INVITATION FOR BID

FILE NO: 8949A

COMMODITY: Rebid-School Transportation Services

NAME OF BIDDER

BIDDER’S FED. ID.

If, at the time of the scheduled bid opening, City hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.

TO: Elizabeth Unger, Purchasing Agent
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

PH: (617)349-4310

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the Cambridge Chronicle on Thursday, February 20, 2020 which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Massachusetts Ave., Room 303, Cambridge, MA 02139 by 11:00 A.M. on Thursday, March 5, 2020. This bid may be downloaded from the City’s web site, www.cambridgema.gov/departments/purchasing, Current Bid Opportunities, View Invitation for Bid, File No. 8949A.

Parking is limited at this location. It is strongly recommended that the bids are mailed or delivered in advance of the due date and time. Late bids will not be accepted.

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Request for Quote and all attachments hereto. "The submitted bid must be without conditions, exceptions or modifications to the bid document".

The envelope containing the bid must be labeled: "This envelope contains a bid for “School Transportation Services” opened at 11:00 A.M. on Thursday, March 5, 2020. The bid and all documents submitted with it are public records.

The subject line of your email should be: File No. 8949A: Rebid-School Transportation Services.

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Request for Quote.

This bid includes addenda numbered: ________________________________

SIGNATURE OF BIDDER: ________________________________

TITLE OF SIGNATORY: ________________________________

ADDRESS OF BIDDER: ________________________________

TELEPHONE NUMBER: ________________________________

EMAIL ADDRESS: ________________________________

Please check one of the following and insert the requested information:

( ) Corporation, incorporated in the State of: ________________________________

( ) Partnership. Names of partners: ________________________________

( ) Individual: ________________________________

NAME OF BIDDER: ________________________________
GENERAL TERMS AND CONDITIONS

LAWS:
All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY:
The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

TAXES:
Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES:
Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES:
Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

PAYMENT SCHEDULE:
Payment shall be in accordance with milestones specified in the scope of work. The City shall prepay for goods or services.

DELIVERY AND PACKAGING:
Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS:
Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS:
The City reserves the right to reject any and all bids if it is in the best interest of the City to do so.

AWARD OF CONTRACT:
Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned. The continuation of any contract into the next fiscal year shall be subject to the appropriation and availability of funds.

INDEMNITY:
Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

TERMINATION OF CONTRACT:
Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days' notice.

ASSIGNABILITY:
The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

NAME OF BIDDER: ____________________________________________________________
File No. 8949A Rebid: School Transportation Services; Submit Invitation for Bid
Prior to 11:00 a.m. on Thursday, March 5, 2020

TO: Elizabeth Unger, Purchasing Agent
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned hereby proposes to provide School Bus Transportation Services for the Cambridge Public Schools all in accordance with the attached specifications.

One award will be made to the lowest responsive and responsible bidder providing the lowest price as a result of this Invitation for Bid.

A contract will be awarded within forty-five days of the bid opening, unless award date is extended by consent of all parties concerned.

Prior to the Bid opening, a bidder may correct, modify or withdraw its Bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original Invitation for Bid submitted for the particular commodity and indicating the date and time of the quote opening.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder’s terms & conditions.

PLEASE SUBMIT YOUR BID IN DUPLICATE

Performance Bond Requirement
The successful bidder shall provide the City annually with a performance bond securing its satisfactory performance in an amount equal to fifty (50) percent of the annual contract price. The performance bond shall be issued by a surety authorized to do business under the laws of the Commonwealth of Massachusetts and shall be in a form acceptable to the City.

Questions
Questions concerning this Request for Quote must be submitted in writing and either emailed to: purchasing@cambridgema.gov or delivered to the Office of the Purchasing Agent, Elizabeth Unger, City Hall, 795 Massachusetts Avenue, Room 303, Cambridge, MA 02139 by Wednesday, February 26, 2020 at 1:00p.m. An addendum will be posted to the City Website to notify bidders of the questions and answers. Prospective bidders are responsible for checking the City’s website for addendum.

Living Wage Requirements
The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2018 is $16.15 per hour. The Living Wage Requirements are attached.

Prevailing Wage Rates
Attention is called to the fact no less than the minimum Prevailing Wage Rates as set forth in the Schedule contained in the specifications must be paid under this contract. The Prevailing Wages are attached.

Wage Theft Prevention Certification
In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide certifications or disclosures with their bids/proposals. Failure to provide the certifications or disclosures shall result in rejection of the bid/proposal. Please see the Wage Theft Prevention Certification form attached.

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Confidentiality and Public Records Law
All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

Bid Results
The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Please check the website for Addenda before submitting your bid to the City. Bidders will not be notified individually of Addenda.

NAME OF BIDDER: _______________________________________________________________
I. General Information

The City of Cambridge/Cambridge Public Schools (referred to hereafter as CPS) intends to award a contract for the provision of school bus transportation services to school children of the City of Cambridge in accordance with the provisions of the Laws of the Commonwealth of Massachusetts, which obliges the school departments of Cities and Towns to provide eligible resident students with adequate transportation to and from school. Also included in this contract will be the provision of school bus transportation services for CPS Athletics & Field Trips.

Bidders must demonstrate the ability to meet the requirements specified in this document, including all of the Quality Requirements, and submit a complete bid.

CPS will conclude the fifth year of its current contract for school transportation on August 31, 2020. The new contract will be for a period of five (5) years from September 1, 2020 to August 31, 2025. The Contractor will be expected to be fully ready to deliver school transportation services beginning in September of 2020, with all needed advance planning happening before the start of the contract period. Summer school transportation services during the summers of 2021 through 2025 fall within the contract period and are included.

The award shall be contingent upon approval by the Cambridge School Committee. The performance of and payment for obligations for each year of this multi-year contract will be subject to the appropriation and availability of funds and the satisfactory performance of the vendor. In addition, the execution of a contract is contingent upon approval from the Cambridge City Council.

CPS reserves the right to use its own personnel and/or equipment to perform transportation services when deemed necessary or expedient and to award additional contracts for transportation services as deemed necessary.

The Contractor shall give personal attention to the performance of the contract and will not subcontract or assign the work under the contract in whole or in part without prior written approval of CPS. The Contractor shall furnish to CPS the name (or names) and phone number/s of personnel who will be responsible for coordinating transportation arrangements under the contract.

It will be the responsibility of the Contractor to adhere strictly to the directives of the CPS. Tardiness will not be tolerated and failure to provide services as agreed upon, except in extreme circumstances, may be considered a breach of contract and will be subject to appropriate action by CPS.

II. Scope of Services Overview

CPS will receive sealed bids for the provision of transportation services for the Cambridge Public Schools. This includes Regular Bus transportation services, as well as Athletics & Field Trip transportation services.

Regular Bus Transportation Services

Regular Bus transportation is for the transport of students living in Cambridge to and from schools in Cambridge in both the academic year and for summer school programs. Regular Day transportation refers to AM and PM runs at the start and at the end of the school day. CPS may also schedule additional late runs to leave schools between the hours of 4:00 and 6:00 PM, generally during the academic year only. All pupils will be picked up and dropped off at designated Cambridge schools and bus stops at appointed times.
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Unless otherwise stated, each academic year is anticipated to be approximately 180 days and summer school is anticipated to span 30 days. The school calendar shall be determined by the CPS Superintendent and/or the School Committee. Both the school calendar and school sessions are subject to change at any time during the year by the Superintendent. These changes may include changes to start times, end times, or the length of school days. The Contractor must adhere to any schedule changes and provide vehicles and drivers which will enable students to be dismissed without disruption or delay. CPS will assume no responsibility, financially or otherwise, for services when school is not in session because of vacations or the cancellation of sessions due to inclement weather or other extreme emergency. The Contractor will be notified immediately by telephone when the decision to cancel school due to inclement weather or other emergencies has been made. The Contractor will provide the telephone number of a “back-up” person to contact in such instances.

CPS anticipates 38-48 buses will be necessary to transport approximately 2,800 students on Regular Day bus routes during the academic year and 10-14 buses will be necessary to transport a varying number of students on Regular Day bus routes for summer school. However, CPS makes no guarantees as to the number of buses that will be required or to the number of students to be served over the duration of the contract. The number of pupils will vary according to the need, and no minimum or maximum can be established. CPS will attempt to give the Contractor five business days of notice when additional or fewer buses will be required during the term of the contract. Any additional vehicles must be in compliance with all terms of these specifications. The Contractor agrees to no disruption in service. If at any time a Contractor fails to furnish the required number of vehicles for Regular Bus transportation, CPS shall be free to hire a vehicle and driver to rectify the situation and the entire cost of said vehicle and driver shall be borne by the Contractor.

Daily bus routes currently occur in the morning between 7:00 - 9:00 AM and in the afternoon between 1:45-4:45 PM, with the majority of both AM and PM runs lasting approximately 2 hours. The starting and ending times of school day sessions at CPS fall between 7:55 AM - 4:00 PM. The schools are on a four to five tier bell schedule with final arrival bell times of 7:55, 8:25, and 8:55 AM and dismissal bell times at 1:55, 2:25, 2:55, 3:30, and 4:00 PM. [Sample schedules (subject to change) are attached at the back of these specifications as Appendix A.] All buses must drop students off between fifteen (15) and thirty (30) minutes before the final arrival bell in the AM, and all buses must be at the schools in the PM no later than five (5) minutes before dismissal time and may not leave the school any earlier than ten (10) minutes after dismissal. CPS reserves the right to change the tiered bell system as necessary, including increasing or decreasing the number of tiers and/or changing school bell times. Summer school is a one-tier system but generally operates within the same windows of time as described above for the academic year.

Outside of these school day hours, CPS may schedule additional late runs leaving schools between the hours of 4:00 and 6:00 PM and taking approximately 1.5-2 hours to complete. We anticipate generally 5-15 late runs per day scheduled Monday-Thursday at any given time during the months of October - May, although this schedule is subject to change.

Regular school schedules will be available on or near August 1 for each year. An early release day is scheduled usually once a month (usually two hours earlier than normal closing). A schedule will be provided by CPS to the Contractor as soon as possible of the anticipated early release days. In addition, twice each school year, all CPS students shall participate in emergency bus evacuation drills on location at each school. Drills shall be scheduled for each school in consultation with the Contractor. The Contractor shall provide buses and drivers at no additional cost to CPS for the evacuation drills.

All Regular Bus services shall be billed at the daily rates submitted by the Contractor in the bid pricing sheet. Any costs incurred by the Contractor as a result of the Contractor’s failure to meet the established schedules shall not be subject to reimbursement. This includes delays caused by, but not limited to, mechanical problems, driver performance, weather, and abnormal traffic conditions.

NAME OF BIDDER: ______________________________________

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Note that CPS may employ one or more drivers whom the Contractor shall be required to utilize for bus routes during the academic year and the summer. A separate bid price is requested in the bid pricing sheet for the bus utilizing this driver. Should CPS’s driver be unavailable, the Contractor will supply a driver and bill CPS at the standard daily rate.

Athletics and Field Trips

The Contractor will also provide transportation for Athletics and Field Trips, both inside and outside of Cambridge on a fee for service basis. Cambridge Athletics is currently part of the Dual County League, but CPS does not make any guarantees as to league membership. The Contractor will be responsible for scheduling buses for all Athletic Trips and Field Trips taking into account the demands of the regularly scheduled bus fleet. Athletics and Field Trips shall not interfere in any way with Regular Bus transportation. In particular, the fact that a bus is detained at an Athletic or Field Trip shall not result in a bus being unavailable for regularly scheduled school transportation, even if the bus is detained at the request of a representative of CPS, or through no fault of the Contractor. The Contractor shall be prepared for seasonal fluctuations, make-up dated events, athletic tournaments and special events. CPS makes no guarantees as to the number of Athletics or Field Trips.

Reservations for Athletics Trips are the responsibility of the Athletics Director or his/her designee, and reservations for Field Trips are the responsibility of school principals or their designees. The seasonal Athletics schedule shall be sent to the Contractor approximately one month before the start of the season with weekly confirmation of the schedule thereafter. Schools shall attempt to contact the Contractor at least one (1) week in advance to reserve transportation. The Contractor is obligated to provide an estimate of the cost of the trip and follow-up with a written confirmation and itinerary sent to the requestor and to the CPS Finance Office. Routing of Athletics and Field Trips is the responsibility of the Contractor and shall be accomplished in the most cost-effective and safest manner possible.

For Athletics, all vehicles are expected to remain at the destination site, or, for destinations where onsite parking is not available, a suitable parking lot readily accessible within 15 minutes of the destination site, for the full duration of the event unless otherwise indicated in writing by the Athletics Director or his/her designee. For Field Trips, the School Principal or his/her designee will indicate at the time of reservation whether the bus is required to stay for the duration of the event, which should be duly noted on the reservation confirmation. If a driver is given permission to leave the site of an Athletic event or Field Trip and the vehicle does indeed leave the site, the Contractor shall not bill (beyond the minimum as given in the bid pricing sheet) for hours during which the vehicle is offsite.

CPS reserves the right to schedule multiple pick-ups and drop-offs, including between CPS and other school districts for Athletics and Field Trips.

The school administration will make every effort to give the Contractor twenty-four (24) hours advance notice in canceling individual Athletics and Field Trips. The Contractor may bill CPS one hundred ($100) dollars if a request is canceled after the bus has already left the yard, or if a bus arrives at a scheduled pickup location/time but no students get on the bus; otherwise no payment will be made to the Contractor for cancellations.

School cancellations or early closings due to inclement weather will result in all Athletic and Field Trips being cancelled unless the Contractor is notified to the contrary by the school at least two (2) hours prior to the scheduled departure. CPS will not incur any cost for Athletics and Field Trip cancellations caused by school closures.

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All bids should be based on utilizing a sixty-five (65) or greater passenger bus. The Contractor shall not charge the CPS for time resulting from mechanical problems, driver performance, or any other fault of the Contractor. Only tolls incurred while passengers are on the bus shall be reimbursed at cost.

Under certain circumstances which include but are not limited to trips of unusual distance or duration or scheduling issues, CPS reserves the right to contract by special agreement with other parties to provide Athletics or Field Trip transportation services.

III. Vehicle Specifications

It shall be the Contractor's legal and financial responsibility to see that all vehicles and equipment and operation of the same conform through the duration of this contract to all requirements of the laws of the United States, the Commonwealth of Massachusetts, and the regulations of the State Registry of Motor Vehicles and/or the State Department of Public Utilities and/or any other federal or state agency having jurisdiction.

The Contractor shall agree to keep each vehicle in good appearance and in good working condition and to furnish at the Contractor's expense all necessary fuel, oil, grease, tires, and other supplies, as well as properly maintain and repair vehicles throughout the entire period of the contract. The Contractor shall procure and maintain all applicable permits, licenses, and approvals necessary for the performance of services under this contract at the Contractor's expense.

As part of the Cambridge commitment to preserving a greener community, we request that this contract be priced with two separate vehicle fleets: 1) the base price with 100% conventional vehicles 2) the alternate price with two (2) electric vehicles, and conventional vehicles for the remainder of the fleet. CPS currently owns one electric bus and reserves the right to purchase or lease additional vehicles to be used for the purpose of transporting students.

At no time during this contract shall any vehicle in service exceed six years old (current calendar year of Contract minus model year) or have more than 100,000 miles on the odometer.

Upon the request of CPS, the Contractor will provide the age and odometer reading for any/all vehicles being used to provide CPS transportation services, as well as most recent inspection reports.

All vehicles shall also meet the following general specifications:

- Sixty-five (65) or greater passenger bus.
- The vendor must own a minimum of 2 sixty-five (65) or greater passenger buses able to accommodate wheelchairs (not necessarily for the exclusive use of CPS).
- Minimum of 13 inches of seating space per passenger, exclusive of the driver.
- May be either front or rear engine.
- Automatic transmission
- Air or Hydraulic brakes
- Electric or Air assist service door
- Factory installed state of the art lap seat belts which shall be industry standard color coded (3 colors) and Child Checkmate System or equivalent
- Heater exterior mirrors
- Acoustic head liner above the driver’s seat to reduce noise and distractions
- Flashing lights: 8 light package with stop arm
- Rear exit door equipped with a buzzer to alert the driver if it is opened when students are on board
- One-inch 3M Diamond Grade reflective tape surrounding the exterior and interior of all exit windows
- Heating, lighting, mirrors, signs, identification markings, colors to meet all Federal and State

NAME OF BIDDER: ___________________________________________________________
standards for school buses
- Evacuation markings on the interior roof of each bus

Under no conditions shall buses be operated when the operator’s vision is impaired by conditions of the glass surface to the point where the safety of school children is placed in jeopardy.

Buses must be clean at all times and be kept free of noxious odors.

CPS will provide individual bus route signage that must be displayed and readily visible on two sides of the vehicle at all times for and only for the route in progress.

A full list [see attached sample Equipment Description Form as Appendix B] of the daily buses to be used to fulfill this contract, as well as four spare buses, will be required from the Contractor before August 1 for every contract year. This list should be updated throughout the contract term as changes occur. Only equipment described in the required Equipment Description Forms or equivalent equipment as approved by CPS shall be used in the performance of these contracts. Reasonable rotation of approved equipment will be permitted. CPS reserves the right to reject any vehicle not meeting the specifications set forth above.

All required inspections, including those done by the Registry of Motor Vehicles and those mandated by Chapter 766 or other laws, performed on any vehicles used to fulfill the conditions of these contracts shall be at the Contractor's expense, and copies of all reports, summaries, checklists, corrective action required, and all other recommendations or findings communicated to the Contractor by the Registry of Motor Vehicles or other inspection agency shall be filed by the Contractor with the CPS Transportation Manager, 158 Spring Street, Cambridge, MA, 02141 within three (3) business days of their receipt by the Contractor.

In addition, CPS reserves the right to inspect any or all vehicles at any reasonable time. Furthermore, CPS shall have the right to schedule individual buses on a rotating or random basis for a third-party inspection of major safety and comfort factors on a schedule of reasonable convenience to the Contractor, with the cost of such inspection to be met by CPS. Buses which are deemed not in compliance with applicable laws and/or the equipment specifications set forth in this document may not be used to provide transportation to pupils of the City of Cambridge and must be replaced or repaired.

IV. Technology-Related Requirements

Two-way Communication

All drivers transporting students must be in possession of a two-way radio device, provided by the Contractor and approved by CPS, capable of communicating from the bus to any necessary CPS personnel and emergency personnel (police, fire, ambulance) and reachable by CPS personnel at all times while the driver is on a job; no personal cell phones may substitute for this system. The Contractor must provide and maintain appropriate base station equipment at a location to receive and transmit messages to all of the vehicles used in fulfilling this contract. Designated staff of the Contractor must be accessible at all times that vehicles are transporting students. In addition, CPS shall be furnished with a radio unit that connects to the Contractor’s communication system.

Cameras

The Contractor must provide that all vehicles used for Regular Bus transportation be equipped with visual/audio recording devices according to the following technical specifications and maintain these

NAME OF BIDDER: ____________________________________________________________
devices. The Contractor shall enable CPS to access data, including any necessary software or hardware, from the Transportation Office at CPS, to all activity that took place during any run on any bus, as needed.

