

7/1/17 through  
6/30/24  
Plus 3-1yr  
extensions

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES**

The following provisions shall constitute an Agreement between the Plymouth Public Schools, acting by and through its School Committee, hereinafter referred to as "PPS," and First Student, Inc., with an address of 600 Vine Street, Cinn, OH 45202, hereinafter referred to as "Contractor", effective as of the 20th day of January, 2017. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the PPS with all necessary equipment and personnel for the transportation of public school pupils attending Plymouth Public Schools, including the performance of all services set forth on the Request for Proposals issued by the PPS and the appendices thereto, which is attached hereto as Exhibit A and incorporated herein by reference.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing July 1, 2017 through June 30, 2024, subject to three (3) – one (1) year extensions which may be granted at the sole discretion of the PPS.

**ARTICLE 3: COMPENSATION:**

The PPS shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 38,256,260.20. The Contractor shall submit monthly invoices to the PPS for services rendered, which will be due 30 days following receipt by the PPS.

Notwithstanding the previous sentence, payments will be made from September through June for each year of the Agreement, calculated on the number of days per month and price per bus.

**ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. The Request for Proposals dated September 24, 2016.

2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the PPS shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The PPS may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the PPS that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The PPS may also terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the PPS, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the PPS. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the PPS and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the PPS with respect to any damages, expenses, or

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the PPS.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the PPS and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the PPS. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the PPS for any purpose.

**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the PPS or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance

of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts set forth in the Request for Proposals attached hereto as Exhibit A. Prior to commencement of any work under this Agreement, the Contractor shall provide the PPS with Certificates of Insurance which include the PPS as an additional named insured and which include a thirty day notice of cancellation to the PPS.

**ARTICLE 13: FORCE MAJEURE**

PPS shall excuse Contractor from performance under this Agreement when the failure to perform is caused by a force majeure event, subject to the conditions set forth in this Article. A force majeure event is any act, beyond the reasonable control of Contractor that materially interferes with performance including acts of God, natural disasters, and war or terrorism. Events not considered force majeure include, but are not limited to, the following: any act which would not have occurred if the Contractor had fulfilled its material obligations or was the result of Contractor's negligence; changes in general economic conditions including interest rates, labor costs, and energy prices; changes in Contractor's financial condition; and union or labor work rules. The excuse from performance is only to the minimum extent reasonably forced on the Contractor. The Contractor must use reasonable efforts to overcome the event and must give prompt notice to PPS of any force majeure event.

**ARTICLE 14: CHANGE IN LAW**

Should Federal or State legislation be passed after the date of this Agreement that would substantially and directly increase the Contractor's cost to provide the Services required by this Agreement the parties may agree to an increase in payment to Contractor commensurate with the substantial and direct cost increase to providing the Services under this Agreement caused by the change in law. Prior to any increase, Contractor shall provide PPS with satisfactory documentation to justify the substantial and direct increase in the cost of the Services.

**ARTICLE 15: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 16: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 17: COUNTERPARTS:**

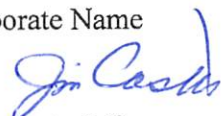
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Jim Castelli, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

59-2364035  
Social Security Number or  
Federal Identification Number

First Student, Inc.  
Signature of Individual or  
Corporate Name  
By:   
Corporate Officer  
(if applicable)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.


CONTRACTOR

PLYMOUTH PUBLIC SCHOOLS

By

by its School Committee

Jim Castelli   
Sr. Vice President  
Printed Name and Title

  
SCHOOL BUSINESS ADMINISTRATOR

Approved as to Availability of Funds:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
Title: Contract Sum  
571700/PLYM/0299

## BID FORM

## I. 71 Passenger Vehicles (Estimated needs = 68 Vehicles)

	Price per bus per day	x 68 buses	x 180 days = Annual Cost	School Year
A	\$ 402.32	\$27,357.76	\$4,924,396.80	2017-2018
B	\$413.38	\$28,109.84	\$5,059,771.20	2018-2019
C	\$ 424.75	\$28,883.00	\$5,198,940.00	2019-2020
D	\$ 436.43	\$29,677.24	\$5,341,903.20	2020-2021
E	\$ 448.43	\$30,493.24	\$5,488,783.20	2021-2022
F	\$460.76	\$31,331.68	\$5,639,702.40	2022-2023
FY01 G	\$473.43	\$32,193.24	\$5,794,783.20	2023-2024
SubTotal A-G	\$3,059.50	\$208,046.00	\$37,448,280.00	
FY25 H option year	\$486.45	\$33,078.60	\$5,954,148.00	2024-2025
FY26 I option year	\$499.83	\$33,988.44	\$6,117,919.20	2025-2026
FY27 J option year	\$513.58	\$34,923.44	\$6,286,219.20	2026-2027

