as authorized by the **District**.

- 12. Insurance.** Automobile and general liability insurance shall be carried by the **Carrier** during the life of the Agreement. A minimum Comprehensive Liability coverage of one million dollars/two million dollars (\$1,000,000/\$2,000,000) per bodily injury/occurrence and no less than five hundred thousand dollars/one million dollars (\$500,000/\$1,000,000) with respect to property damages is required, as is a Vehicle Liability minimum of one million per bodily injury/two million (\$1,000,000 / \$2,000,000) per occurrence with Property Damages minimum of one million dollars (\$1,000,000) each occurrence. The insurance may be arranged under a single policy or by a combination of an underlying policy with the balance provided by an Excess or Umbrella policy. Such policy will name the **District** as an additional insured. A certificate of such insurance must be received by the District's Business Administrator annually or as otherwise appropriate to verify the continuation of the specified insurance without lapse of coverage or uninsured period. Said policy shall not be cancelable without thirty (30) days written notice to the **District**. The **Carrier** will immediately notify the **District** if the **Carrier** receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intends to cancel any part of such insurance upon receipt of the notice; such notice shall be in addition to any obligation of the insurance company or companies to notify the **District** as an additional insured.

The **Carrier** shall, at its sole expense, purchase and provide all such insurances that will properly protect it and the **District**, and their respective officers, agents and employees from any and all claims, demands, actions and causes of action, damages, costs, loss of service, expenses and compensation, including but not limited to any and all claims for personal injury, death and property damage which may, in any way, arise from or out of the operation of the **Carrier** pursuant to the terms of this contract, whether such operations be performed by the **Carrier** itself, or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of this agreement. Said insurance shall be in the amounts and in the form provided for in paragraph 1 of this Section 13.

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The **Carrier** shall maintain Workers' Compensation insurance for all employees engaged in the transportation of students. All bus drivers and other personnel engaged in the transportation activities set forth in the Agreement are the employees of the **Carrier**. A certificate of such insurance must be received by the District's Business Administrator annually or as otherwise appropriate to verify the continuation of the specified insurance without lapse of coverage or uninsured period. The **Carrier** will immediately notify the **District** if the **Carrier** receives any notice from the insurance company or companies providing such insurance coverage, that such company or companies intend to cancel any part of such insurance upon receipt of the notice.


- 13. Responsibility.** The **Carrier** agrees that during the entire time of providing transportation services under this agreement it will be solely responsible for the safety, welfare, conduct, and control of the pupils whom it is transporting. Operators shall determine the level of safety when releasing children and no child shall be released if conditions are not appropriate. **All pupil conduct issues will be reported to the appropriate school administration within 24 hours. The District will be responsible for imposing disciplinary action to the student as they deem appropriate.** The **Carrier** agrees that it will operate in accordance with the general policies of the **District**, but shall be considered an independent contractor to provide transportation for the pupils of the **District**.

**The Carrier will report any disruption of service that will delay delivery of students to or from school in excess of 10 minutes to the Superintendent of Schools or designee. This notification must happen as soon as the Carrier becomes aware of the situation. This would include delays that occur during field trips or co-curricular activities.**

- 14. Assignment of Interest.** The **Carrier** shall not assign, sublet, sell, or transfer its interest or any part therein, in this agreement without the written consent of the **District**.

- 15. Modification and Termination.** This agreement may be modified by the mutual consent of both parties at any time.

This agreement may be terminated by the **District** for unsatisfactory performance, if conditions arise making transportation of **District** students unnecessary, or if the legislative body does not approve funding for this contract. The **District** shall give written notice to the **Carrier** citing the unsatisfactory performance and if the performance of the **Carrier** does not improve to the satisfaction of the **District** within fourteen (14) days, the **District** may terminate this agreement by providing written notice to the **Carrier**. Notification of final termination, for any reason, will be final within fourteen (14) days from the date of receipt of the notice. Any termination by the **District** in the event of unsatisfactory performance, lack of appropriation by the legislative body or because transportation of pupils becomes unnecessary shall be without costs to the **District**. The **District** shall be liable to pay the **Carrier** only such amounts as are due to the date of termination as the Carrier's sole and exclusive remedy.

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In addition to any other requirements the **District** may have, the **District** shall have the right to declare the **Carrier** in default if (a) the **Carrier** becomes insolvent; (b) the **Carrier** makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition in bankruptcy court is filed by or against the **Carrier**.

After termination of this agreement, the **District** may employ another carrier to complete the terms of this agreement, and, in the case of termination for unsatisfactory performance, hold the **Carrier** herein responsible for any extra or added expense, loans, or damages suffered by the **District**.

**16. Compliance with Applicable Federal and State Laws.** Notwithstanding any other provisions of this agreement, the **Carrier** shall comply at all times with Federal and State laws and regulations, including, but not limited to Massachusetts General Law Chapter 71, Sections 7A, 7B, & 7C, Chapter 90 Section 7B and Section 15, and Chapter 151B.

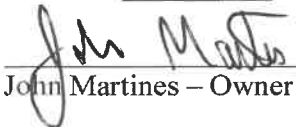
**17. Correspondence.** All correspondence between the **Carrier** and the **District**, during this contract extension, shall be directed to the following:

John Martines  
Bedford Charter Service, Inc.  
11 Railroad Ave  
Bedford, MA 01730

Julie Kirrane, Director of Finance  
Bedford, MA Public Schools  
97 McMahon Road  
Bedford, MA 01730

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each had been delivered to the **District** and the **Carrier**. All portions of the Contract Documents have been signed or identified by the **District** or its agents.

**Bedford Charter  
Service, Inc.**

  
John Martines – Owner

**Bedford Public School**

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
Cliff Chuang  
School Superintendent

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**Carrier Cost Statement**

<b>Regular Routes</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
Cost per Day per Bus			
For 4 School Transport	\$497	\$538	\$584
For 3 School Transport	\$497	\$538	\$584
For 2 School Transport	\$469	\$499	\$534
<b>METCO Routes</b>			
For HS/MS	\$615	\$655	\$695
For Elementary Schools (2)	\$640	\$675	\$715
Late Bus	\$350	\$370	\$390
<b>Special Education Intra-Town</b>			
Cost per Day per Bus			
Intra-Bedford Transport Only	\$275	\$311	\$352
Noon Pre-School Pick-up/Drop-off	\$83	\$89	\$95
<b>In-Town Late Bus Transport</b>			
Cost per Day per Bus			
For three (3) Busses	\$118	\$139	\$163
<b>Between School Transport</b>			
Cost per Day per Bus			
For one (1) Bus	\$100	\$110	\$120
<b>Field Trips / Athletic Trips</b>			
Price per mile	\$5.00	\$5.25	\$5.50
Price per hour Wait Time	\$95	\$100	\$105
Min Trip Cost	\$390	\$440	\$460

**Mileage Adjustment**

\$8.50

**Base Price for Fuel**

\$3.594

CARRIER: Bedford Charter Services, Inc.

ADDRESS: 11 Railroad Ave. Bedford, MA 01730

NAME: John Martines Owner

SIGNATURE: John Martines

Name

01/16/2024

Date

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