All media data recorded on CPS transportation runs shall be confidential and remain the property of CPS and will not be shared without express written permission from CPS. Each bus will bear a notice posted prominently on the front interior which states the following: NOTICE: AUDIO AND VIDEO RECORDING EQUIPMENT IS IN USE ON THIS VEHICLE.

Technical Specifications for Bus Video Camera System:

1. Camera
   a. Hi Definition (HD) color cameras at 720p resolution or better.
   b. At least four interior cameras in each bus aimed as follows:
      i. Front facing the road.
      ii. Front facing the driver and front door.
      iii. Middle facing back.
      iv. Front facing back.
   c. Wide angle view capability.
   d. Infrared night vision capability.

2. Video Capture
   a. On-board storage sufficient to capture and hold at least 30 days of footage from each camera.
   b. Speed and position data included on recorded video track.

3. Server
   a. Server configured as specified by the Camera provider.
   b. Server hosted, secured and maintained by the bus vendor.
   c. Full and secure remote access to video data for designated CPS personnel.
   d. Graphical User Interface for CPS personnel to access video data, and to execute bus video retrieval and download functions.
   e. Ability for designated CPS personnel to select camera data and start and stop video frames for download and viewing.
   f. Ability to export retrieved video segments in non-proprietary formats, such as AVI or MP4.

4. Data Transmission
   a. Ability to physically remove and access video capture storage devices and download the video data.
   b. Wifi access points available at each bus yard to download video data.
   c. Better than -65 dBm Wifi signal at all bus locations in the bus yards.
   d. Secure Wifi transmission capability using WPA2 encryption.

Contractor GPS System

Installation of a Contractor GPS System, including systems that are factory installed, is contingent upon approval from the Cambridge City Council. If the Contractor currently uses a GPS System, the Contractor shall enable CPS to access to the Contractor’s GPS data, including any necessary software or hardware, from the Transportation Office at CPS to all activity that takes place during any run on any bus, as needed. This access also is contingent upon the approval of the Cambridge City Council.
CPS Transportation Management System

Subject to the approval of the Cambridge City Council all vehicles, as requested by CPS in accordance with the district’s planned rollout, must be equipped with the hardware components of the district’s new Transportation Management System. The system will be used for route planning, school bus tracking by GPS, and student tracking using RFID cards. System components have been sourced by CPS, will be installed by CPS designees, and will remain the property of CPS. The system will be piloted at select schools early in year one of the contract, with full implementation across all Regular Bus routes expected over the course of year one. CPS reserves the right to require that additional buses to be used for Field Trips and Athletics also be equipped (by CPS) with the system, although this is not anticipated to be required in the near-term.

With regard to the Transportation Management System, the Contractor shall:

- Facilitate and make buses available for secure installation of transportation management hardware, including:
  - GPS
  - RFID Reader
  - Driver Console
  - Security mounting devices
- Provide electrical and space for hardware installation.
- Report to the CPS Transportation Director, within 2 hours, any malfunction in the operation, mounting or security of bus-installed hardware.
- Report to the CPS Transportation Director immediately in the event of loss or theft of any bus-installed transportation management hardware.
- Provide replacement hardware-installed and operational vehicles within 1 hour during active route hours whenever bus hardware malfunction is identified.
- Adhere to and enforce CPS operational and safety rules and procedures governing onboarding and disembarkation of students with respect to RFID sensing.
- Follow CPS procedures governing data communication via Driver Console and other means.
- Sign, as the contracting entity, the CPS Student Data Privacy Agreement [see attached Appendix C]. Contractor may be required to obtain from each bus driver an affidavit ensuring their compliance with the CPS Student Data Privacy Agreement.
- Ensure that all drivers are adequately trained in CPS hardware use and data procedures and adhere to them.
- Facilitate availability of all CPS drivers for operational training in use and care of installed hardware.

V. Personnel Specifications

It shall be the responsibility of the Contractor to hire personnel to operate and monitor all vehicles, with the exception of the one bus which shall be operated by a bus driver employed directly by CPS. The Contractor shall (with the exception of CPS drivers) employ all drivers and monitors, pay all salaries and benefits, screen, evaluate, train, supervise, and discharge drivers and monitors as necessary for the effective performance of this contract.

It is the obligation of the Contractor to ensure that operators and equipment meet the highest of standards possible for the transportation of each child. Therefore, it is to be understood and agreed that in fulfillment of this proposal the Contractor shall regularly assign only permanently employed, reliable, and carefully selected drivers and monitors.

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The Contractor shall maintain a personnel file for each employee connected with the performance of this contract. The files shall include the history of each driver and monitor while in the employ of the Contractor. CPS reserves the right to examine the complete personnel file of any employee who is connected with the performance of this contract. All of the Contractor’s personnel should be made aware of this fact by granting CPS their permission in writing to examine their personnel file before he or she begins work for CPS. The Contractor shall retain this written permission as part of the personnel file for each employee.

CPS reserves the right to require the Contractor to reject or remove any driver or monitor.

All drivers must be properly licensed and certified to operate school buses in accordance with Commonwealth of Massachusetts regulations and be familiar with the law, rules, and regulations pertaining to the operation of school buses. The Contractor shall ensure that all drivers and monitors have had a Criminal Offender Record Information (CORI) check and a Sex Offender Registry Information (SORI) check performed, as well as a fingerprint based criminal background check with satisfactory results and that their licenses and certificates are current before driving for CPS. The Contractor must provide CPS with written documentation attesting to the fact that a complete background check has been conducted and reviewed and is satisfactory for all drivers and monitors prior to their operating or monitoring any CPS bus. CPS may request documentation of licensing and/or school bus driver certificates as assurance and/or perform its own CORI/SORI/fingerprint based criminal background check on any driver or monitor working under this contract. The cost of any such background checks shall be borne either by the Contractor or the individuals themselves and not by CPS.

The Contractor must provide evidence of compliance with all state and/or federal requirements for drug and alcohol testing. The submission should provide information regarding company policy regarding substance abuse and company procedures for drug testing both for cause and at random.

The Contractor shall be ready to deliver school transportation services beginning the first day of school each year, with all needed advance planning happening before the start of the school year. The Contractor shall submit to the Transportation Office a list of drivers and bus route assignments by the first week of school, and CPS will notify the Contractor of any known changes to enrollment over the summer. The Transportation Office must be notified in writing whenever a change of drivers or route assignments among drivers occurs during the school year. Except in emergencies the same driver shall be assigned to both the AM and PM pick-ups of the same groups of children. The Contractor shall submit to the Transportation Office a driver and monitor assignment list by bus name/number on a daily basis.

All drivers and monitors must attend all required CPS trainings through the school year to be eligible to drive for Cambridge. Trainings will include but are not limited to orientation and safety trainings. The Contractor must inform CPS of any new drivers and new monitors hired after the beginning of the school year, and any new drivers and monitors shall be required to undertake any of the aforementioned training he or she has missed at the soonest opportunity available. CPS will schedule make-up trainings for this purpose.

All drivers and monitors will be required to obtain a photo identification card supplied by CPS prior to transporting or riding with Cambridge students. All drivers and monitors will be supplied with one photo ID at no cost to the Contractor. Replacement IDs will be at the Contractor’s expense in the amount of $25 each. Drivers and monitors must be neat in appearance and wear their photo IDs every day.

A PM monitor, employed by the bus company, must be present for all Regular Day bus routes during the academic year. The Contractor must supply a substitute when a regular monitor is unavailable. CPS also currently requires four monitors who work both AM and PM runs. CPS reserves the right to require more or fewer monitors during the AM runs. Monitors for summer school and late runs will be

NAME OF BIDDER: ___________________________________________________________
by request. All monitors are required to be on the bus before the first student boards and remain on the bus until the bus has emptied of students.

The Contractor shall pay school bus drivers employed under this contract in accordance with the attached prevailing wage rate as determined by the Department of Labor and Workforce Development, Division of Occupational Safety.

The City of Cambridge also has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge’s Living Wage as of March 1, 2019 is $16.15 per hour. [The Living Wage Requirements are attached.] The Contractor must meet or exceed the Living Wage as it may change during the term of the contract period or renewal.

The Contractor agrees to furnish an operations manager/dispatcher, to be readily available to work with CPS personnel on all transportation matters. This person shall be assigned to coordinate transportation arrangements under this contract, and to carry out the instructions of the Transportation Director or designee. This person shall be reachable at all times during CPS transportation hours of operation (7am to 6pm), assist in annual school bus routing, routing changes, and special transportation arrangements due to unforeseen circumstances. The Contractor shall work with CPS whenever and as often as they are needed to do so, assisting in matters pertaining to school bus transportation in which contract vehicles and or personnel are involved.

CPS reserves the right to require a replacement operations manager/dispatcher in the event of poor performance. Poor performance may include, but is not limited to, inadequate customer relations skills or lack of management skills.

The Contractor may not change or remove the operations manager/dispatcher without agreement in writing from the Chief Operations Officer or his designee.

**VI. Operational Specifications and Responsibilities**

CPS will have administrative and policy control of the transportation program.

Route planning will be a joint responsibility between the Contractor and CPS taking place immediately upon contract signing and annually in June thereafter. Routes will be based on student address, school of attendance, tentative route, and school opening/closing times. The Contractor and CPS will work together to identify the most efficient route, stops, and tiered schedule to accommodate the transportation of each student. The Contractor may make recommendations for improving bus routing throughout the year. However, all final decisions will be made by CPS. Once routes are delineated, all drivers will be expected to adhere to prescribed routes, with the exception of when a route is impassable due to detours or other obstructions, unless a route change is requested or formally approved by the CPS Transportation Manager. Schedules and routes are subject to change during the term of the contract upon three (3) school days written notice, or upon shorter notice if agreed to by the Contractor.

The Contractor shall utilize its fleet to its maximum efficiency and notify the Transportation Office of lapses in pick-up service or operation times. The dispatching and day-to-day control of all vehicles shall be the responsibility of the Contractor, except as otherwise indicated. Each driver shall make two-way communications contact every morning and afternoon with the dispatcher in order to ensure that the communications system is working properly.

The procurement of fuel is the responsibility of the Contractor for all vehicles. Currently the price of diesel fuel is estimated at $3.17/gallon. **Should the average price of diesel fuel in any given month, as published by the U.S. Energy Information Administration (EIA) for New England, exceed $5.50**

**NAME OF BIDDER:** ______________________________________________________________
per gallon, the Contractor may bill at a 1% higher rate for all rates associated with Regular Bus pricing only and for services for that month only. If or when the price falls back below $5.50, pricing will revert to the prices originally bid. A copy of the EIA price listing for the pertinent month must be submitted when price adjustments are requested. [See attached example in Appendix D.] Should at any point during the contract term this particular index cease to exist, a different index mutually agreeable to the Contractor and to CPS shall be utilized in its place.

All buses must be turned off after five (5) minutes while waiting. All drivers are to be on their buses prior to the boarding of any students. Drivers must start the bus prior to any students boarding the bus. Drivers shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the bus unattended while it is occupied.

Vandalism resulting from students or others while on contracted vehicles shall be billable to CPS provided that a full report is made and approved including, where possible, names of students involved.

Drivers shall not be permitted to carry any person other than a monitor, school administrator, educator, or parent/volunteer designated by a school administrator while carrying pupils unless authorized to do so by CPS. In addition, the practice of “doubling” or “shuttling” will not be allowed. This means that Cambridge students are the only students transported on buses in service under this contract and that they get on a bus once and get off only at their destination.

Parent communications will be the responsibility of CPS. The Contractor will forward, in a timely manner, the School Principal and the Transportation Manager any concerns with respect to the conduct of students or school personnel, as well as any complaints received directly from parents. Such communications from the Contractor shall be in writing.

VII. Record Keeping Procedures and Reports

Evaluation and reporting on the transportation program shall be the responsibility of CPS. While the CPS Transportation Management System will increasingly provide useful management data, the Contractor may still be required to provide upon request (especially prior to full System implementation) periodic reports on the number of students actually riding the buses and the actual times when stops are made along the routes. CPS may require the Contractor to provide trip logs with documentation of any problems that occurred during the prior week. At various times, CPS may also require the Contractor to conduct student headcounts and/or student name verification for each bus route. This will all be conducted at no additional cost.

Accidents

In the event of an accident, the bus driver shall immediately notify the Dispatcher and the Dispatcher shall immediately notify the Transportation Office, the School Principal, and the Police Department. The Contractor will instruct the drivers to identify, in writing, all passengers on board before the bus continues on the route.

The Contractor is required to submit in writing to the Transportation Department a preliminary written accident report to CPS no later than the close of the business day on which the accident occurred. For any accident occurring after the Contractor’s business hours, the accident report shall be filed within two (2) hours of the opening of business the next day.
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The Contractor shall submit a Commonwealth of Massachusetts Registry of Motor Vehicles Accident report to the Police Department and CPS within twenty-four (24) hours of an accident involving vehicles transporting students.

At the end of each contract year, or upon request, the Contractor shall submit a formal accident report summary from its insurance company covering the entire fleet. The insurance company report shall include the date of each accident, driver name, property damage, bodily injuries, preventable or non-preventable status, claims outstanding, and current status.

**Invoicing**

All invoices submitted for payment shall be subject to review and audit by CPS. The Contractor must maintain adequate documentation of services rendered.

Separate invoices shall be submitted for 1) Regular Bus; 2) Athletics; 3) Individual Field Trips. Regular Bus invoices shall be submitted to the Transportation Department, Athletics invoices shall be submitted to the Athletics Department, and Field Trip invoices shall be submitted to the CPS Finance office unless otherwise specified by CPS.

Invoices shall be submitted monthly for the services rendered in the preceding month. Invoices should be submitted to CPS within ten (10) business days of the end of each billing period. All invoices shall bill in accordance with the rate submitted in the bid pricing sheet for the type of service rendered.

**VIII. Penalties**

CPS reserves the right to impose and the Contractor agrees to pay (in the form of a credit) penalties for failure to comply with certain specifications of this bid document. Note that the intention of these penalties is only to incentivize consistent superior performance by the Contractor and not to defray the costs of Transportation services. CPS has no intention to penalize for failures if there is just cause. All penalized offenses must be documented by CPS indicating the bus, driver, and/or monitor involved.

The following penalties may be assessed per documented occurrence only following a warning from CPS to the Contractor by email or in writing regarding the particular type of failure for which a penalty is to be imposed:

- In the AM, dropping students off too early (more than 30 minutes before the start of school) or dropping students off excessively late (more than 15 minutes after the start of school): $25
- In the PM, arriving more than 15 minutes after the dismissal bell: $25
- Failing to display proper bus route signage: $25
- Failing to provide a PM monitor: $50
- Failure of drivers/monitors to wear photo ID cards: $25
- Utilizing a bus that is NOT equipped with the district’s required technology, including cameras as well as the district’s transportation system, for routes where it has been established by CPS that the system is required: $200
- Failure of drivers or monitors to operate the district’s Transportation Management System as trained/instructed: $25

Warnings shall expire after twenty (20) consecutive service days without a documented offense. Once a warning expires, the performance of the Contractor shall be deemed sufficiently corrected such that another warning must be issued by CPS before any additional penalty may be assessed.

Penalties listed for the following performance failures considered more egregious/problematic may be assessed per documented occurrence on the first offense and without any warning:

NAME OF BIDDER: ___________________________________________________________
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- Doubling (i.e. combining 2 Cambridge routes or combining a Cambridge route with one from another district): $330
- Arriving more than 15 minutes late (but not so late that the trip must be rescheduled) to a pickup for a Field Trip or Athletics event: $100
- Failure to arrive for a scheduled Athletics Event or Field Trip such that the trip must be cancelled/rescheduled: Forfeiture of trip fee; Reimbursement by the Contractor to CPS for any sunk costs incurred by CPS in connection with the trip, including, but not limited to, admissions and referees’ fees; Forfeiture of trip fee for the rescheduled trip/event or a future trip of equal value scheduled by the same school or department.
- Leaving the site of an Athletics event or a Field Trip without the written authorization of the School Principal, Athletics Director, or designee if the wait time from the first call made requesting the bus return to the site exceeds 15 minutes: Forfeiture of trip fee

Chronic failure to perform may result in termination of the contract.

**IX. Insurance Requirements**

a) **Worker’s Compensation**

Before commencing performance of the Contract, the Contractor provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. C.30B to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of the Contract. Sufficient proof of compliance with this paragraph must be furnished at the time of execution of this Contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City of Cambridge/Cambridge Public Schools at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

b) **Additional Insured**

Each policy must list the City of Cambridge/Cambridge Public Schools as an additional named insured.

c) **Insurance Rating**

Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.

d) **Premiums**

The Contractor must provide the required insurance at its own expense.

e) **Notice of Occurrence**

Notice of occurrence shall be given to the Manager of Purchasing, Cambridge Public Schools, 135 Berkshire Street, Cambridge, MA 02141, and at the option of the Contractor, any other City of Cambridge official permitted by law to receive notice.

f) **Waiver of Subrogation**

The Contractor and all Sub-Contractors waive subrogation rights against the City of Cambridge/ Cambridge Public Schools for all losses.

NAME OF BIDDER: __________________________________________________________
g) **Coverage Period**

Each insurance policy must cover the entire contract period.

h) **Policies and Limits**

The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's Protective (as a separate policy), Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Each Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Protective Liability</td>
<td>$1 Million</td>
<td>$2 Million</td>
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<tr>
<td>Commercial Liability</td>
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<td></td>
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<tr>
<td>General Aggregate</td>
<td>$2 Million</td>
<td></td>
</tr>
<tr>
<td>Products Completed Operations Aggregate</td>
<td>$1 Million</td>
<td></td>
</tr>
<tr>
<td>Personal Injury and Advertising Limit</td>
<td>$1 Million</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1 Million</td>
<td></td>
</tr>
<tr>
<td>Automotive-for all owned, non-owned, hired and leased vehicles</td>
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<td></td>
</tr>
<tr>
<td>Combined single limit</td>
<td>$1 Million</td>
<td></td>
</tr>
<tr>
<td>Bodily injury - each person</td>
<td>$100,000</td>
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</tr>
<tr>
<td>Bodily injury - each accident</td>
<td>$1 Million</td>
<td></td>
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<tr>
<td>Property damage-each occurrence</td>
<td>$1 Million</td>
<td></td>
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<tr>
<td>Umbrella</td>
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<tr>
<td>Combined single limit</td>
<td>$1 Million</td>
<td></td>
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<tr>
<td>General aggregate</td>
<td>$1 Million</td>
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<tr>
<td>Worker's Compensation</td>
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<tr>
<td>Coverage A Statutory</td>
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<tr>
<td>Coverage B Each Accident</td>
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<tr>
<td>Disease-Policy limit</td>
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<tr>
<td>Disease-Each Employee</td>
<td>$100,000</td>
<td></td>
</tr>
</tbody>
</table>

**NAME OF BIDDER:** _____________________________________________________________
i) Excess Liability Insurance

The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City of Cambridge/Cambridge Public Schools as a named insured. Evidence of such excess liability shall be delivered to the City of Cambridge/Cambridge Public Schools in the same form and manner as the required insurance policies.

j) Amendment of Insurance Requirements

The City of Cambridge/Cambridge Public Schools reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

k) Occurrence Basis

All insurance shall be written on an occurrence basis, unless the City of Cambridge/Cambridge Public Schools approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or a claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

l) Certificates of Insurance

Certificates of Insurance acceptable to the City of Cambridge/Cambridge Public Schools and confirming the insurance coverage required herein shall be attached to the Contract. The City of Cambridge/Cambridge Public Schools shall have no obligation to execute the Contract and may award the Contractor to the next lowest responsible and responsive bidder, if such insurance certificates have not been provided to the City of Cambridge/Cambridge Public Schools within five (5) business days after presentation of the Contract to the Contractor for execution.

m) Endorsements

The Contractor shall furnish to the City of Cambridge/Cambridge Public Schools copies of any endorsements that are subsequently issued amending limits of coverage.
X. Quality Requirements

A “NO” response, a response that changes a quality requirement listed, or a failure to respond to any of the following Quality Requirements will result in a rejection of your bid.