## II. Late Buses (Estimated needs = 22 late buses x 2 days per week)

	Price per bus per day	x 22 buses	x 70 days = Annual Cost	School Year
A	\$ 50.69	\$1,115.18	\$78,062.60	2017-2018
B	\$ 52.08	\$1,145.76	\$80,203.20	2018-2019
C	\$53.51	\$1,177.22	\$82,405.40	2019-2020
D	\$54.98	\$1,209.56	\$84,669.20	2020-2021
E	\$56.49	\$1,242.78	\$86,994.60	2021-2022
F	\$58.04	\$1,276.88	\$89,381.60	2022-2023
G	\$59.64	\$1,312.08	\$91,845.60	2023-2024
SubTotal A-G	\$385.43	\$8,479.46	\$593,562.20	
H option year	\$ 61.28	\$1,348.16	\$94,371.20	2024-2025
I option year	\$62.97	\$1,385.34	\$96,973.80	2025-2026
J option year	\$64.70	\$1,423.40	\$99,638.00	2026-2027

DIESEL OPTION

**III. Field Trips and Athletic Events Buses**

(Estimated need: Buses for 100 field or athletic event trips. These trips will require an estimated 4,000 miles and 300 hours of waiting time.)

	Price per mile	x 4,000 miles	Annual Cost School Year	School Year
<b>A</b>	\$ 3.40		\$13,600.00	2017-2018
<b>B</b>	\$3.49		\$ 13,960.00	2018-2019
<b>C</b>	\$3.59		\$ 14,360.00	2019-2020
<b>D</b>	\$3.69		\$ 14,760.00	2020-2021
<b>E</b>	\$ 3.79		\$ 15,160.00	2021-2022
<b>F</b>	\$3.89		\$15,560.00	2022-2023
<b>G</b>	\$4.00		\$16,000.00	2023-2024
<b>SubTotal A-G</b>	\$25.85		\$103,400.00	
<b>H option year</b>	\$ 4.11		\$ 16,440.00	2024-2025
<b>I option year</b>	\$ 4.22		\$ 16,880.00	2025-2026
<b>J option year</b>	\$ 4.34		\$ 17,360.00	2026-2027

	Price per hour	x 300 hours	Annual Cost School Year	School Year
<b>A</b>	\$ 48.66		\$ 14,598.00	2017-2018
<b>B</b>	\$ 50.00		\$ 15,000.00	2018-2019
<b>C</b>	\$ 51.38		\$ 15,414.00	2019-2020
<b>D</b>	\$52.79		\$ 15,837.00	2020-2021
<b>E</b>	\$ 54.24		\$ 16,272.00	2021-2022
<b>F</b>	\$55.73		\$ 16,719.00	2022-2023
<b>G</b>	\$ 57.26		\$ 17,178.00	2023-2024
<b>SubTotal A-G</b>	\$370.06		\$111,018.00	
<b>H option year</b>	\$58.83		\$ 17,649.00	2024-2025
<b>I option year</b>	\$ 60.45		\$ 18,135.00	2025-2026
<b>J option year</b>	\$ 62.11		\$ 18,633.00	2026-2027



## IV. Performance Bond

	Performance Bond Annual Price	School Year
A	\$ 28,250.00	2017-2018
B	\$ 29,000.00	2018-2019
C	\$29,750.00	2019-2020
D	\$30,500.00	2020-2021
E	\$31,250.00	2021-2022
F	\$32,000.00	2022-2023
G	\$ 32,750.00	2023-2024
SubTotal A-G	\$213,500.00	
H option year	\$ 33,500.00	2024-2025
I option year	\$34,500.00	2025-2026
J option year	\$35,500.00	2026-2027

## BID SUMMARY

Subtotal Section I	\$37,448,280.00
Subtotal Section II	\$593,562.20
Subtotal Section III	\$ 214,418.00
Total of Sections I – III	\$ 38,256,260.20

*The total bid price price for 7 years (excluding performance bond prices) Sections I - III will determine the low price bid. In addition, a present value calculation using 1.0% interest rate for each future year after Year 1 will be used to calculate the lowest bid.*