Circle Yes or No for each of the following requirements 1-12.

1. Bidder has a minimum of five (5) years’ experience in the school transportation business, is presently engaged in the field of school transportation services and has demonstrated experience of three (3) years within the past five (5) years in providing transportation services of a similar size and scope to the services described in this bid.

   YES   NO

2. Bidder agrees that none of the drivers for this contract have been convicted of driving under the influence within the last 5 years.

   YES   NO

3. Bidder agrees to ensure that all drivers (including any new drivers for the duration of the contract) have had a CORI/SORI and fingerprint-based criminal background check performed with satisfactory results prior to transporting Cambridge students and that their required licenses and certificates remain current.

   YES   NO

4. Bidder agrees that all monitors (including any new monitors for the duration of the contract) will have a CORI/SORI and fingerprint-based criminal background check performed by CPS with satisfactory results prior to riding with Cambridge students.

   YES   NO

5. Bidder agrees that the bus storage yard is located within a fifteen-minute drive (at 25 miles per hour) of any point along the boundary of the City of Cambridge.

   YES   NO

6. Bidder agrees to equip all drivers with a communicating device, such as a two-way radio, that allows the driver to communicate with CPS and the administrative and operational staff of the Bidder.

   YES   NO

NAME OF BIDDER: ________________________________________________________________
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Prior to 11:00 a.m. on Thursday, March 5, 2020

7. Bidder agrees to allow CPS to install all hardware associated with the district's Transportation Management System, and to provide access as needed for the system's maintenance.

   YES  NO

8. Bidder agrees to equip all vehicles with a video/audio recording device system that meet CPS’s technical specification requirements, maintain that system, and provide data access as needed.

   YES  NO

9. Bidder agrees to submit a list in the format of the sample Equipment Description Form attached hereto to the Transportation Manager before August 1 of each year. Bidder also agrees to submit with the Equipment Description Forms proof of current registrations and inspections and to keep current all forms and documentation for each bus in utilization throughout the contract term.

   YES  NO

10. Bidder agrees that fully functional, properly maintained, clean, and ample equipment with provisions to have spare (backup) vehicles and experienced substitute drivers will be provided within thirty (30) minutes to cover emergencies.

    YES  NO

11. The submitted bid is without conditions, exceptions or modifications to this bid document.

    YES  NO

12. Bidder agrees to, if awarded the contract, secure a 50% Performance Bond from a surety authorized to do business under the laws of the Commonwealth of Massachusetts.

    YES  NO

Signature of Bidder:________________________________________

Company Name:____________________________________________

NAME OF BIDDER: ____________________________________________
File No. 8949A Rebid: School Transportation Services; Submit Invitation for Bid Prior to 11:00 a.m. on Thursday, March 5, 2020

XI. Bid Submission Requirements

Failure to submit with your bid the documents requested may result in the determination that your bid is non-responsive unless CPS deems such a failure to be a minor informality.

1. Bidder shall submit a completed Bid Pricing Sheet.

2. Bidder shall submit a letter designating a specific individual who will act as the primary point of contact with CPS, including a telephone number, e-mail address, and mailing address.

3. Bidder shall submit references from at least three current accounts of similar scope and size, complete with contact names and telephone numbers. CPS reserves the right to use itself as a reference, to consult references not listed by the bidder and to otherwise perform its own due diligence in making a responsibility determination.

4. Bidder shall submit a comprehensive list of all cities or towns to whom they have provided transportation services during the last five (5) years. The list must include the contact name for the city/town, title, address, and telephone number.

5. Bidder shall submit a Company Resume, which will contain information relative to the organization of the bidder’s transportation business including date of incorporation, organization, headquarters, field offices, size of work force, management structure, employee system, benefits, training programs, and union information.

6. Bidder shall list under organization all related transportation service corporations including parent, subsidiary, or others in which principals or senior officials in the bidding corporation have been officers for the past five (5) years.

7. Bidder shall submit the addresses of all bus yards to be used for CPS transportation services.

8. Bidder must certify as to whether vehicles proposed to be used will be owned or leased.

9. Bidder shall submit with their bid a commitment letter from a surety confirming the Bidder’s ability to secure a 50% Performance Bond. The surety must be authorized to do business under the laws of the Commonwealth of Massachusetts.

10. Bidder shall submit a copy of the "Employee Handbook" currently in use. This will be used by CPS to review the Contractor’s policies and procedures and to evaluate whether the Contractor is responsive, reliable, and capable of providing the services as specified. CPS will pay particular attention to the Contractor’s policy regarding drug and alcohol testing for employees.

In addition, the bidder shall allow CPS to review upon request a certified audited financial statement or a letter from an outside Auditor that certifies the Company is in good financial standing.

NAME OF BIDDER: ________________________________
All bidders must submit a printed and signed bid pricing sheet completed with entries on every line. Bidders may print the pricing sheet directly from the bid specifications and manually complete entries, or bidders may utilize the spreadsheet form of the bid pricing sheet separately posted. The spreadsheet contains pre-filled formulas; however, it is the bidder's responsibility to confirm all formulas are working properly, that their integrity is maintained, and that they are correct in the final pricing sheet submitted.

The contract duration will be five (5) years, running from September 1, 2020 - August 31, 2025. Pricing is sought below for the 5 years running from September 1, 2020 through August 31, 2025.

Rule for Award

One contract for all regular bus, athletic trip, and field trip bus services will be awarded to the responsive and responsible bidder offering the lowest grand total price for the entire contract period calculated in present value terms. This method is in line with the Massachusetts Inspector General's Practical Guide to Drafting Effective Invitations for Bids and Requests for Proposals for specifications that permit bidders to submit different prices for each year of the contract. To calculate present value of the grand total price for the entire contract period, each year's bid price will be recalculated by CPS applying a discount factor of 3.5% to years two through five utilizing the following formula:

\[
\text{Present Value of Total Contract} = \frac{2020-21 \text{ Grand Total}}{1.035} + \frac{2021-22 \text{ Grand Total}}{1.035^2} + \frac{2022-23 \text{ Grand Total}}{1.035^3} + \frac{2023-24 \text{ Grand Total}}{1.035^4} + \frac{2024-25 \text{ Grand Total}}{1.035^5}
\]

This calculation has no effect on the amount that will be paid to the bidder awarded the contract. This calculation ONLY affects the determination of which bidder is awarded the contract.

Estimated Needs

Estimated needs reflected below are ESTIMATES ONLY and apply to all years for the purposes of bidding. In any given year during the contract term, CPS may need to increase or decrease any of the estimated needs stated below. Any increase/decrease will be at the unit prices specified on this bid form.

Signature of Bidder: _________________________________________________________________

Company Name: _________________________________________________________________

22
A. Regular Bus Transportation

<table>
<thead>
<tr>
<th></th>
<th>2020-21 (Year 1)</th>
<th>2021-22 (Year 2)</th>
<th>2022-23 (Year 3)</th>
<th>2023-24 (Year 4)</th>
<th>2024-25 (Year 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A1. Day (AM &amp; PM runs)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price per <strong>bus &amp; driver</strong>, per day:</td>
<td>$ ________</td>
<td>$ ________</td>
<td>$ ________</td>
<td>$ ________</td>
<td>$ ________</td>
</tr>
<tr>
<td>Estimated need, academic year:</td>
<td>x 43 buses x 180 days</td>
<td>x 43 buses x 180 days</td>
<td>x 43 buses x 180 days</td>
<td>x 43 buses x 180 days</td>
<td>x 43 buses x 180 days</td>
</tr>
<tr>
<td><strong>A1. Subtotal Annual Cost</strong></td>
<td>$ ________</td>
<td>$ ________</td>
<td>$ ________</td>
<td>$ ________</td>
<td>$ ________</td>
</tr>
</tbody>
</table>

| **A2. Day (AM & PM runs)** |                  |                  |                  |                  |                  |
| Price per **BUS ONLY**, per day: | $ ________ | $ ________ | $ ________ | $ ________ | $ ________ |
| Estimated need, academic year: | x 1 bus x 180 days | x 1 bus x 180 days | x 1 bus x 180 days | x 1 bus x 180 days | x 1 bus x 180 days |
| **A2. Subtotal Annual Cost** | $ ________ | $ ________ | $ ________ | $ ________ | $ ________ |

| **A3. Summer School (AM & PM runs)** |                  |                  |                  |                  |                  |
| Price per **bus & driver**, per day: | $ ________ | $ ________ | $ ________ | $ ________ | $ ________ |
| Estimated need, summer term: | x 12 buses x 30 days | x 12 buses x 30 days | x 12 buses x 30 days | x 12 buses x 30 days | x 12 buses x 30 days |
| **A3. Subtotal Annual Cost** | $ ________ | $ ________ | $ ________ | $ ________ | $ ________ |

| **A4. Summer School (AM & PM runs)** |                  |                  |                  |                  |                  |
| Price per **BUS ONLY**, per day: | $ ________ | $ ________ | $ ________ | $ ________ | $ ________ |
| Estimated need, summer term: | x 1 bus x 30 days | x 1 bus x 30 days | x 1 bus x 30 days | x 1 bus x 30 days | x 1 bus x 30 days |
| **A4. Subtotal Annual Cost** | $ ________ | $ ________ | $ ________ | $ ________ | $ ________ |

Signature of Bidder: ________________________________________________________________

Company Name: ___________________________________________________________________
### A5. Late Runs
Price per run (includes driver):
- $ \times 1000 \text{ runs}

A5. Subtotal Annual Cost = $ \times 1000 \text{ runs}

### A6. Four-hour Monitors (AM and PM)
Price per four-hour monitor, per day:
- $ \times 4 \text{ monitors} \times 180 \text{ days}

A6. Subtotal Annual Cost = $ \times 4 \text{ monitors} \times 180 \text{ days}

### A7. Two-hour (PM) Monitors
Price per PM monitor, per day:
- $ \times 43 \text{ monitors} \times 180 \text{ days}

A7. Subtotal Annual Cost = $ \times 43 \text{ monitors} \times 180 \text{ days}

**Total for (A) Regular Bus Transportation:**
(Subtotals A1 through A7) = $ \times 1000 \text{ runs} + $ \times 4 \text{ monitors} \times 180 \text{ days} + $ \times 43 \text{ monitors} \times 180 \text{ days}
<table>
<thead>
<tr>
<th></th>
<th>2020-21 (Year 1)</th>
<th>2021-22 (Year 2)</th>
<th>2022-23 (Year 3)</th>
<th>2023-24 (Year 4)</th>
<th>2024-25 (Year 5)</th>
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<tbody>
<tr>
<td><strong>B. Athletics</strong></td>
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</tr>
<tr>
<td>B1. Flat rate per trip 5:00 hours or less: $</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>x 210 trips</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B1. Subtotal Annual Cost</strong></td>
<td>= $ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>B2. Flat rate per trip 5:01-8:00 hours: $</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>x 80 trips</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B2. Subtotal Annual Cost</strong></td>
<td>= $ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>B3. Flat rate per trip 8:01 hours or more: $</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>x 25 trips</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B3. Subtotal Annual Cost</strong></td>
<td>= $ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td><strong>Total for (B) Athletics:</strong></td>
<td>= $ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td><em>(Subtotals B1 through B3)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder: _______________________________________________________________

Company Name: ___________________________________________________________________
### C. Field Trips

<table>
<thead>
<tr>
<th></th>
<th>2020-21 (Year 1)</th>
<th>2021-22 (Year 2)</th>
<th>2022-23 (Year 3)</th>
<th>2023-24 (Year 4)</th>
<th>2024-25 (Year 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C1. Flat rate minimum for first 2 hours:</strong></td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
</tr>
<tr>
<td>Applies to trips inside Cambridge City Limits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>$x 135 trips</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C1. Subtotal Annual Cost</strong></td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
</tr>
<tr>
<td><strong>C2. Flat rate minimum for first 3 hours:</strong></td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
</tr>
<tr>
<td>Applies to trips Outside of Cambridge City Limits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>$x 140 trips</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C2. Subtotal Annual Cost</strong></td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
</tr>
<tr>
<td><strong>C3. Hourly rate beyond minimum:</strong></td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
</tr>
<tr>
<td>Applies in City and out of City</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated additional hours per year:</td>
<td>$x 1,100 hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C3. Subtotal Annual Cost</strong></td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
<td>$______________</td>
</tr>
</tbody>
</table>

**Total for (C) Field Trips:**

(Subtotals C1 through C3)

= $______________  $______________  $______________  $______________  $______________

2020-21 (Year 1)  2021-22 (Year 2)  2022-23 (Year 3)  2023-24 (Year 4)  2024-25 (Year 5)

**GRAND TOTAL BID**

= $______________  $______________  $______________  $______________  $______________

[Total for (A) Regular Bus Transportation plus Total for (B) Athletics plus Total for (C) Field Trips]

**NOTE:** Please do not submit a Grand total bid summed across all years. This calculation will be performed by CPS using the present value formula provided above.

Signature of Bidder:  
Company Name:  

ALTERNATE ONE
Please indicate the cost to equip all vehicles used for Regular Bus transportation with visual/audio recording devices as described in Section IV. Technology-Related Requirements of the bid specifications

Cost to add cameras to all vehicles used for Regular Bus transportation

<table>
<thead>
<tr>
<th></th>
<th>2020-21 (Year 1)</th>
<th>2021-22 (Year 2)</th>
<th>2022-23 (Year 3)</th>
<th>2023-24 (Year 4)</th>
<th>2024-25 (Year 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Alternate Two
Please indicate the pricing if 2 of the 43 buses are electric.

<table>
<thead>
<tr>
<th></th>
<th>2020-21 (Year 1)</th>
<th>2021-22 (Year 2)</th>
<th>2022-23 (Year 3)</th>
<th>2023-24 (Year 4)</th>
<th>2024-25 (Year 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Alternate X. Regular Bus Transportation with 2 Electric Buses

X1. Day (AM & PM runs)
Price per bus & driver, per day: $ $ $ $ $
Estimated need, academic year: x 43 buses x 180 days
X1. Subtotal Annual Cost = $ $ $ $ $

X2. Day (AM & PM runs)
Price per BUS ONLY, per day: $ $ $ $ $
Estimated need, academic year: x 1 bus x 180 days
X2. Subtotal Annual Cost = $ $ $ $ $

X3. Summer School (AM & PM runs)
Price per bus & driver, per day: $ $ $ $ $
Estimated need, summer term: x 12 buses x 30 days
X3. Subtotal Annual Cost = $ $ $ $ $

Signature of Bidder: _______________________________________________________________

Company Name: ____________________________________________________________________
### X4. Summer School (AM & PM runs)

- **Price per BUS ONLY, per day:**
  - Estimated need, summer term:
    - x 1 bus
    - x 30 days
    - **X4. Subtotal Annual Cost**
      
<table>
<thead>
<tr>
<th></th>
<th>2020-21 (Year 1)</th>
<th>2021-22 (Year 2)</th>
<th>2022-23 (Year 3)</th>
<th>2023-24 (Year 4)</th>
<th>2024-25 (Year 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### X5. Late Runs

- **Price per run (includes driver):**
  - Estimated need:
    - x 1000 runs
    - **X5. Subtotal Annual Cost**
      
<table>
<thead>
<tr>
<th></th>
<th>2020-21 (Year 1)</th>
<th>2021-22 (Year 2)</th>
<th>2022-23 (Year 3)</th>
<th>2023-24 (Year 4)</th>
<th>2024-25 (Year 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### X6. Four-hour Monitors (AM and PM)

- **Price per four-hour monitor, per day:**
  - Estimated need:
    - x 4 monitors
    - x 180 days
    - **X6. Subtotal Annual Cost**
      
<table>
<thead>
<tr>
<th></th>
<th>2020-21 (Year 1)</th>
<th>2021-22 (Year 2)</th>
<th>2022-23 (Year 3)</th>
<th>2023-24 (Year 4)</th>
<th>2024-25 (Year 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### X7. Two-hour (PM) Monitors

- **Price per PM monitor, per day**
  - Estimated need:
    - x 43 monitors
    - x 180 days
    - **X7. Subtotal Annual Cost**
      
<table>
<thead>
<tr>
<th></th>
<th>2020-21 (Year 1)</th>
<th>2021-22 (Year 2)</th>
<th>2022-23 (Year 3)</th>
<th>2023-24 (Year 4)</th>
<th>2024-25 (Year 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total for (X) Regular Bus Transportation**

**With 2 Electric Buses:**

*(Subtotals X1 through X7)*

Signature of Bidder: _______________________________________________________________

Company Name: ____________________________________________________________________
### Y. Athletics

<table>
<thead>
<tr>
<th>Year</th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
<th>2024-25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y1. Flat rate per trip 5:00 hours or less:</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>x 210 trips</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Y1. Subtotal Annual Cost</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Y2. Flat rate per trip 5:01-8:00 hours:</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>x 80 trips</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Y2. Subtotal Annual Cost</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Y3. Flat rate per trip 8:01 hours or more:</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>x 25 trips</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Y3. Subtotal Annual Cost</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total for (Y) Athletics</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

(Subtotals Y1 through Y3)

### Z. Field Trips

<table>
<thead>
<tr>
<th>Year</th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
<th>2024-25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1. Flat rate minimum for first 2 hours:</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Applies to trips inside Cambridge City Limits</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>x 135 trips</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Z1. Subtotal Annual Cost</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Z2. Flat rate minimum for first 3 hours:</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Applies to trips Outside of Cambridge City Limits</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Estimated trips per year:</td>
<td>x 140 trips</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Z2. Subtotal Annual Cost</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Z3. Hourly rate beyond minimum:</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Applies in City and out of City</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Signature of Bidder: ________________________________________________________________

Company Name: ____________________________________________________________________
Estimated additional hours per year: x 1,100 hours
Z3. Subtotal Annual Cost = $__________ $__________ $__________ $__________ $__________

Total for (Z) Field Trips = $__________ $__________ $__________ $__________ $__________
(Subtotals Z1 through Z3)

GRAND TOTAL BID = $__________ $__________ $__________ $__________ $__________
[Total for (X) Regular Bus Transportation plus Total for (Y) Athletics plus Total for (Z) Field Trips]

NOTE: Please do not submit a Grand total bid summed across all years. This calculation will be performed by CPS using the present value formula provided above.

Signature of Bidder: _______________________________________________________________

Company Name: ____________________________________________________________________
EQUIPMENT DESCRIPTION FORM
(SAMPLE)

This form must be completed and submitted by the Contractor annually before August 1. The equipment described herein must comply with all Vehicle Specifications.

Initial Equipment Description List

Year of Manufacture: __________________ Make of Bus: __________________

Model of Bus: __________________ Make of Bus: __________________

Model of Bus: __________________ Make of Bus: __________________

Bus #: __________________ License Plate #: __________________

Bus #: __________________ License Plate #: __________________

Seating Capacity: __________________ Present Mileage: ______________

Seating Capacity: __________________ Present Mileage: ______________

Present Condition: __________________ Miles Per Gallon: _____________

Present Condition: __________________ Miles Per Gallon: _____________

Year of Manufacture: __________________ Make of Bus: __________________

Model of Bus: __________________ Make of Bus: __________________

Model of Bus: __________________ Make of Bus: __________________

Bus #: __________________ License Plate #: __________________

Bus #: __________________ License Plate #: __________________

Seating Capacity: __________________ Present Mileage: ______________

Seating Capacity: __________________ Present Mileage: ______________

Present Condition: __________________ Miles Per Gallon: _____________

Present Condition: __________________ Miles Per Gallon: _____________

Duplicate This Form As Needed
No 1st Tier

7:48 WESTERN & KINNAIRD
7:50 WESTERN & HOWARD
7:52 PUTNAM & CALLENDER
7:56 PUTNAM & RIVER

8:00 CAMBRIDGEPORT (22)

8:08 THIRD & ATHENAEUM
8:13 MUSEUM WAY & N. POINT
8:14 LEIGHTON ST & N. POINT
8:19 CAMBRIDGE & SCIARAPPA
8:21 CAMBRIDGE & LAMBERT (MBTA STOP NEAR TRACKS)
8:25 AUDREY & VASSAR – MIT Police Station (9/26/19)

8:30 PAUS corner of Putnam & Magee (36)

**AM Driver: Marie**
**Contact #:_______**
**Bus #: 106**

11/20/2019 8:10 AM
2:25 CAMBRIDGEPORT

YMCA
WESTERN & KINNAIRD
WESTERN & HOWARD
PUTNAM & RIVER
PUTNAM & MAGEE

2:55 PAUS

AUDREY & VASSAR – MIT Police Station (9/26/19)
THIRD & ATHENAEUM
MUSEUM WAY & N. POINT
LEIGHTON ST & N. POINT
CAMBRIDGE & SCIARAPPA
CAMBRIDGE & LAMBERT
CAMBRIDGE & WILLOW (PM ONLY)

3:45 FLETCHER MAYNARD SCH

AUDREY & VASSAR
MORSE
BROOKLINE & PUTNAM
BROOKLINE & GREEN
WESTERN & GREEN
YMCA
WESTERN & KINNAIRD
WESTERN & HOWARD
PUTNAM & CALLENDER
PUTNAM & RIVER

PM Driver: contact #__________
Bus #
Monitor__________ contact #__________

11/20/2019 8:10 AM
BLUE BIRD AM

NO 1ST TIER

7:18 NEW ST
7:23 CONCORD & MOULTON
7:25 SUNSET & GRISWOLD
7:30 HAGGERTY SCH
7:32 HURON & LAKEVIEW
7:37 WALDEN & GARDEN
7:40 21 WALDEN SQ
7:42 WALDEN & RAYMOND
7:44 GARDEN & CHAUNCY
7:48 MT AUBURN & ASH
7:54 PEABODY TERR – KING SCH

8:00 MORSE SCHOOL (27)

8:09 BROOKLINE & GREEN
8:12 MAGAZINE & WILLIAMS
8:14 MAGAZINE & CPL. MCTERNAN
8:17 PUTNAM & RIVER
8:20 CALLENDER & PUTNAM

8:30 VASSAL LANE UPPER SCHOOL (26)

AM Driver: contact #

Bus #142

11/20/19 8:11 AM
### BLUE BIRD PM 1920

<table>
<thead>
<tr>
<th>2:00 MAYNARD SCHOOL</th>
<th>WED ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>THIRD &amp; THORNDIKE</td>
<td></td>
</tr>
<tr>
<td>FIFTH &amp; SPRING</td>
<td></td>
</tr>
<tr>
<td>AUDREY &amp; VASSAR</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2:25 MORSE SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUTNAM &amp; MAGEE</td>
</tr>
<tr>
<td>MT AUBURN &amp; ASH</td>
</tr>
<tr>
<td>GARDEN &amp; CHAUNCY</td>
</tr>
<tr>
<td>LINNAENAN &amp; RAYMOND</td>
</tr>
<tr>
<td>WALDEN &amp; RAYMOND</td>
</tr>
<tr>
<td>21 WALDEN SQ</td>
</tr>
<tr>
<td>WALDEN &amp; GARDEN</td>
</tr>
<tr>
<td>NEW ST</td>
</tr>
</tbody>
</table>

***STOPS BELOW ONLY WHEN STUDENTS ARE ON BOARD***

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>*CONCORD &amp; MOULTON</td>
</tr>
<tr>
<td>*SUNSET &amp; GRISWOLD</td>
</tr>
<tr>
<td>*HAGGERTY SCH</td>
</tr>
<tr>
<td>*HURON &amp; LAKEVIEW</td>
</tr>
<tr>
<td>*TOBIN SCH</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2:55 VASSAL LANE UPPER SCH ()</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUTNAM &amp; CALLENDER</td>
</tr>
<tr>
<td>PUTNAM &amp; RIVER</td>
</tr>
<tr>
<td>MAGAZINE &amp; WILLAIMS</td>
</tr>
<tr>
<td>MAGAZINE &amp; CPL. McTERNAN</td>
</tr>
<tr>
<td>BROOKLINE &amp; GREEN</td>
</tr>
</tbody>
</table>

**PM Driver:** contact # ____________

**Bus # 142**

**Monitor:** contact # ____________

11/20/19 8:11 AM
7:22 HARVARD & WARE
7:25 HARVARD & HANCOCK
7:28 PROSPECT & HARVARD

7:30 MAYNARD SCHOOL  (0)
7:35 KENNEDY SCHOOL  (14)

No 2nd Tier

8:05 WESTERN & GREEN
8:07 WESTERN & KINNAIRD
8:09 WESTERN & HOWARD
8:12 PUTNAM & RIVER
8:15 PUTNAM & MAGEE
8:19 MT AUBURN & ASH
8:22 HARVARD & WARE
8:24 HARVARD & HANCOCK

8:30 KING OPEN – CSUS Cambridge st  (33)

AM Driver: Brisban  contact #__________  

Bus # 127

11/20/19 8:11 AM
1:55 KENNEDY SCHOOL (19)
MAYNARD SCHOOL PICK UP - WEDNESDAY ONLY

PROSPECT & HARVARD
HARVARD & HANCOCK
HARVARD & WARE
YMCA
BROADWAY & ANTRIM

No 2nd Tier

2:55 KING OPEN - CSUS Cambridge st

HARVARD & HANCOCK
HARVARD & WARE
MT AUBURN & ASH
YMCA
WESTERN & GREEN
WESTERN & KINNAIRD
WESTERN & HOWARD
PUTNAM & MAGEE
PUTNAM & RIVER
MORSE SCH

PM Driver: Brisbane   contact #___________

Bus # 127

Monitor_______________ contact #___________
7:08 LEIGHTON ST & N. POINT
7:10 EAST ST & MONSIGNOR O'BRIEN
7:15 WINDSOR & HAMPSHIRE
7:17 WINDSOR & BROADWAY-FMA
7:19 WASHINGTON & WINDSOR
7:23 AUDREY & VASSAR
7:30 KING SCHOOL on PUTNAM AVE (37)

No 2nd Tier

8:15 CONCORD & MOULTON
8:16 SUNSET & GRISWALD
8:21 HAGGERTY SCHOOL
8:24 HURON & ABERDEEN
8:30 VASSAL LANE UPPER SCHOOL (38)

AM Driver: Contact # _______

Bus #116

11/20/19 8:11 AM
No 1st Tier

2:50  ST. PETER'S SCH Concord Ave
2:55  VASSAL LANE UPPER SCHOOL

HURON & ABERDEEN
HAGGERTY SCHOOL
SUNSET & GRISWOLD
CONCORD & MOULTON

3:55  KING SCHOOL on Magee St
1:55  Wednesday only

MORSE SCHOOL Granite St
AUDREY & VASSAR
WINDSOR & WASHINGTON
WINDSOR & BROADWAY FMA
WINDSOR & HAMPshire
CAMBRIDGEPORT SCH (Elm St)

LEIGHTON ST & N. POINT
EAST ST & MONSIGNOR OBRIEN

PM Driver:  Contact #
Bus # 107
Monitor contact #.

11/20/19 8:11 AM
BROWN CAT 1920

7:09 BISHOP ALLEN & NORFOLK
7:10 WESTERN & GREEN
7:12 WESTERN & KINNAIRD
7:14 WESTERN & HOWARD
7:16 PUTNAM & CALLENDAR
7:19 PUTNAM & RIVER

7:25 MAYNARD SCH (22)
7:35 KENNEDY SCH * (27)

7:27 *CAMBRIDGE & WILLOW* (p/u before K-Lo students are dropped)
7:31 KENNEDY LONGFELLOW SCH (9/26/19)
7:33 CAMBRIDGE & SIXTH

7:37 EAST & MONSIGNOR O’BRIEN (9/26/19)
7:41 THIRD & ATHENAEUM
7:43 KENDALL SQ Marriot Hotel – Main St
7:48 AUDREY & VASSAR

8:00 MORSE SCHOOL ()

FREE

AM Driver: Contact #__________
Bus # 117
11/20/19 8:12 AM
BROWN CAT PM 19 20

1:55  KENNEDY SCH - PICK UP
     MAYNARD SCH   WED ONLY
     BISHOP ALLEN & NORFOLK
     WESTERN & GREEN
     WESTERN & KINNAIRD
     WESTERN & HOWARD
     PUTNAM & CALLENDER
     PUTNAM & RIVER

2:25  MORSE SCHOOL  ()
     AUDREY & VASSAR
     Kendall Sq Marriott Hotel – BROADWAY
     THIRD & ATHENAEUM
     K-LO SCHOOL (Spring St) 9/17/19
     SPRING & FIFTH
     EAST & MONSIGNOR O'BRIEN (9/26/19)
     CAMBRIDGE & SIXTH
     CAMBRIDGE & WILLOW
     BROADWAY & ANTRIM

FREE

PM Driver: Jean
Bus # 117
Monitor: Millie

Contact #__________

11/20/19 8:13 AM
FREE

7:24  THIRD & ATHENAEUM (9/18/19)
7:28  SPRING & FIFTH
7:30  CAMBRIDGE & SIXTH
7:33  CAMBRIDGE & WILLOW (9/18/19)
7:38  CAMBRIDGE & HIGHLAND
7:40  CAMBRIDGE & HOVEY
7:44  KIRKLAND & IRVING
7:47  BALDWIN SCH
7:55  GRAHAM PARKS  (28)

8:07  PEABODY SCHOOL (near the library) (9/24/19)
8:15  BALDWIN SCH (9/24/19)
8:17  IRVING & KIRKLAND (9/24/19)
8:30  KING OPEN & CSUS  (36)

AM Driver: Aries  
Bus # 141  
11/20/19 8:13 AM  
Contact # _____________
BROWN HORNET PM
1920

FREE

GRAHAM PARKS ( )
BALDWIN SCH
KIRKLAND & IRVING
CAMBRIDGE & DANA
CAMBRIDGE & HIGHLAND
CAMBRIDGE & WILLOW
CAMBRIDGE & SIXTH
FIFTH & SPRING
THIRD & ATENAEUM
K-Lo (CSUS)

FREE

PM Driver: ARIES Contact #__________
Bus # 141
Monitor: _________ Contact #__________

11/20/19 8:13 AM
CATERPILLAR AM
1920

No 1st Tier

7:14 223 CONCORD TURNPIKE
7:18 30 CAMBRIDGEPARK DR
7:24 CONCORD & MOULTON (with Haggerty students)
7:30 HAGGERTY SCHOOL
7:33 HURON & ABERDEEN
7:37 HURON & LAKEVIEW
7:39 HURON & RESERVOIR
7:43 MT AUBURN & ASH

7:50 CAMBRIDGEPORT SCHOOL  (9 )

8:02 WINDSOR & HAMPSHIRE
8:04 WINDSOR & BROADWAY - FMA
8:06 WINDSOR & WASHINGTON
8:08 BISHOP ALLEN & NORFOLK
8:09 PROSPECT & HARVARD
8:11 BROADWAY & ANTRIM
8:13 CRLS - Broadway

8:30 VASSAL LANE UPPER SCHOOL  (24 )

AM Driver: Contact #_________

Bus # 124

11/20/19 8:15 AM
<table>
<thead>
<tr>
<th>Time</th>
<th>School Name</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2:25</td>
<td>CAMBRIDGEPORT SCHOOL (11)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CRLS - Broadway</td>
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<tr>
<td></td>
<td>MT AUBURN &amp; ASH</td>
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<tr>
<td></td>
<td>HURON &amp; RESERVOIR</td>
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<tr>
<td></td>
<td>CONCORD &amp; MOULTON</td>
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<tr>
<td></td>
<td>HAGGERTY SCH</td>
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<tr>
<td></td>
<td>HURON &amp; ABERDEEN</td>
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<tr>
<td></td>
<td>TOBIN SCHOOL</td>
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<tr>
<td>2:55</td>
<td>VASSAL LANE UPPER SCHOOL (24)</td>
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<tr>
<td></td>
<td>CRLS - Broadway</td>
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<tr>
<td></td>
<td>BROADWAY &amp; ANTRIM</td>
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<td></td>
<td>HARVARD &amp; PROSPECT</td>
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<tr>
<td></td>
<td>BISHOP ALLEN &amp; NORFOLK</td>
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<td></td>
<td>WINDSOR &amp; WASHINGTON</td>
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<td>WINDSOR &amp; BROADWAY FMA</td>
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<tr>
<td></td>
<td>HAMPSHIRE &amp; WINDSOR</td>
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<tr>
<td>3:45</td>
<td>FLETCHER &amp; MAYNARD SCHOOL (12)</td>
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<tr>
<td></td>
<td>GARDEN &amp; CHAUNCY</td>
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<tr>
<td></td>
<td>GRAHAM PARKS SCH</td>
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<tr>
<td></td>
<td>WALDEN &amp; GARDEN</td>
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<tr>
<td></td>
<td>87 NEW ST (near cinema)</td>
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<td>HAGGERTY SCH</td>
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<td>HURON &amp; ABERDEEN</td>
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<td>HURON &amp; LAKEVIEW</td>
<td></td>
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<tr>
<td></td>
<td>TOBIN SCH</td>
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</tr>
<tr>
<td></td>
<td>BRATTLE &amp; SPARKS</td>
<td></td>
</tr>
</tbody>
</table>

**PM Driver: Jean Bernard Contact # ________**

Bus # 124  11/20/19 8:15 AM
7:17 BISHOP ALLEN & NORFOLK
7:20 PROSPECT & HARVARD
7:22 HANCOCK & HARVARD
7:25 WARE & HARVARD
7:35 KING SCHOOL – PUTNAM AVE  (25)

No 2nd Tier

7:58 WINDSOR & HAMPSHIRE
8:00 WINDSOR & BROADWAY
8:02 WINDSOR & WASHINGTON
8:05 BISHOP ALLEN & NORFOLK
8:09 BROADWAY & ANTRIM
8:12 HARVARD & HANCOCK
8:15 CRLS BROADWAY
8:30 PEABODY (17)
8:30 RAUS  (3)

AM Driver: Contact #__________

Bus # 108

11/20/2019 8:16 AM
No 1\textsuperscript{st} Tier
No 2\textsuperscript{nd} Tier

2:55 PEABODY (2) RAUS (11)
GRAHAM PARKS SCH
GRLS - BROADWAY
HARVARD & HANCOCK
BROADWAY & ANTRIM
PROSPECT & HARVARD (PM ONLY)
BISHOP ALLEN & NORFOLK
WINDSOR & WASHINGTON
WINDSOR & BROADWAY
WINDSOR & HAMPSHIRE
CAMBRIDGEPORT SCH (PM ONLY)

3:55 KING SCHOOL Magee St (23)
2:00 Wednesday only
YMCA
BISHOP ALLEN & NORFOLK
PROSPECT & HARVARD
HANCOCK & HARVARD
WARE & HARVARD

PM Driver: Contact #_________
Bus # 108

Monitor__________________ contact #_________

11/20/2019 8:16 AM
CHOCOLATE CONE AM
1920

7:10 402 RINDGE AVE
7:13 364 RINDGE AVE
7:16 SHERMAN & RINDGE
7:25 TOBIN SCHOOL   (25)

No 2nd Tier

8:00 NEW ST (9/11/19)
8:05 GARDEN & WALDEN
8:08 21 WALDEN SQUARE  (high rise building)
8:10 WALDEN & RAYMOND
8:12 GARDEN & CHAUNCY
8:17 BRATTLE & SPARKS
8:20 BRATTLE & ASH

8:30 BALDWIN SCHOOL   (47)

AM Driver:          Contact #________
Bus # 114

11/20/19 8:17AM
<table>
<thead>
<tr>
<th>Time</th>
<th>Location</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1:55</td>
<td>TOBIN SCHOOL</td>
<td>( )</td>
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<tr>
<td></td>
<td>402 RINDGE AVE</td>
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<tr>
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<td>364 RINDGE AVE</td>
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<td>SHERMAN &amp; RINDGE</td>
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<td>No 2nd Tier</td>
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<tr>
<td>2:55</td>
<td>BALDWIN SCHOOL</td>
<td>Changed order 9/11/19</td>
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<td>GARDEN &amp; CHAUNCY</td>
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<td>BRATTLE &amp; ASH</td>
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<td>BRATTLE &amp; SPARKS</td>
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<tr>
<td></td>
<td>WALDEN &amp; RAYMOND</td>
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<tr>
<td></td>
<td>21 WALDEN SQUARE (high rise)</td>
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<td>WALDEN &amp; GARDEN</td>
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<td>NEW STREET (9/11/19)</td>
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**PM Driver:** ____________________________  **Contact #:___________**

**Bus # 114**

**Monitor_______________ contact #:_______________**

11/20/19 8:18 AM
<table>
<thead>
<tr>
<th>Time</th>
<th>Location</th>
<th>Passengers</th>
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<tbody>
<tr>
<td>7:00</td>
<td>GARDEN &amp; CHAUNCY</td>
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<td>7:02</td>
<td>WALDEN &amp; GARDEN</td>
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<td>7:04</td>
<td>WALDEN SQUARE</td>
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<td>7:06</td>
<td>WALDEN &amp; RAYMOND</td>
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<tr>
<td>7:07</td>
<td>GRAHAM &amp; PARKS SCHOOL</td>
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<td>7:09</td>
<td>BALDWIN SCHOOL</td>
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<td>7:12</td>
<td>IRVING &amp; KIRKLAND</td>
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<td>7:15</td>
<td>CAMBRIDGE &amp; IRVING - CRLS</td>
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<td>CAMBRIDGE &amp; DANA</td>
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<td>7:19</td>
<td>CAMBRIDGE &amp; HIGHLAND</td>
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<td>7:25</td>
<td>FLETCHER/MAYNARD</td>
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<tr>
<td>7:30</td>
<td>KENNEDY/LONGFELLOW</td>
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<td>7:35</td>
<td>WINDSOR &amp; HAMPSHIRE</td>
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<td>7:37</td>
<td>WINDSOR &amp; BROADWAY</td>
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<td>7:39</td>
<td>WINDSOR &amp; WASHINGTON</td>
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<td>7:41</td>
<td>BISHOP ALLEN &amp; NORFOLK</td>
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<td>HARVARD &amp; PROSPECT</td>
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<td>7:45</td>
<td>HARVARD &amp; HANCOCK</td>
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<tr>
<td>7:47</td>
<td>HARVARD &amp; WARE (9/6/19)</td>
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<tr>
<td>7:55</td>
<td>GRAHAM &amp; PARKS SCH</td>
<td>21</td>
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<tr>
<td>8:08</td>
<td>WALDEN &amp; GARDEN</td>
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<tr>
<td>8:15</td>
<td>HURON &amp; LAKEVIEW</td>
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<tr>
<td>8:16</td>
<td>TOBIN SCH</td>
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<tr>
<td>8:18</td>
<td>HURON &amp; APPLETON</td>
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<tr>
<td>8:22</td>
<td>MT AUBURN &amp; ASH</td>
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</tr>
<tr>
<td>8:30</td>
<td>AMIGOS SCH</td>
<td>38</td>
</tr>
</tbody>
</table>

AM Driver:

Contact #

11/20/19 8:19 AM
DRAGONFLY PM 1920

1:55 KENNEDY SCHOOL
MAYNARD SCHOOL WEDNESDAY ONLY
GARDEN & CHAUNCY
WALDEN & RAYMOND
21 WALDEN SQUARE
WALDEN & GARDEN
GRAHAM & PARKS SCHOOL

2:25 GRAHAM & PARKS
CRLS
HARVARD & HANCOCK
BROADWAY & ANTRIM
HARVARD & PROSPECT
BISHOP ALLEN & NORFOLK
WINDSOR & WASHINGTON
WINDSOR & BROADWAY
CAMBRIDGEPORT SCHOOL
AMIGOS SCH

2:55 AMIGOS SCHOOL
Mt AUBURN & ASH
HURON & APPLETION
HURON & LAKEVIEW
TOBIN SCHOOL
HURON & ABERDEEN
WALDEN & GARDEN

PM Driver: Contact #__________

Bus # 119

Monitor________________________ contact #__________

11/20/19 8:19 AM
<table>
<thead>
<tr>
<th>Time</th>
<th>Location</th>
<th>Notes</th>
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<tbody>
<tr>
<td>7:09</td>
<td>THIRD &amp; THORNDIKE</td>
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<td>7:15</td>
<td>AUDREY &amp; VASSAR</td>
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<tr>
<td>7:20</td>
<td>WINDSOR &amp; WASHINGTON</td>
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<tr>
<td>7:25</td>
<td>MAYNARD SCHOOL (10)</td>
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<tr>
<td>7:30</td>
<td>KENNEDY SCHOOL (16)</td>
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<tr>
<td>7:39</td>
<td>FIFTH &amp; SPRING</td>
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<tr>
<td>7:42</td>
<td>EAST ST &amp; MONSIGNOR O'BRIEN</td>
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<tr>
<td>7:44</td>
<td>MUSEUM WAY &amp; N. POINT</td>
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<td>7:53</td>
<td>THIRD &amp; ANTHENEUM</td>
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<tr>
<td>8:00</td>
<td>CAMBRIDGEPORT (11)</td>
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<tr>
<td>7:51</td>
<td>AUDREY &amp; VASSAR</td>
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<tr>
<td>8:09</td>
<td>BROOKLINE &amp; PUTNAM</td>
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<tr>
<td>8:13</td>
<td>MAGAZINE &amp; PUTNAM</td>
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<tr>
<td>8:15</td>
<td>MAGAZINE &amp; CORP MCTERNAN</td>
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<tr>
<td>8:17</td>
<td>MAGAZINE &amp; WILLIAM</td>
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<tr>
<td>8:20</td>
<td>BROOKLINE &amp; GREEN</td>
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<tr>
<td>8:30</td>
<td>KING OPEN &amp; CSUS (28)</td>
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**AM Driver: Greg**  
**Contact #:_______**

**Bus #: E1**

**11/20/19 8:19 AM**
1:55 KENNEDY SCHOOL
AUDREY & VASSAR
WINDSOR & WASHINGTON
FLETCHER MAYNARD SCH

2:55 CAMBRIDGEPORT
THIRD & ANTHENEUM
FIFTH & SPRING
EAST ST & MONSIGNOR O'BRIEN
MUSEUM WAY & N. POINT
K-LO SCHOOL (Spring St) 9/17/19

2:55 KING OPEN & CSUS
AUDREY & VASSAR * (p/u with Morse students)*
BROOKLINE & PUTNAM
MAGAZINE & PUTNAM
MAGAZINE & CORP MCTERNAN
MAGAZINE & WILLIAM
BROOKLINE & GREEN

PM Driver: Greg     Contact #__________
Bus #El
Monitor: Marie      Contact #__________

11/20/19 8:19 AM
GREEN ALLIGATOR AM
1920

7:00 KIRKLAND & IRVING
7:02 DANA & CAMBRIDGE
7:05 CAMBRIDGE & HIGHLAND
7:09 CAMBRIDGE & PROSPECT
7:12 CAMBRIDGE & WILLOW
7:15 CAMBRIDGE & SIXTH
7:17 FIFTH & SPRING
7:20 THIRD & ATHENAEUM
7:22 KENDALL SQ – MAIN ST Marriot

7:30 KING SCHOOL

No 2nd Tier
8:07 BALDWIN
8:11 IRVING & KIRKLAND
8:16 DANA & BROADWAY
8:17 BROADWAY & ANTRIM
8:19 PROSPECT & HARVARD
8:20 WINDSOR & HAMPSHIRE
8:22 WINDSOR & BROADWAY
8:23 WINDSOR & WASHINGTON
8:26 BISHOP ALLEN & NORFOLK

8:30 AMIGOS SCHOOL – UPTON ST

AM Driver:  Contact # __________
Bus # 123

11/20/2019 8:20 AM
<table>
<thead>
<tr>
<th>Time</th>
<th>Locations</th>
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<tbody>
<tr>
<td>No 1st Tier</td>
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<tr>
<td>No 2nd Tier</td>
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</tr>
</tbody>
</table>
| **2:55** AMIGOS – UPTON STREET () | YMCA  
PROSPECT & HARVARD  
BISHOP ALLEN & NORFOLK  
WINDSOR & WASHINGTON  
WINDSOR & BROADWAY  
WINDSOR & HAMPSHIRE  
BROADWAY & ANTRIM  
DANA & BROADWAY  
CRLS - Broadway |
| **3:55** KING SCHOOL Magee St () | KIRKLAND & IRVING  
CAMBRIDGE & TROWBRIDGE  
CAMBRIDGE & DANA  
CAMBRIDGE & HIGHLAND  
CAMBRIDGE & PROSPECT  
CAMBRIDGE & WILLOW  
CAMBRIDGE & SIXTH  
FIFTH & SPRING  
THIRD & ATHENAEUM  
KENDALL SQ – MAIN ST Marriot |

PM Driver: Contact #__________
Bus # 123
Monitor___________________ contact # ___________

11/20/2019 8:20 AM
<table>
<thead>
<tr>
<th>Time</th>
<th>Location</th>
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<tbody>
<tr>
<td>7:16</td>
<td>SPARKS &amp; BRATTLE</td>
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<tr>
<td>7:18</td>
<td>HURON &amp; RESERVOIR</td>
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<tr>
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<td>HURON &amp; LAKEVIEW</td>
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<td>7:22</td>
<td>TOBIN SCHOOL</td>
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<tr>
<td>7:25</td>
<td>HURON &amp; LARCH</td>
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<tr>
<td><strong>7:30</strong></td>
<td><strong>HAGGERTY SCHOOL</strong></td>
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<td>7:33</td>
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<td>7:38</td>
<td>TOBIN SCH</td>
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<tr>
<td>7:45</td>
<td>87 NEW ST (near the cinema)</td>
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<tr>
<td>7:58</td>
<td>DROP @ corner for St. Peters School</td>
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<tr>
<td><strong>8:00</strong></td>
<td><strong>GRAHAM &amp; PARKS SCHOOL</strong></td>
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<tr>
<td>8:10</td>
<td>223 CONCORD TURNPIKE</td>
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<tr>
<td>8:16</td>
<td>30 CAMBRIDGEPARK DR</td>
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<tr>
<td><strong>8:35</strong></td>
<td><strong>PEABODY &amp; RAUS</strong></td>
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**AM Driver: Zezito contact #:**

Bus #136
1:55 HAGGERTY SCHOOL ( )
  HURON & LARCH
  HURON & LAKEVIEW
  TOBIN SCHOOL
  HURON & RESERVOIR
  BRATTLE & SPARKS

2:25 GRAHAM & PARKS SCHOOL ( )
  87 NEW ST (near cinema)
  HAGGERTY SCH
  HURON & ABERDEEN
  HURON & LAKEVIEW
  TOBIN SCHOOL

3:00 PEABODY & RAUS ( )
  223 CONCORD TURNPIKE
  30 CAMBRIDGEPARK DR

PM Driver: Zezito  contact #:__________
Bus #136
PM MONITOR_________ contact #__________
BLACK SEAL

7:20 WALDEN & GARDEN
7:21 WALDEN & RAYMOND
7:23 RAYMOND & LINNAEAN *(9/18/19)*
7:26 BRATTLE & SPARKS
7:30 KING SCHOOL on MAGEE ST *(18)*

No 2nd Tier

8:02 FIFTH & SPRING
8:07 CAMBRIDGE & WILLOW
8:11 CAMBRIDGE & PROSPECT
8:13 CAMBRIDGE & HIGHLAND (near hospital)
8:15 KIRKLAND & IRVING
8:18 BALDWIN
8:30 VASSAL LANE UPPER SCH *(18)*

AM Driver ________ contact# __________
Bus # 105

11/20/19 8:10 AM
2:00 KING SCHOOL on Wednesday

No 2nd Tier

2:55 VASSAL LANE UPPER SCH

BALDWIN
IRVING & KIRKLAND
CAMBRIDGE & TROWBRIDGE
CAMBRIDGE & HIGHLAND (9/6/19)
CAMBRIDGE & PROSPECT
CAMBRIDGE & WILLOW
FIFTH & SPRING

3:55 KING SCHOOL on MAGEE ST

BRATTLE & SPARKS
GRAHAM & PARKS
WALDEN & RAYMOND
WALDEN & GARDEN

Pm driver ________________ contact # ________________
Bus #
Monitor ________________ contact # ________________

11/20/19 8:10 AM
GREEN FISH 1920

7:09  PEARL & WILLIAM
7:12  PUTNAM & RIVER
7:15  PUTNAM & CALLENDER
7:25  HAGGERTY SCH  (15 )

No 2nd Tier

7:45  30 CAMBRIDGEPARK DRIVER
7:50  402 RINDGE TOWERS
7:53  364 RINDGE TOWERS
7:55  JEFFERSON PARK
8:00  21 WALDEN SQ (high rise)
8:02  WALDEN & RAYMOND
8:30  KING OPEN & CSUS  CAMBRIDGE ST ( )

AM Driver: Francois    Contact #___________
Bus # 112/106

11/20/19
1:55 HAGGERTY SCH ()

YMCA - MASS AVE
PUTNAM & CALLENDER
PUTNAM & RIVER
PEARL & WILLIAM
MORSE SCH
CAMBPORT SCH (PM only)

2:55 KING OPEN & CAMBRIDGE ST UPPER ()

CRLS Broadway (PM only 9/5/19)
WALDEN & RAYMOND
21 WALDEN SQ (high rise)
RINDGE & CLIFTON
364 RINDGE TOWERS
402 RINDGE TOWERS
223 CONCORD TURNPIKE
30 CAMBRIDGE PARK DRIVE

PM Driver: Contact #__________
Bus # 120
Monitor______________ contact #__________

11/20/19 8:21 AM
GREEN FROG 1920

7:08 CLIFTON & RINDGE AVE
7:15 CONCORD AVE & MOULTON
7:18 SUNSET & GRISWOLD
7:22 HAGGERTY SCHOOL
7:24 HURON & ABERDEEN
7:30 TOBIN SCHOOL

No 2nd Tier

7:35 TOBIN SCH (9/23/19)
7:50 402 RINDGE AVE (9/23/19)
7:52 364 RINDGE AVE (9/23/19)
7:55 JEFFERSON PARK (9/23/19)
8:00 PEABODY SCHOOL (9/23/19)

8:07 WALDEN & RAYMOND ST
8:10 WALDEN & GARDEN ST

8:15 BRATTLE & SPARKS

8:30 PAUS corner of Magee & Putnam

11/20/19 8:21 AM
AM Driver: Ismail Contact #___________
Bus # 125
1:55  TOBIN SCHOOL  
HURON & ABERDEEN
HAGGERTY SCHOOL
SUNSET & GRISWOLD
CONCORD & MOULTON
JEFFERSON PARK

No 2nd Tier

2:55  PAUS on Magee Street  
BRATTLE & SPARKS
HURON & LAKE VIEW AVE
WALDEN & GARDEN ST
WALDEN & RAYMOND ST

PM Driver:  Contact #__________
Bus # 125
Monitor:  Contact #__________

11/20/19 8:21 AM
<table>
<thead>
<tr>
<th>Time</th>
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<tbody>
<tr>
<td>7:00</td>
<td>LEIGHTON ST &amp; N. POINT BLVD</td>
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<tr>
<td>7:02</td>
<td>EAST ST &amp; MONSIGNOR OBRIEN</td>
</tr>
<tr>
<td>7:06</td>
<td>CAMBRIDGE &amp; SIXTH</td>
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<tr>
<td>7:11</td>
<td>CAMBRIDGE &amp; WILLOW</td>
</tr>
<tr>
<td>7:15</td>
<td>WINDSOR &amp; BROADWAY</td>
</tr>
<tr>
<td>7:18</td>
<td>WINDSOR &amp; WASHINGTON</td>
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<tr>
<td>7:16</td>
<td>BISHOP ALLAN &amp; NORFOLK</td>
</tr>
<tr>
<td>7:19</td>
<td>HARVARD &amp; HANCOCK</td>
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<tr>
<td>7:30</td>
<td>HAGGERTY SCHOOL</td>
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<tr>
<td>7:35</td>
<td>TOBIN SCHOOL</td>
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No 2nd Tier

7:57 MASS & CAMERON
8:00 MASS & NEWMAN
8:04 MADISON & COLUMBUS
8:08 MASS & WALDEN

8:30 PAUS corner of Magee-Putnam

Driver: Gerald
Contact #
Bus # 118

11/20/19 8:21 AM
<table>
<thead>
<tr>
<th>Time</th>
<th>School Name</th>
<th>Location</th>
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<tbody>
<tr>
<td>1:55</td>
<td>HAGGERTY SCHOOL</td>
<td>CRLS – Broadway</td>
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<td>2:05</td>
<td>TOBIN SCH</td>
<td>HARVARD &amp; HANCOCK</td>
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<td>BROADWAY &amp; ANTRIM</td>
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<tr>
<td></td>
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<td>HARVARD &amp; PROSPECT</td>
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<td>BISHOP ALLEN &amp; NORFOLK</td>
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<td>WINDSOR &amp; WASHINGTON</td>
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<td>LEIGHTON ST &amp; N. POINT BLVD</td>
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<td>EAST ST &amp; MONSIGNOR OBIEN</td>
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**No 2nd Tier**

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<td>BALDWIN SCH (9/3/19)</td>
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<td>MASS &amp; BEECH</td>
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<tr>
<td></td>
<td></td>
<td>MADISON &amp; COLUMBUS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>402 RINDGE AVE</td>
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<tr>
<td></td>
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<td>364 RINDGE AVE</td>
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<td>JEFFERSON PARK</td>
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<td>PEABODY SCHOOL</td>
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**PM Driver:**  

**Contact #:**

**Bus # 118**

**Monitor**

**Contact #**

11/20/19 8:22 AM
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<th>Time</th>
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<tr>
<td>7:15</td>
<td>BALDWIN SCHOOL (BIS &amp; Charter)</td>
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<tr>
<td>7:20</td>
<td>MASS &amp; BEECH (Charter)</td>
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<tr>
<td>7:22</td>
<td>MASS &amp; WOODBRIDGE (Charter)</td>
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<tr>
<td>7:25</td>
<td>MASS &amp; CAMERON (Charter)</td>
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<tr>
<td>7:28</td>
<td>MASS &amp; CHURCHILL (Charter)</td>
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<tr>
<td>7:30</td>
<td>BOSTON INT' SCHOOL (drop off)</td>
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<tr>
<td>7:38</td>
<td>CEDAR &amp; HARVEY (Charter)</td>
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<td>7:40</td>
<td>JEFFERSON PARK</td>
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<td>7:45</td>
<td>WALDEN &amp; SHERMAN</td>
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<td>7:47</td>
<td>WALDEN &amp; RAYMOND</td>
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<tr>
<td>7:50</td>
<td>GARDEN &amp; CHAUNCY</td>
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<tr>
<td>8:00</td>
<td>CAMBRIDGEPORT SCHOOL (23)</td>
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<tr>
<td>8:10</td>
<td>CCCS BENT STREET</td>
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FREE

(Moved to Ladybug)

**AM Driver:**
Bus # 139

Contact #___________

11/20/19 8:22 AM
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<td>BALDWIN SCHOOL</td>
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<td>GARDEN &amp; CHAUNCY</td>
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<td>GRAHAM &amp; PARKS</td>
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<td>CEDAR &amp; HARVEY</td>
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<td>JEFFERSON PARK</td>
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<tr>
<td></td>
<td>PEABODY SCHOOL</td>
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<tr>
<td></td>
<td>223 CONCORD TURNPIKE (drop with Banneker students) 8/30/19</td>
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<tr>
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<td>30 CAMBRIDGE PARK DR (drop with Banneker students) 8/30/19</td>
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<tr>
<td>3:05</td>
<td>BANNEKER</td>
<td>( )</td>
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<td>233 CONCORD TURNPIKE</td>
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<td>CONCORD &amp; MOULTON</td>
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<td>HAGGERTY SCH</td>
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<td>HURON &amp; LAKEVEIW</td>
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<td>CRLS (on Broadway)</td>
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<td>BROADWAY &amp; ANTRIM</td>
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**PM Driver:** ___________________  **Contact #** ____________

**Bus #** 139
**Monitor** ________________  **Contact #** ____________

11/20/19 8:22 AM
No 1st Tier

7:46 MAGAZINE & WILLIAM
7:48 MAGAZINE & CPL McTERNAN
7:49 MAGAZINE & PUTNAM
7:52 PUTNAM & BROOKLINE
7:54 BROOKLINE & VALENTINE
7:55 BROOKLINE & FRANKLIN

8:00 CAMBRIDGEPORT SCH (34)

8:10 KENDALL SQ Marriot Hotel (Broadway side) (9/10/19)
8:12 THIRD & ATHENAEUM
8:18 LEIGHTON ST & N. POINT BLVD
8:19 EAST ST & MONSIGNOR OBIEN

8:30 KING OPEN & CSUS 850 Cambridge St (26)

AM Driver: _______ contact #: __________

Bus #
No 1st Tier

2:25 CAMBRIDGEPORT SCHOOL ()
MAGAZINE & WILLIAMS
MAGAZINE & CPL. McTERNAN
MAGAZINE & PUTNAM
MORSE SCHOOL (PM ONLY)
BROOKLINE & PUTNAM
BROOKLINE & VALENTINE
BROOKLINE & FRANKLIN

2:55 KING OPEN & CSUS 850 Cambridge St ()
KENDALL SQ Marriot Hotel (Broadway side) (9/10/19)
THIRD & ATHENAEUM
LEIGHTON ST & N. POINT BLVD
EAST ST & MONSIGNOR OBIEN

PM Driver: ________ contact #: __________
Bus #

GREY SHARK PM
19 20
LADYBUG 1920

7:00  RINDGE & JACKSON (9/23/19)
7:02  364 RINDGE TOWERS (9/23/19)
7:04  402 RINDGE TOWERS (9/23/19)
7:08  30 CAMBRIDGE PARK DR
7:30  FMA SCHOOL
7:35  K-LO SCHOOL

7:44  THIRD & ANTHENEUM
7:48  FIFTH & SPRING
7:54  LEIGHTON ST & N. POINT
7:56  MUSEUM WAY & N. POINT
7:58  EAST ST & MONSIGNOR O'BRIEN
8:06  CAMBRIDGE & WILLOW
8:10  CAMBRIDGE & PROSPECT
8:14  CAMBRIDGE & HIGHLAND
8:16  CAMBRIDGE & HOVEY
8:18  KIRKLAND & IRVING
8:35  PEABODY & RAUS

AM Driver: Fantal

Bus # 151

11/20/19 8:22 AM
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<td>CAMBRIDGE &amp; TROWBRIDGE - CRLS</td>
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<td>IRVING &amp; KIRKLAND</td>
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<td>BALDWIN SCHOOL</td>
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<tr>
<td>2:00</td>
<td>K-LO FMA</td>
<td>Wednesday</td>
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<tr>
<td>2:30</td>
<td>GRAHAM PARKS</td>
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<td>223 CONCORD TURNPIKE</td>
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<td>30 CAMBRIDGEPARK DR</td>
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<td>3:00</td>
<td>PEABODY</td>
<td>RAUS</td>
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<td>BALDWIN SCHOOL (Peabody only)</td>
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<td>KIRKLAND &amp; IRVING</td>
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<td>CAMBRIDGE &amp; SIXTH</td>
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<td>SPRING &amp; FIFTH</td>
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<td>EAST ST &amp; MONSIGNOR OBRIEN</td>
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<td>LEIGHTON ST &amp; N. POINT</td>
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<td>MUSEUM WAY &amp; N. POINT</td>
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**PM Driver:**
**Bus # 107**

**Contact #**

**11/20/19 8:22 AM**
No 1st Tier

7:29  AUDRY & VASSAR
7:36  PEARL & WILLIAM
7:38  PEARL & CLP MCTERNAN
7:41  PUTNAM & RIVER
7:44  WESTERN & KINNAIRD
7:47  PUTNAM & MAGEE
7:51  BRATTLE & SPARKS

8:00  GRAHAM PARKS SCH  (43)

7:59  GARDEN & CHAUNCY
8:03  GRAHAM & PARKS
8:06  WALDEN & RAYMOND
8:07  21 WALDEN SQUARE
8:10  RINDGE & MONTGOMERY
8:16  402 RINDGE AVE
8:18  364 RINDGE AVE
8:19  JEFFERSON PARK

8:30  AMIGOS SCHOOL  (29)

AM Driver:  Contact #___________

Bus # 129

11/20/19
No 1st Tier

2:55 GRAHAM PARKS SCH  
BRATTLE & SPARKS  
YMCA  
PEARL & WILLIAM  
PEARL & CLP MCTERNAN
WESTERN & KINNAIRD
PUTNAM & MAGEE  
PUTNAM & RIVER  
MORSE  
AUDREY & VASSAR

2:55 AMIGOS SCHOOL  
GARDEN & CHAUNCY  
GRAHAM & PARKS  
WALDEN & RAYMOND  
21 WALDEN SQUARE  
RINDGE & MONTGOMERY  
402 RINDGE AVE  
364 RINDGE AVE  
JEFFERSON PARK

PM Driver: Linda  Contact # ____________  
Bus #129  
Monitor ________________ contact # ____________

11/20/19
<table>
<thead>
<tr>
<th>Time</th>
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<tr>
<td>7:10</td>
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<td>21 WALDEN SQUARE</td>
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<td>7:15</td>
<td>WALDEN &amp; GARDEN (plus Banneker)</td>
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<td>7:17</td>
<td>87 NEW ST</td>
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<td>7:18</td>
<td>CONCORD AVE &amp; MOULTON (plus Banneker)</td>
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<td><strong>GRAHAM &amp; PARKS SCH</strong>  (44)</td>
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**AM Driver:**

**Bus # 126**

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<td>MASS &amp; NEWMAN</td>
</tr>
<tr>
<td></td>
<td>MADISON &amp; COLUMBUS</td>
</tr>
<tr>
<td></td>
<td>CEDAR &amp; HARVEY</td>
</tr>
<tr>
<td></td>
<td>PEABODY SCHOOL</td>
</tr>
<tr>
<td></td>
<td>MASS &amp; WALDEN</td>
</tr>
</tbody>
</table>

PM Driver: Gerald    Contact # ____________
Bus #
Monitor ______________ contact # ____________
11/20/19 8:23 AM
PINK SEA HORSE AM
1920

7:16    MUSEUM WAY & N. POINT
7:17    LEIGHTON ST & N. POINT
7:18    EAST ST & MONSIGNOR O'BRIEN

7:25    FMA      (8)
7:30    K-LO     (19)

No 2nd Tier

7:46    AUDREY & VASSAR
7:51    THIRD & ATHENAEUM
7:55    FIFTH & SPRING
7:58    CAMBRIDGE & SCiarappa
8:01    CAMBRIDGE & FIRST ST
8:05    MUSEUM WAY & N. POINT
8:06    LEIGHTON ST & N. POINT
8:07    MONSIGNOR O'BRIEN & EAST ST
8:13    CAMBRIDGE & SIXTH
8:17    CAMBRIDGE & WILLOW
8:21    CAMBRIDGE & PROSPECT

8:30    AMIGOS SCHOOL     (56)

AM Driver: Jean J  Contact # __________

Bus # 143

11/20/19 8:23 AM
1:55 K-LO SCHOOL
2:10 FMA SCHOOL (wed)

LEIGHTON ST & N. POINT
MUSEUM WAY & N. POINT
EAST ST & MONSIGNOR

No 2nd Tier

2:55 AMIGOS SCHOOL

AUDREY & VASSAR
THIRD & ATHENAEUM
FIFTH & SPRING
CAMBRIDGE & FIRST ST
MUSEUM WAY & N. POINT
LEIGHTON ST & N. POINT
EAST ST & MONSIGNOR O'BRIEN
CAMBRIDGE & SCiarappa
CAMBRIDGE & SIXTH
CAMBRIDGE & WILLOW
CAMBRIDGE & PROSPECT
CAMBRIDGEPORT SCHOOL

PM Driver: Jean J
Contact#
Bus # 143
Monitor contact#
11/20/19 8:23 AM
NO 1st TIER

7:24 CEDAR & HARVEY
(9/19/19)
7:30 364 RINDGE AVE
7:32 402 RINDGE AVE
7:35 30 CAMBRIDGEPARK DRIVE
(9/19/19)
8:00 MORSE SCHOOL (8)

8:05 PUTNAM & BROOKLINE
8:06 BROOKLINE & VALENTINE
8:08 BROOKLINE & FRANKLIN
8:11 MAGAZINE & CPL McTERNAN
8:12 MAGAZINE & PUTNAM
8:14 PUTNAM & RIVER
8:17 WESTERN & KINNAIRD
8:18 WESTERN & HOWARD
8:20 PUTNAM & CALLENDER
8:26 MT AUBURN & BREWER

8:35 PEABODY (6) RAUS (25)

AM Driver: Aderito Contact #__________
Bus # 137

11/20/19 8:23 AM
<table>
<thead>
<tr>
<th>2:25</th>
<th>MORSE SCHOOL</th>
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<tr>
<td></td>
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<tr>
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<td>RINDGE &amp; CLIFTON</td>
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<tr>
<td></td>
<td>364 RINDGE AVE</td>
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</tr>
<tr>
<td></td>
<td>402 RINDGE AVE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 CAMBRIDGEPARK DR</td>
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<tr>
<td></td>
<td>PEABODY SCHOOL</td>
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</tr>
<tr>
<td>2:55</td>
<td>PEABODY</td>
<td>()</td>
</tr>
<tr>
<td></td>
<td>RAUS</td>
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</tr>
<tr>
<td></td>
<td>MT AUBURN &amp; BREWER</td>
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<td>PUTNAM &amp; CALLENDER</td>
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<td></td>
<td>PUTNAM &amp; RIVER</td>
<td></td>
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<tr>
<td></td>
<td>MAGAZINE &amp; WILLIAMS</td>
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<td>MAGAZINE &amp; CPL. McTERNAN</td>
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<td>MAGAZINE &amp; PUTNAM</td>
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<td>BROOKLINE &amp; PUTNAM</td>
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<td>BROOKLINE &amp; VALENTINE</td>
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<tr>
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<td>BROOKLINE &amp; FRANKLIN</td>
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</tbody>
</table>

PM Driver: Edzer  
Bus # 137Monitor 
Contact #__________ 
8:23 AM 
Contact #_______11/20/2019
PURPLE DRAGON AM
19 20

7:05 THIRD & ATHENAEUM
7:07 KENDALL SQ (Marriot Hotel- Main St)
7:11 WINDSOR & HAMPSHIRE
7:13 WINDSOR & BROADWAY FMA
7:14 WINDSOR & WASHINGTON
7:16 BISHOP ALLEN & NORFOLK
7:18 PROSPECT & HARVARD
7:20 BROADWAY & ANTRIM
7:22 CRLS - Broadway
7:25 GARDEN & CHAUNCY

7:30 TOBIN SCHOOL ( )

No 2nd Tier

7:48 TOBIN SCHOOL

7:53 CONCORD & MOULTON
7:57 SUNSET & GRISWOLD
7:58 HAGGERTY SCHOOL
8:03 HURON & ABERDEEN
8:05 HURON & LAKE VIEW
8:09 HURON & RESERVOIR (9/18/19)
8:11 WALDEN & GARDEN
8:13 GRAHAM PARKS SCH (9/5/19)
8:15 GARDEN & CHAUNCY

8:30 KING OPEN ( ) & CSUS ( )

AM Driver: Wilner Contact #__________
Bus # 133
11/20/19 8:24 AM

11/20/19 8:24 AM
**PURPLE DRAGON PM**

1:55 TOBIN SCHOOL  ()

<table>
<thead>
<tr>
<th>CONCORD &amp; CHAUNCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRLS - Broadway</td>
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<tr>
<td>BROADWAY &amp; ANTRIM</td>
</tr>
<tr>
<td>PROSPECT &amp; HARVARD</td>
</tr>
<tr>
<td>BISHOP ALLEN &amp; NORFOLK</td>
</tr>
<tr>
<td>WINDSOR &amp; WASHINGTON</td>
</tr>
<tr>
<td>WINDSOR &amp; BROADWAY</td>
</tr>
<tr>
<td>WINDSOR &amp; HAMPSHIRE</td>
</tr>
<tr>
<td>THIRD &amp; ATHENAEUM</td>
</tr>
<tr>
<td>KENDALL SQ (Marriot Hotel – Main St orange “KSQ”)</td>
</tr>
<tr>
<td>KING OPEN (Cambridge St) (11/12/19)</td>
</tr>
</tbody>
</table>

No 2nd Tier

2:55 KING OPEN & CSUS  ()

<table>
<thead>
<tr>
<th>GARDEN &amp; CHAUNCY</th>
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</thead>
<tbody>
<tr>
<td>GRAHAM PARKS SCH</td>
</tr>
<tr>
<td>WALDEN &amp; GARDEN</td>
</tr>
<tr>
<td>CONCORD &amp; MOULTON</td>
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<tr>
<td>SUNSET &amp; GRISWOLD</td>
</tr>
<tr>
<td>HURON &amp; CUSHING</td>
</tr>
<tr>
<td>HAGGERTY SCHOOL</td>
</tr>
<tr>
<td>HURON &amp; ABERDEEN</td>
</tr>
<tr>
<td>HURON &amp; LAKEVIEW</td>
</tr>
<tr>
<td>TOBIN SCHOOL</td>
</tr>
</tbody>
</table>

(9/18/19)

**PM Driver:**

**Bus # 133**

**Monitor_________________________ contact #___________**
7:05  HARVARD & HANCOCK  10/4/19
7:10  MAGAZINE & WILLIAMS  10/4/19
7:12  MAGAZINE & CPL MCTERNAN  10/4/19
7:14  KING SCH – Putnam Ave  10/4/19
7:20  HAGGERTY SCH  (Camb Charter students)  10/4/19
7:21  HURON & ABERDEEN  10/4/19
7:22  HURON & RESEVOIR  10/4/19
7:24  HURON & LAKEVIEW  (Camb Charter students)  10/4/19

7:35  DROP BANNEKER SCHOOL  10/4/19
7:40  DROP INTERNATIONAL SCHOOL  10/4/19

No 2\textsuperscript{nd} Tier

7:53  MT AUBURN & ASH  (should we move this on the way up North)
7:57  PUTNAM & CALLENDER  10/4/19
8:00  PUTNAM & RIVER  10/4/19

8:12  CAMB CHARTER SCH Bent St

\textbf{AM Driver:}  \hspace{1cm} \textbf{Contact #} \\
\textbf{Bus #}  \\
\textbf{11/20/19 8:25 AM}
No 1<sup>st</sup> Tier

No 2<sup>nd</sup> Tier

2:55 BANNEKER SCHOOL

YMCA
WESTERN & KINNAIRD
KING - Putnam Ave
PUTNAM & RIVER
MAGAZINE & UPTON
MAGAZINE & CPL MCTERNAN
MAGAZINE & PUTNAM
MORSE SCHOOL
BROOKLINE & PUTNAM

3:45 MAYNARD SCHOOL  (no wed) ()

(Changed order of stops 11/14/19)

WALDEN & RAYMOND

21 WALDEN SQ

PEABODY

MASS & CAMERON

RINDGE AVE & JACKSON ST

364 RINDGE AVE

402 RINDGE AVE

30 CAMBRIDGE PARK DR

PM Driver:  Contact #___________
Bus # 140  Monitor_______________ contact #___________

11/20/19 S:25 AM
RAINFOW AM 1920

7:00 KIRKLAND & IRVING
7:03 BALDWIN SCH
7:07 MASS & RUSSELL
7:10 MASS & CAMERON
7:12 MASS & CHURCHHILL
7:15 MADISON & COLUMBUS
7:18 CEDAR & HARVEY

7:30 HAGGERTY SCHOOL (16)

No 2nd Tier

7:55 HAGGERTY SCHOOL
7:57 HURON & ABERDEEN
8:00 TOBIN SCHOOL

8:10 CONCORD & MOULTON
8:11 SUNSET & GRISWOLD

8:30 PEABODY & RAUS (30)

AM Driver: ________  Contact #__________
Bus # 149

11/20/19 8:25 AM
1:55 HAGGERTY SCHOOL ()
KIRKLAND & IRVING
BALDWIN SCHOOL
MASS & RUSSELL
MASS & CAMERON
MASS & CHURCHHILL
MADISON & COLUMBUS
CEDAR & HARVEY
PEABODY SCHOOL

No 2nd Tier

2:55 PEABODY () RAUS SCHOOL ()
CONCORD & MOULTON
SUNSET & GRISWOLD
HAGGERTY SCHOOL
HURON & ABERDEEN
TOBIN

PM Driver: _________ Contact #__________
Bus #149
Monitor___________________ contact #____________

11/20/19 8:25 AM
# RED FIRE ENGINE 1920

<table>
<thead>
<tr>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:01</td>
<td>NEW ST (near cinema)</td>
</tr>
<tr>
<td>7:05</td>
<td>CONCORD &amp; MOULTON</td>
</tr>
<tr>
<td>7:06</td>
<td>SUNSET &amp; GRISWOLD</td>
</tr>
<tr>
<td>7:09</td>
<td>HAGGERTY SCHOOL</td>
</tr>
<tr>
<td>7:12</td>
<td>HURON &amp; ABERDEEN</td>
</tr>
<tr>
<td>7:14</td>
<td>TOBIN SCHOOL</td>
</tr>
<tr>
<td>7:16</td>
<td>HURON &amp; LAKEVIEW</td>
</tr>
<tr>
<td>7:19</td>
<td>HURON &amp; APPLETON</td>
</tr>
<tr>
<td>7:20</td>
<td>BRATTLE &amp; SPARKS</td>
</tr>
<tr>
<td>7:25</td>
<td>MAYNARD SCHOOL (8)</td>
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<tr>
<td>7:30</td>
<td>KENNEDY SCHOOL (13)</td>
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</table>

## NO 2nd Tier

<table>
<thead>
<tr>
<th>Time</th>
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<tbody>
<tr>
<td>7:40</td>
<td>MASS &amp; BEECH</td>
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<tr>
<td>7:43</td>
<td>MASS &amp; CAMERON</td>
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<tr>
<td>7:45</td>
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<tr>
<td>7:48</td>
<td>MADISON &amp; COLUMBUS</td>
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<tr>
<td>7:53</td>
<td>CEDAR &amp; HARVEY</td>
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<tr>
<td>7:56</td>
<td>PEABODY SCHOOL</td>
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<tr>
<td>7:59</td>
<td>MASS &amp; WALDEN</td>
</tr>
<tr>
<td>8:35</td>
<td>AMIGOS SCHOOL</td>
</tr>
</tbody>
</table>

**AM Driver:** Roger  
**Bus #:** 145  
**Date & Time:** 11/20/19 8:25 AM
RED FIRE ENGINE PM 19 20

1:55 KENNEDY SCH
MAYNARD SCH WEDNESDAY ONLY
BRATTLE & SPARKS
87 NEW ST near cinema
CONCORD & MOULTON
HAGGERTY SCHOOL
HURON & ABERDEEN
HURON & LAKEVIEW
TOBIN SCHOOL
HURON & APPLETON

No 2nd Tier

2:55 AMIGOS SCH ( )
IRVING & KIRKLAND
Baldwin
MASS & BEECH
MASS & CAMERON
MASS & NEWMAN
MADISON & COLUMBUS
CEDAR & HARVEY
PEABODY SCHOOL
MASS & WALDEN

PM Driver: Roger Contact #___________
Bus # 145
Monitor_____________ contact #___________

11/20/19 8:25 AM
<table>
<thead>
<tr>
<th>Time</th>
<th>Location</th>
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<tbody>
<tr>
<td>7:03</td>
<td>MASS &amp; RUSSELL</td>
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<tr>
<td>7:04</td>
<td>PEABODY SCHOOL</td>
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<tr>
<td>7:06</td>
<td>WOODBRIDGE &amp; MASS</td>
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<tr>
<td>7:10</td>
<td>MASS &amp; NEWMAN</td>
</tr>
<tr>
<td>7:12</td>
<td>MADISON &amp; COLUMBUS</td>
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<tr>
<td>7:16</td>
<td>CEDAR &amp; HARVEY</td>
</tr>
<tr>
<td>7:25</td>
<td>Tobin School</td>
</tr>
<tr>
<td>7:36</td>
<td>Russell &amp; Mass</td>
</tr>
<tr>
<td>7:39</td>
<td>Woodbridge &amp; Mass</td>
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<tr>
<td>7:42</td>
<td>Mass &amp; Newman</td>
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<tr>
<td>7:49</td>
<td>Cedar &amp; Harvey</td>
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<tr>
<td>8:00</td>
<td>Graham &amp; Parks Sch</td>
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<tr>
<td>8:14</td>
<td>Mass &amp; Cameron</td>
</tr>
<tr>
<td>8:16</td>
<td>Mass &amp; Newman</td>
</tr>
<tr>
<td>8:20</td>
<td>Madison &amp; Columbus</td>
</tr>
<tr>
<td>8:30</td>
<td>Peabody &amp; Raus</td>
</tr>
</tbody>
</table>

**AM Driver:** Enold          **Contact #** __________

Bus # 132
## RED HEART PM 1920

### 1:55 TOBIN SCHOOL
- MASS & RUSSELL
- WOODBRIDGE & MASS
- MASS & GOLDSTAR
- MASS & NEWMAN
- MADISON & COLUMBUS
- CEDAR & HARVEY
- PEABODY SCHOOL
- GRAHAM & PARKS

### 2:25 GRAHAM & PARKS SCHOOL
- MASS & BEECH
- WOODBRIDGE & MASS
- MASS & NEWMAN
- MADISON & COLUMBUS
- CEDAR & HARVEY
- PEABODY SCHOOL

### 2:55 PEABODY only
- MASS & CAMERON
- MASS & NEWMAN
- MADISON & COLUMBUS

### 3:40 SCHOOL OF BOSTON
- WALDEN & SHERMAN
- HURON & RESERVOIR
- HAGGERTY SCH
- MT AUBURN & ASH (NOT EVERYDAY)
- BALDWIN SCH
- HARVARD & HANCOCK 9/18/19
- KING SCH (Putnam Ave)
- PUTNAM & RIVER
- MAGAZINE & WILLIAM

**PM Driver: Enold**

**Monitor**

**Bus # 132**

**11/29/18**
RED LOBSTER AM 19-20

7:00 CAMBRIDGE & PROSPECT
7:03 CAMBRIDGE & WILLOW
7:05 CAMBRIDGE & SIXTH
7:10 N. POINT & LEIGHTON
7:14 THIRD & ATHENEUM
7:18 WINDSOR & BROADWAY
7:19 WINDSOR & WASHINGTON
7:22 BISHOP ALLEN & NORFOLK
7:25 HARVARD & PROSPECT
7:28 BROADWAY & ANTRIM

7:40 BANNEKER SCHOOL

7:44 364 RINDEGE TOWERS
7:47 JEFFERSON PARK - Rindge Ave
7:51 WALDEN & SHERMAN

8:10 CAMBRIDGE CHARTER Bent St

AM Driver: Contact #______________

11/20/19
RED LOBSTER PM 1920

2:55 BANNEKER SCHOOL
CAMBRIDGE & PROSPECT
HARVARD & PROSPECT
BISHOP ALLEN & NORFOLK
WINDSOR & WASHINGTON
WINDSOR & BROADWAY
WINDSOR & HAMPSHIRE
CAMBRIDGE & WILLOW
CAMBRIDGE & SIXTH
FIFTH & SPRING
THIRD & ATHENAEUM
N. POINT & LEIGHTON

3:40 CHARTER SCHOOL
PUTNAM & BROOKLINE
PUTNAM & RIVER
PUTNAM & CALLENDER
MOUNT AUBURN & ASH
HAGGERTY SCHOOL
HURON & ABERDEEN
HURON & LAKEVIEW
WALDEN & SHERMAN
364 RINDGE AVE
JEFFERSON PARK
PEABODY SCHOOL
MASS & CAMERON
MASS & CHURCHILL
BALDWIN SCHOOL

PM Driver: Junior
Bus # 144
Monitor:

Contact # __________
Contact # __________

11/20/2019 8:26 AM
<table>
<thead>
<tr>
<th>Time</th>
<th>Location</th>
</tr>
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<tbody>
<tr>
<td>7:00</td>
<td>BALDWIN SCHOOL</td>
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<tr>
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<td>MASS &amp; BEECH</td>
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<td>7:06</td>
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<td>MASS &amp; NEWMAN</td>
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<td>MADISON &amp; COLUMBUS</td>
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<td>CEDAR &amp; HARVEY</td>
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<tr>
<td>7:14</td>
<td>402 RINDGE AVE</td>
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<tr>
<td>7:16</td>
<td>364 RINDGE AVE</td>
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<tr>
<td>7:18</td>
<td>JEFFERSON PARK</td>
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<tr>
<td>7:20</td>
<td>RINDGE &amp; MONTGOMERY</td>
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<tr>
<td>7:22</td>
<td>MASS &amp; WALDEN</td>
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<tr>
<td>7:30</td>
<td>KING SCHOOL PUTNAM AVE (43)</td>
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No 2nd Tier

<table>
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<tr>
<th>Time</th>
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<tbody>
<tr>
<td>7:55</td>
<td>MASS &amp; RUSSELL</td>
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<td>7:58</td>
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<td>8:04</td>
<td>MADISON &amp; COLUMBUS</td>
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<tr>
<td>8:07</td>
<td>MASS &amp; HARVEY (9/24/19)</td>
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<tr>
<td>8:10</td>
<td>WALDEN &amp; MASS AVE (9/24/19)</td>
</tr>
<tr>
<td>8:30</td>
<td>KING OPEN &amp; CSUS (36)</td>
</tr>
</tbody>
</table>

AM Driver: Mohammed
Bus # 148

11/20/2019 8:26 AM
RED ROCKET PM 1920

2:55 KING OPEN & CSUS ( )
IRVING & KIRKLAND
BALDWIN SCHOOL
MASS & BEECH
MASS & RUSSELL
MASS & CAMERON
MADISON & COLUMBUS
CEDAR & HARVEY
PEABODY SCHOOL
9/18/19

No 2nd Tier

3:55 KING SCHOOL Magee St ( )
1:55 Wednesday only
BALDWIN SCHOOL
MASS & BEECH
MASS & CAMERON
MASS & NEWMAN
MADISON & COLUMBUS
CEDAR & HARVEY
402 RINDGE AVE
364 RINDGE AVE
JEFFERSON PARK
RINDGE AVE & MONTGOMERY
PEABODY SCHOOL
9/18/19

PM Driver: Mohammed Contact #________
Bus # 148
Monitor_________________________ contact #________
RED SOX 19 20

7:06 30 CAMBRIDGE PARK DRIVE
7:11 CONCORD AVE & MOULTON
7:15 HAGGERTY SCH
7:18 HURON & LAKEVIEW
7:20 HURON & APPLETON

7:32 KING SCHOOL on MAGEE ST (16)

No 2nd Tier

8:12 RINDGE & MONTGOMERY
8:16 402 RINDGE TOWERS
8:18 364 RINDGE TOWERS
8:21 RINDGE & JACKSON
8:20 GRAHAM PARKS SCH

8:30 BALDWIN SCH (49)

AM Driver: _______ contact #: _____________

Bus #
1:55 KING SCHOOL on MAGEE ST  WEDNESDAY

HURON & APPLETON
HURON & LAKEVIEW
TOBIN SCHOOL
HAGGERTY SCHOOL
CONCORD & MOULTON
30 CAMBRIDGEPARK DRIVE

No 2nd Tier

3:00 BALDWIN

GRAHAM PARK SCH
RINDGE & MONTGOMERY
402 RINDGE TOWERS
364 RINDGE TOWERS
RINDGE & JACKSON

3:55 KING SCHOOL on MAGEE ST  (M, T, Th & F)

HURON & APPLETON
HURON & LAKEVIEW
TOBIN SCHOOL
HAGGERTY SCHOOL
CONCORD & MOULTON
30 CAMBRIDGEPARK DRIVE

PM Driver: ______  contact #: __________

Bus #M2 (minibus)
# REVOLUTION

<table>
<thead>
<tr>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
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No 2nd Tier

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<tr>
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<tr>
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<td>AMIGOS SCHOOL (31)</td>
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**AM Driver:** _______  **contact #:** ____________

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**PM Driver:**_________  **contact #:**_________

**Bus #**
### WHITE SAILBOAT 1920

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### No 2nd Tier

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**AM Driver: Marise**  
**Bus # 147**

11/20/19 8:27 AM
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<td>AUDREY &amp; VASSAR</td>
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**PM Driver:** [Contact #]________

**Bus # 147**

**Monitor________[Contact #]________**

11/20/19 8:27 AM
WHITE SNOWMAN 1920

7:05  FIFTH & SPRING
7:07  CAMBRIDGE & SIXTH
7:09  CAMBRIDGE & WILLOW
7:14  CAMBRIDGE & HIGHLAND
7:16  KIRKLAND & IRIVING
7:18  BALDWIN SCHOOL

7:30  TOBIN SCHOOL  (Times changed 9/27/19)

No 2nd Tier

7:40  30 CAMBRIDGE PARK DR
7:52  CONCORD & MOULTON
8:00  HAGGERTY SCHOOL
8:08  HURON & ABERDEEN
8:12  HURON & LAKEVIEW
8:13  TOBIN SCHOOL

8:30  BALDWIN SCHOOL  (Times changed 9/27/19)

AM Driver:  Contact #__________

Bus # 115

11/20/19 8:27 AM
WHITE SNOWMAN PM 19 20

1:55 TOBIN SCHOOL   ()

BALDWIN SCHOOL
KIRLAND & IRVING
CAMBRIDGE & IRVING
CAMBRIDGE & HIGHLAND
CAMBRIDGE & PROSPECT
CAMBRIDGE & WILLOW
CAMBRIDGE & SIXTH
FIFTH & SPRING
K-LO SCHOOL (Spring St) 9/17/19
CAMBRIDGEPORT

NO 2nd TIER

2:55 BALDWIN SCHOOL   ()

30 CAMBRIDGE PARK DR
CONCORN & MOULTON
SUNSET & GRISWOLD
HAGGERTY SCHOOL
HURON & ABERDEEN
HURON & LAKEVIEW
TOBIN SCHOOL
HURON & RESERVOIR

PM Driver: Contact #___________Bus #
WHITE WOLF

19 20

Shared 1st Tier

7:17  223 CONCORD TURNPIKE (plus Banneker)
7:22  30 CAMBRIDGEPARK DR

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<th>Time</th>
<th>Name</th>
<th>Count</th>
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<tr>
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<td>HAGGERTY</td>
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<td>GRAHAM PARKS</td>
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8:05  MASS & CAMERON
8:07  MASS & NEWMAN
8:10  MADISON & COLUMBUS (9/4/19)
8:14  RINDGE AVE & CLIFTON
8:16  364 RINDGE TOWERS
8:18  402 RINDGE TOWERS
8:22  30 CAMBRIDGEPARK DR

8:35  VAISAL LANE UPPER SCHOOL  (63)

**AM Driver:** __________  **contact #:** __________

**Bus #**
WHITE WOLF PM

2:00 HAGGERTY SCHOOL ()
2:10 TOBIN SCHOOL ()

223 CONCORD TPKE
30 CAMBRIDGE PARK DRIVE

No 2nd Tier

3:00 VASSAL LANE UPPER SCHOOL ()
RINDGE & CLIFTON
364 RINDGE TOWERS
402 RINDGE TOWERS

30 CAMBRIDGE PARK DR
MADISON & COLUMBUS
MASS & CAMERON
MASS & NEWMAN

PM Driver: Johnathan contact #: ___________
Bus # 121

PM MONITOR _______ contact # ___________
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<td>PEARL &amp; PUTNAM</td>
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<td>7:18</td>
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<td>CAMBRIDGE &amp; PROSPECT</td>
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AM Driver: ____________ Contact #: ____________

Bus #: 150

11/20/19 8:31 AM
1:55  KENNEDY SCHOOL
MAYNARD SCH – Wednesday only
PEARL & WILLIAM
PEARL & CPR. McTERNAN
PEARL & PUTNAM
BROOKLINE & PUTNAM
BROOKLINE & GREEN
MORSE SCH

2:25  MORSE SCHOOL
BISHOP ALLEN & NORFOLK
WINDSOR & WASHINGTON
WINDSOR & BROADWAY
WINDSOR & HAMPShIRE
CAMBRIDGEPORT SCH

2:55  BALDWIN SCH
CAMBRIDGE & HIGHLAND
CAMBRIDGE & PROSPECT
CAMBRIDGE & WILLOW
CAMBRIDGE & SIXTH
NORTH POINT & MUSEUM WAY
NORTH POINT & LEIGHTON

PM Driver: Antonio       Contact #__________________
Bus # 150
Monitor________________ contacted contact #________________

11/20/19 8:31 AM
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<td>PUTNAM &amp; MAGEE</td>
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**AM Driver:**
**Contact #:**
**Bus #:** 134
**11/20/19 8:31 AM**
1:55 TOBIN SCHOOL  ()
ASH & MT AUBURN
YMCA
WESTERN & KINNAIRD
WESTERN & HOWARD
PUTNAM & MAGEE
PUTNAM & RIVER
BROOKLINE & PUTNAM
PEARL & WILLIAMS
PEARL & CPL MCTERNAN
PEARL & PUTNAM
AUDREY & VASSAR
MORSE SCHOOL – PM ONLY

2:25 MORSE SCHOOL  ()
YMCA
PROSPECT & HARVARD
CAMBRIDGE & PROSPECT (9/11/19)
CAMBRIDGE & HOVEY
CRLS - CAMBRIDGE & TROWBRIDGE
BALDWIN SCH

2:55 BALDWIN SCHOOL  ()
CRLS - BROADWAY
BROADWAY & ANTRIM
PROSPECT & HARVARD
BISHOP ALLEN & NORFOLK
WASHINGTON & WINDSOR
WINDSOR & BROADWAY
WINDSOR & HAMPSHIRE
CAMBRIDGEPORT SCH (PM ONLY)
KENDALL SQ Marriot Hotel (Broadway side) (9/6/19)
THIRD & ATHENAEUM (9/6/19)
FIFTH & SPRING (9/6/19)

PM Driver: Contact #__________
Bus # 134 Monitor _______contact #__________

11/20/19 8:31 AM
MASSACHUSETTS STUDENT DATA PRIVACY AGREEMENT
VERSION (2018)

Cambridge Public Schools

and

[Name of Company]

[Date]
This Massachusetts Student Data Privacy Agreement (“DPA”) is entered into by and between the school district, Cambridge Public Schools (hereinafter referred to as “LEA”) and [Name of Company] (hereinafter referred to as “Provider”) on [Date]. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed or will agree to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

WHEREAS, the Provider, by signing this Agreement, agrees to allow the LEA to offer school districts in Massachusetts the opportunity to accept and enjoy the benefits of the DPA for the Services described, without the need to negotiate terms in a separate DPA; and

WHEREAS, in order to provide the Services described in Article I and Appendix A, the Provider may receive or create and the LEA may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 et. seq.; and

WHEREAS, the documents and data transferred from Massachusetts LEAs and created by the Provider’s Services are also subject to several Massachusetts student privacy laws, including Massachusetts student record regulations, 603 C.M.R. 23.00, Massachusetts General Law, Chapter 71, Sections 34D to 34H and 603 CMR 28.00; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data (as defined in Exhibit “C”) transmitted to Provider from the LEA pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from LEA, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described in Exhibit “A”.

3. **Student Data to Be Provided.** In order to perform the Services described in this Article and Exhibit “A”, LEA shall provide the categories of data described in the Schedule of Data, attached hereto as Exhibit “B”.

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

**ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the LEA, or to the party who provided such data (such as the student or parent). The Provider further acknowledges and agrees that all copies of such Student Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of student data notwithstanding the above. The Provider will cooperate and provide Student Data within ten (10) days at the LEA’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall cooperate and respond within ten (10) days to the LEA’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** Provider shall, at the request of the LEA, transfer Student Generated Content to a separate student account.

4. **Third Party Request.** Should a Third Party, including, but not limited to law enforcement, former employees of the LEA, current employees of the LEA, and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA and shall cooperate with the LEA to collect the required information. Provider shall notify the LEA in advance of a
compelled disclosure to a Third Party, unless legally prohibited. The Provider will not use, disclose, compile, transfer, sell the Student Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Student Data and/or any portion thereof, without the express written consent of the LEA or without a court order or lawfully issued subpoena. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in this DPA.

6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

**ARTICLE III: DUTIES OF LEA**

1. **Provide Data In Compliance With Laws.** LEA shall provide data for the purposes of the DPA in compliance with the FERPA, PPRA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H, and the other privacy statutes quoted in this DPA. LEA shall ensure that its annual notice under FERPA includes vendors, such as the Provider, as “School Officials.”

2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

**ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all Massachusetts and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, 603 C.M.R. 23.00 and Massachusetts General Law, Chapter 71, Sections 34D to 34H.

2. **Authorized Use.** Student Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, any student data, meta data, user content or other non-public
information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.

3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.

4. **No Disclosure.** De-identified information, as defined in Exhibit “C”, may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and LEA agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under this DPA and/or any portion thereof, except as necessary to fulfill the DPA.

5. **Disposition of Data.** Provider shall dispose or delete all personally identifiable data obtained under the DPA when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA’s designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the DPA authorizes Provider to maintain personally identifiable data obtained under any other writing beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” FORM, A Copy of which is attached hereto as Exhibit “D”). Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within three (3) calendar days of receipt of said request.

6. **Advertising Prohibition.** Provider is prohibited from using Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the
Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “F” hereto. These measures shall include, but are not limited to:

   a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.

   b. **Destruction of Data.** Provider shall destroy or delete all Personally Identifiable Data contained in Student Data and obtained under the DPA when it is no longer needed for the purpose for which it was obtained or transfer said data to LEA or LEA’s designee, according to a schedule and procedure as the parties may reasonably agree. Nothing in the DPA authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

   c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the DPA, except as necessary to fulfill the purpose of data requests by LEA. The foregoing does not limit the ability of the Provider to allow any necessary service providers to view or access data as set forth in Article IV, section 4.

   d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

   e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”), or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the DPA in an environment using a firewall that is periodically updated according to industry standards.

   f. **Security Coordinator.** Provider shall provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the DPA.

   g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the
terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

**h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

**i. Backups.** Provider agrees to maintain backup copies, backed up at least daily, of Student Data in case of Provider’s system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.

**j. Audits.** Upon receipt of a request from the LEA, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof. The Provider will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide full access to the Provider’s facilities, staff, agents and LEA’s Student Data and all records pertaining to the Provider, LEA and delivery of Services to the Provider. Failure to cooperate shall be deemed a material breach of the Agreement.

2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within ten (10) days of the incident. Provider shall follow the following process:

   **a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

   **b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

      **i.** The name and contact information of the reporting LEA subject to this section.

      **ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

      **iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

      **iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

      **v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
c. At LEA’s discretion, the security breach notification may also include any of the following:
   
   i. Information about what the agency has done to protect individuals whose information has been breached.
   
   ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
   
   d. Provider agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

   e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

   f. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

   **ARTICLE VI: MISCELLANEOUS**

1. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for three (3) years.

2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated.

   The LEA may terminate this DPA and any service agreement or contract with the Provider if the Provider breaches any terms of this DPA.

3. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of LEA’s data pursuant to Article V, section 1(b).

4. **Priority of Agreements.** This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA, IDEA, COPPA, PPRA, 603 CMR 28.00, 603 C.M.R. 23.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives below.

The designated representative for the Provider for this Agreement is:

<table>
<thead>
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<th>Name</th>
<th>_______________________</th>
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<tbody>
<tr>
<td>Title</td>
<td>_______________________</td>
</tr>
<tr>
<td>Address</td>
<td>_______________________</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>___________________</td>
</tr>
<tr>
<td>Email</td>
<td>_______________________</td>
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</tbody>
</table>

The designated representative for the LEA for this Agreement is:

<table>
<thead>
<tr>
<th>Name</th>
<th>Steve Smith</th>
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<tbody>
<tr>
<td>Title</td>
<td>CIO</td>
</tr>
<tr>
<td>Address</td>
<td>459 Broadway, Cambridge MA 02148</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>617.349.3055</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ssmith@cpsd.us">ssmith@cpsd.us</a></td>
</tr>
</tbody>
</table>

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND
CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS OF [COUNTY OF LEA] COUNTY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way.

10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Massachusetts and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of my electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. They understand that they may also request revocation at any time of their electronic signature for any other reason in writing.

If either party would like a paper copy of this Agreement, they may request a copy from the other party.

12. **Multiple Counterparts:** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Execution and delivery of this Agreement by .pdf or other electronic format shall constitute valid execution and delivery and shall be effective for all purposes (it being agreed that PDF email shall have the same force and effect as an original signature for all purposes).
ARTICLE VII- GENERAL OFFER OF TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit “E”), be bound by the terms of this to any other school district who signs the acceptance in said Exhibit.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed this Massachusetts Student Data Privacy Agreement as of the last day noted below.

LEA

By: ________________________________  Date: ________________________________

Printed Name: ________________________________  Title/Position: ________________________________

[Name of Company]

By: ________________________________  Date: ________________________________

Printed Name: ________________________________  Title/Position: ________________________________
EXHIBIT “A”
DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF SERVICES HERE]
# EXHIBIT “B”

## SCHEDULE OF DATA

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<td>First and/or Last</td>
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<td>Student In App Performance</td>
<td>Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)</td>
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<td>Student Survey Responses</td>
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<td>Student course grades</td>
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<tr>
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<th>Elements</th>
<th>Check if used by your system</th>
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<tbody>
<tr>
<td>Other</td>
<td>Please list each additional data element used, stored or collected by your application</td>
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</tbody>
</table>
EXHIBIT “C”

DEFINITIONS

De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.


Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes, without limitation, at least the following:

- First Name
- Last Name
- Telephone Number
- Discipline Records
- Special Education Data
- Grades
- Criminal Records
- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers
- Photos
- Videos
- Grade
- Home Address
- Subject
- Email Address
- Test Results
- Juvenile Dependency Records
- Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information
- Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty
Information in the Student’s Educational Record

Information in the Student’s Email

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

**Pupil Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The definition of “school official” encompasses the definition of “authorized school personnel” under 603 CMR 23.02.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Massachusetts and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

**Subscribing LEA:** An LEA that was not party to the original Services Agreement and who accepts the Provider’s General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated
content or inferred over time from the usage of the Provider’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

**Third Party:** The term “Third Party” means an entity that is not the provider or LEA.
EXHIBIT “D”
DIRECTIVE FOR DISPOSITION OF DATA

[Name or District or LEA] directs [Name of Company] to dispose of data obtained by Company pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. **Extent of Disposition**

   ____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

   [Insert categories of data here]

   ____ Disposition is Complete. Disposition extends to all categories of data.

2. **Nature of Disposition**

   ___ Disposition shall be by destruction or deletion of data.

   ___ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

   [Insert or attach special instructions.]

3. **Timing of Disposition**

   Data shall be disposed of by the following date:

   ____ As soon as commercially practicable

   ____ By (Insert Date]

4. **Signature**

   ____________________________
   (Authorized Representative of LEA)

   ____________________________
   Date

5. **Verification of Disposition of Data**

   ____________________________

   ____________________________
OPTIONAL EXHIBIT “E”
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms
Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district (“Subscribing LEA”) who accepts this General Offer though its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. This General Offer shall extend only to privacy protections and Provider’s signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provide by LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider’s signature to this Form. Provider shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

[INSERT PROVIDERS NAME]

BY: ______________________________ Date: ______________________
Printed Name: ______________________ Title/Position: ____________________

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA’s individual information is contained on the next page. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

BY: ______________________________ Date: ______________________
Printed Name: ______________________ Title/Position: ____________________
SCHOOL DISTRICT NAME: _______________________________

DATE: ____________________________________________

DESIGNATED REPRESENTATIVE OF LEA:

<table>
<thead>
<tr>
<th>Name</th>
<th>________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>________________________</td>
</tr>
<tr>
<td>Address</td>
<td>________________________</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>________________________</td>
</tr>
<tr>
<td>Email</td>
<td>________________________</td>
</tr>
</tbody>
</table>

COUNTY OF LEA: ____________________________________________
DATA SECURITY REQUIREMENTS

Having robust data security policies and controls in place are the best ways to ensure data privacy. Please answer the following questions regarding the security measures in place in your organization:

1. Does your organization have a data security policy? □ Yes □ No
   If yes, please provide it.

2. Has your organization adopted a cybersecurity framework to minimize the risk of a data breach? If so which one(s):
   _____ ISO 27001/27002
   _____ CIS Critical Security Controls
   _____ NIST Framework for Improving Critical Infrastructure Security
   _____ Other: ________________________________

3. Does your organization store any customer data outside the United States? □ Yes □ No
4. Does your organization encrypt customer data both in transit and at rest? □ Yes □ No
5. Please provide the name and contact info of your Chief Information Security Officer (CISO) or the person responsible for data security should we have follow-up questions.
   Name: ________________________________
   Contact information: ________________________________

6. Please provide any additional information that you desire.
**Weekly Retail Gasoline and Diesel Prices**

(Dollars per Gallon, Including Taxes)

<table>
<thead>
<tr>
<th>Area: New England (PADD 1A)</th>
<th>Period: Monthly</th>
</tr>
</thead>
</table>

**Gasoline - All Grades**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All Grades - Conventional Areas</td>
<td>2.778</td>
<td>2.776</td>
<td>2.720</td>
<td>2.632</td>
<td>2.599</td>
<td>2.608</td>
<td>1993-2019</td>
</tr>
<tr>
<td>All Grades - Reformulated Areas</td>
<td>2.710</td>
<td>2.728</td>
<td>2.675</td>
<td>2.590</td>
<td>2.569</td>
<td>2.582</td>
<td>1994-2019</td>
</tr>
<tr>
<td>Regular</td>
<td>2.706</td>
<td>2.705</td>
<td>2.645</td>
<td>2.555</td>
<td>2.522</td>
<td>2.532</td>
<td>1993-2019</td>
</tr>
<tr>
<td>Conventional Areas</td>
<td>2.668</td>
<td>2.684</td>
<td>2.628</td>
<td>2.544</td>
<td>2.524</td>
<td>2.538</td>
<td>1993-2019</td>
</tr>
<tr>
<td>Reformulated Areas</td>
<td>2.711</td>
<td>2.707</td>
<td>2.647</td>
<td>2.557</td>
<td>2.522</td>
<td>2.531</td>
<td>1994-2019</td>
</tr>
</tbody>
</table>

**Diesel (On-Highway) - All Types**

|--------------------------|--------|--------|--------|--------|--------|--------|--------------|

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

**Notes:** Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 8, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 26, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2006 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 12/2/2019
Next Release Date: 12/9/2019
Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

• This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.

• An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c. 149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.

• The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

• All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker’s rate for the trade.

• The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.

• Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.

• Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.

• Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

• Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic/ Field Trips/ Extra-Curricular</td>
<td>09/01/2019</td>
<td>$18.13</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$18.13</td>
<td>$18.13</td>
</tr>
<tr>
<td></td>
<td>09/01/2020</td>
<td>$18.28</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$18.28</td>
<td>$18.28</td>
</tr>
<tr>
<td></td>
<td>09/01/2021</td>
<td>$18.48</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$18.48</td>
<td>$18.48</td>
</tr>
<tr>
<td>School Bus Driver</td>
<td>09/01/2019</td>
<td>$26.41</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$26.41</td>
<td>$26.41</td>
</tr>
<tr>
<td></td>
<td>09/01/2020</td>
<td>$26.66</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$26.66</td>
<td>$26.66</td>
</tr>
<tr>
<td></td>
<td>09/01/2021</td>
<td>$26.96</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$26.96</td>
<td>$26.96</td>
</tr>
</tbody>
</table>

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.
*** APP to JM; 1:1, 2:2, 3:3, 4:4, 5:5, 6:6, 7:7, 8:8, 9:9, 10:10, 11:11, 12:12, 13:13, 14:14, etc.
**** APP to JM; 1:1, 1:2, 2:2, 3:3, 4:4, 5:5, 6:6, 7:7, 8:8, 9:9, 10:10, 11:11, 12:12, 13:13, 14:14, 15:15, etc.
The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

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

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: ____________________________

(Print Name of person signing bid)

(Signature & Title)

This form must be submitted with your bid

NAME OF BIDDER: ____________________________
WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

Instructions for this form:

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

All vendors must certify that [check either box 1 or box 2, as applicable]:

1. [ ] Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. within three (3) years prior to the date of this bid/proposal submission.

OR

2. [ ] This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

In addition, all vendors must certify each of the following:

3. [ ] Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

NAME OF BIDDER: ____________________________________________________________
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year’s gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

(Typed or printed name of person signing Quotation, Bid or Proposal) ____________________________

Signature ____________________________

(Name of Business) ____________________________

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 et seq. in conspicuous places. This notice can be found at http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf

This form must be submitted with your bid

NAME OF BIDDER: ________________________________________________________________
File No. 8949A Rebid: School Transportation Services; Submit Invitation for Bid Prior to 11:00 a.m. on Thursday, March 5, 2020

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION
The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy.

All Vendors must check one of the three lines below.

1. _______ CORI checks are not performed on any Applicants.

2. _______ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _______ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

( Typed or printed name of person signing Quotation, Bid or Proposal)  

Signature

(Name of Business)

NOTE:
The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This Form must be submitted with your bid.

NAME OF BIDDER: 

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City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB’s Information Concerning the Process in Correcting a Criminal Record so that the applicant may pursue correction with the CHSB.

8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City’s CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB’s Information Concerning the Process in Correcting a Criminal Record. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

(a) Relevance of the crime to the position sought;
(b) The nature of the work to be performed;
(c) Time since the conviction;
(d) Age of the candidate at the time of offense;

NAME OF BIDDER: ____________________________________________________________
(e) Seriousness and specific circumstances of the offense;
(f) The number of offenses;
(g) Whether the applicant has pending charges;
(h) Any relevant evidence of rehabilitation or lack thereof;
(i) Any other relevant information, including information submitted by
the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of
candidates in accordance with paragraph 10 a through i above, to ensure consistency,
fairness, and protection of employment opportunities and the public interest.

12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in
a timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or
other, but shall be maintained in confidence consistent with the obligations of law.
City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

SECTION  2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061  Purpose
2.112.062  Definitions
2.112.063  CORI-Related Standards of the City of Cambridge
2.112.064  Waiver
2.112.065  Applicability

2.112.061  Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062  Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.
2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor’s deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-
D. Margaret Drury
City Clerk

Revised May 5, 2007

NAME OF BIDDER: ____________________________________________________________
ORDINANCE NUMBER 1376

Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

2.121.010 Title and Purpose
2.121.020 Definitions
2.121.030 Living Wage
2.121.040 Waivers and Exceptions
2.121.050 Notification Requirements
2.121.060 Duties of covered Employers
2.121.070 Community Advisory Board
2.121.080 Enforcement
2.121.090 Severability
2.121.100 Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate
department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least $10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of City owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least $10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.C. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least $10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance, but does not include a Covered Building Services Employer.

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person, other than a Covered Building Service Employee, employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance.

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.
(h) “Service Contract” means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service contract” for the purposes of this definition.

(i) “Service Subcontract” means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service subcontract” for the purposes of this definition.

(j) “Covered Building Service Employee” means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(k) “Building Services” or “Building Service Work” means work performed in connection with the cleaning of buildings and security guard services.

(l) “Covered Building Service Contract” means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

(m) “Covered Building Service Contractor” or “Covered Building Service Employer” means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(n) “Standard Compensation” has the meaning stated in Section 2.121.040.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than $10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI-U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to $10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 “Standard Compensation”
(a) **Applicability.** Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

(b) **Standard Compensation** shall include the standard hourly rate of pay for the relevant classification.

(c) **Amount.**

(i) The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

1. The Living Wage rate as defined in 2.121.030; or

2. the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

1. The Living Wage rate as defined in 2.121.030; or

2. the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

3. the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

1. the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

2. the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

1. the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

2. the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire
required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) “Standard Benefits for security guards” shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, “benefits” shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee’s behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason.

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

2121.050 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

(b) General Waivers. Waivers may be granted where application of this Chapter to
a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) **Hardship Waivers for certain not-for-profit employers.** An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) **Chapter 30B contract waivers.** Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) **General Waiver Request Contents.** All General Waiver requests shall include the following:

1. The nature of the Assistance to which this Chapter applies;
2. The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
3. The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
4. A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) **Hardship Waiver Request Contents.** All Hardship Waiver requests shall include the following:

1. The nature of the Assistance to which this Chapter applies;
2. A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
3. A statement of proposed wages below the Living Wage.

(g) **Chapter 30B Contract Waiver Request Contents.** A Chapter 30B contract waiver request shall include the following:

1. The nature of the Assistance to which this Chapter applies;
2. A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) **Community Advisory Board review and recommendation regarding waiver requests.** The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the
City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

1. youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;
2. work-study or cooperative educational programs;
3. trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.
4. persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:
5. positions where housing is provided by the employer;
6. employees who are exempt from federal or state minimum wage requirements;
and
7. individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.060 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.
All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

2.121.070 Duties of Covered Employers.

(a) Notification Requirements.
Covered employers and Covered Building Service Employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

1. notice of the Living Wage amount and notice of the Standard Compensation amount;
2. a summary of the provisions of this ordinance;
3. a description of the enforcement provisions of the ordinance;
4. the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, or a Covered Building Service Contract, the contract must include the following:

1. the name of the program or project under which the contract or subcontract is being awarded;
2. a local contact name, address, and phone number for the Beneficiary;
3. a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
4. a list of Covered Employees and Covered Building Service Employees under the contract with the employees’ job titles;
5. a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and
classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

1. the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
2. a description of the purpose or project for which the Assistance was awarded;
3. the name, address, and phone number of a local contact person for the Covered Employer;
4. the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

(g) Payroll reporting. Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

(h) Transitional Employment Period. The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City be the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.
A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

2.121.080 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.090 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply
with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court’s order may be punishable by the court as contempt thereof.

(b) **Complaint procedures.** An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) **Investigations and hearings.** The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) **Remedies.** In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

1. Fines up to the amount of $300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

2. Suspension of ongoing contract and subcontract payments;

3. Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

4. Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation
of this chapter.

(e) **Private right of action.** Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) **Remedies herein non-exclusive.** No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee’s right to bring a common law cause of action for wrongful termination.

(g) **Retaliation and discrimination barred.** A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein.

2.121.100 **Severability.**

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.110 **Effective Date.**

This law shall be effective sixty (60) after final passage.

Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0; Present 0.
Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk
The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is $10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is $10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is $11.11.

For calendar year 2002, the CPI-U increased by 2.6%. Therefore the new living wage, as of March 1, 2003 is $11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030(b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is $11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is $11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is $12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is $12.59.

For calendar year 2006 the CPI-U increased by 3.1%. Therefore the new living wage, as of March 1, 2007 is $12.98.

For calendar year 2007 the CPI-U increased by 1.9%. Therefore the new living wage, as of March 1, 2008 is $13.23.

For calendar year 2008 the CPI-U increased by 3.5%. Therefore the new living wage, as of March 1, 2009 is $13.69.

For calendar year 2009 the CPI-U decreased by .67%. Therefore the new living wage, as of March 1, 2010 will remain at $13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is $13.90.
For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is $14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is $14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore the new living wage, as of March 1, 2014 is $14.71.

For calendar year 2014 the CPI-U increased by 1.61%. Therefore the new living wage, as of March 1, 2015 is $14.95.

For calendar year 2015 the CPI-U increased by .06%. Therefore the new living wage, as of March 1, 2016 is $15.04.

For calendar year 2016 the CPI-U increased by .1.47%. Therefore the new living wage, as of March 1, 2017 is $15.26.

For calendar year 2017 the CPI-U increased by .2.51%. Therefore the new living wage, as of March 1, 2018 is $15.64.

For calendar year 2018 the CPI-U increased by 3.29%. Therefore the new living wage, as of March 1, 2019 is $16.15.

For calendar year 2019 the CPI-U increased by 1.91%. Therefore the new living wage, as of March 1, 2020 is $16.46.
City of Cambridge
Articles of Agreement

Commodity:
File Number:

This agreement is made and entered into this ____________, by and between the City of Cambridge ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and ____________, existing under the laws of the State of _______________ ("the Contractor").

Address:
Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on __________ and ending on ________________.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value: $

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice department to which it provided the service, not the Purchasing Department.

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

NAME OF BIDDER: __________________________________________________________
Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of ___0%____ of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. The Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof, the parties have hereto and to three other identical instruments set their hands the day and year first above written.

The City: 

The Contractor: 

Louis DePasquale 
City Manager 

____________________________

Signature and Title 

Elizabeth Unger 
Purchasing Agent 

____________________________

Approved as to Form: 

____________________________

Nancy E. Glowa 
City Solicitor