

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

THIS AGREEMENT for School Transportation Services for the Years of 2016-2021, (hereinafter referred to as the "Project"), is made the 15th day of Aug 2016 by and between Durham School Services, L.P. a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 4300 Weaver Parkway Warrenton, IL 60555, hereinafter referred to as the "CONTRACTOR"), and the Town of Framingham, (hereinafter referred to as the "TOWN").

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

ARTICLE 1: CONTRACT DOCUMENTS

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

- (a) This short form of agreement for procurement between Town and contractor, including original signed and sealed Certificate of Corporate Authority
- (b) Invitation for bids, bid specifications, request for proposals or purchase description, including any addendum issued by the Town
- (c) Intentionally omitted
- (d) Performance bond in the form attached hereto as **Exhibit A**;
- (e) Intentionally omitted
- (f) Contractor's bid or proposal
- (g) Copies of all required bonds, certificates of insurance and licenses required under the contract,
- (h) The Summary of Conflict of Interest Law for Municipal Employees attached hereto as **Exhibit C**, as well as the acknowledgement of receipt of summary attached hereto as **Exhibit D** and confirmation of completion of online training.

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

ARTICLE 2: SCOPE OF WORK

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

ARTICLE 3: TERMS OF AGREEMENT

- (a) This Agreement shall be for a term of not more than 5 years, commencing on July 1, 2016 and ending on June 30, 2021, subject to annual appropriation.

ARTICLE 4: THE CONTRACT SUM

The CONTRACTOR agrees to provide to the TOWN items at the specific price points listed in the CONTRACTOR'S bid submission, for the duration of the contract, subject to price adjustments that are

expressly permitted by the Contract Documents. The TOWN makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this contract. The total value of the goods and services will not exceed the sum of \$ 29,150,309.00 (Twenty-Nine Million, One Hundred Fifty Thousand, Three Hundred Nine Dollars and no cents) without the issuance of a change order agreed to in writing by all parties.

ARTICLE 5: PAYMENT

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

ARTICLE 6: NON-PERFORMANCE

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

ARTICLE 7: TERMINATION

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

ARTICLE 8: NOTICE

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

Town of Framingham:
Department: Purchasing Department
Contact: Amy Putney

Title: Procurement Administrator
Email: alp@framinghamma.gov
Tel. #: 508-532-6040
Mailing Address: 150 Concord Street
Framingham, MA 01702

Contractor:

Company: _____
Contact: _____
Title: _____
Email: _____
Tel. #: _____
Mailing Address: _____

ARTICLE 9: INSURANCE

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

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

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

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

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

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

the Contract is completed and accepted by the TOWN. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN. Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, arising out of or resulting from any act, omission, or negligence of the, CONTRACTOR subconsultants and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 10: PERFORMANCE AND PAYMENT BONDS (IF APPLICABLE)

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

ARTICLE 11: SUBCONTRACTING OF WORK

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

ARTICLE 12: PREVAILING WAGE RATES

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

ARTICLE 13: OWNERSHIP OF DOCUMENTS

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

ARTICLE 14: MATERIALS AND WORKMANSHIP

Intentionally omitted.

ARTICLE 15: GUARANTEE OF WORK

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

ARTICLE 16: GOVERNING LAW

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

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

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

ARTICLE 18: MANDATORY ETHICS TRAINING

A summary of the Conflict of Interest Law is attached hereto as **Exhibit A** and must be distributed to all key employees of the Consultant (President, Vice President, Project Manager, and any other employees whose services are specifically required by this Agreement). Pursuant to Chapter 28 of the Acts of 2009, as amended, all key employees must complete online ethics training on the State Ethics Commission's website, www.mass.gov/ethics. Within thirty days of the date of this Agreement, each key employee must provide to the Town a signed acknowledgment of receipt of the summary of the Conflict of Interest Law, in the form attached hereto as **Exhibit B**, and a certificate of completion of the online training which must be printed at the completion of the training. In the event that the term of this Agreement extends for more than two years, all continuously employed key employees shall repeat the online training and provide the Town with a new certificate of completion within ninety days before or ninety days after the two-year anniversary of the date of this Agreement. Any new key employee who becomes employed by the Consultant after the date of this Agreement and whose services are specifically required by this Agreement must complete the online training and provide the Town with a certificate of completion within thirty days of the date on which his services commence pursuant to this Agreement. Satisfaction of these requirements is the sole responsibility of the Consultant and its key employees, and the Town shall have no liability for the Consultant's or its key employees' failure to meet these requirements.

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

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

CONTRACTOR:

By: [Signature]
Title: LFO

[Signature]
Ed Gotgart
Chief Operating Officer Framingham Public Schools
Dated: 7/7/16

Corporate Seal:

[Signature]
Jennifer A. Pratt
Chief Procurement Officer
Dated: 7-6-16

Approved As To Form
[Signature]
Christopher J. Petrini, Town Counsel
Dated: 8/1/16

*Approved as to Funds Availability will be approved by
Council of officials Town of Framingham purchase order
for FY17 the amount amounts are added below*
[Signature]
Richard G. Howarth, Town Accountant

[Signature]
Robert J. Halpin, Town Manager
Dated: _____

Funding Source:

Requisition # _____

17063478
Org 67330000 Object 634402 Project _____ \$1,797,512
17003477
67330000 634404 \$313,003-

EXHIBIT C

Mandatory Training Requirements - Summaries and Online Training

Mandatory educational requirements under the Ethics Reform Bill

• Summary of the Conflict of Interest Law for Municipal Employees

By December 28, 2009, and on an annual basis thereafter, all current municipal employees must be provided with this summary of the conflict of interest law. Municipal employees hired after December 28, 2009, should be provided with the summary within 30 days of the date on which they commence employment, and on an annual basis thereafter. Every municipal employee is required to sign a written acknowledgment that he has been provided with the summary.

• Online Training Program

www.mass.gov/ethics - Under Education & Training Resources

By 12/28/09, and every 2 years thereafter, all current state, county and municipal employees must complete this training. Public employees hired after 12/28/09 must complete this training within 30 days of beginning public service, and every 2 years thereafter. This training is designed primarily for state employees. County and municipal employees should also use this training until it is revised with one tailored to them. Upon completing the program, employees should print out the completion certificate and keep a copy for themselves. Employees will be required to provide a copy of the completion certificate to the Town or City Clerk (municipal employees), their employing agency (appointed state and county employees), or to the Ethics Commission (elected state and county employees). Completing the single program will be considered by the Commission as meeting the Bill's training requirements until a second program is added. When multiple users attempt to complete the current training program using the same computer they may experience a problem accessing the beginning of the program. The user will need to open their internet browser, click on "Tools", then "Internet Options", select "Delete Cookies", then click "OK". The user will be able to click back on the Online Training module on the Commission's website and start at the beginning.

After you have completed the Online Training, print out the "State Ethics Commission Receipt", and return with the receipt on Page 9 of this packet "Conflict of Interest Law" .

Summary of the Conflict of Interest Law for Municipal Employees

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, phone number, and address above. Municipal counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a municipal employee for conflict of interest law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or town and the employee is a "key employee" under the contract, meaning the town has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts.

II. On-the-job restrictions.

(a) **Bribes.** Asking for and taking bribes is prohibited.
(See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) **Gifts and gratuities.** Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

Municipal employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth \$50 or more. A number of smaller gifts together worth \$50 or more may also violate these sections.

Example of violation: A town administrator accepts reduced rental payments from developers.

Example of violation: A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions. There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions, and is considering creating additional exemptions, permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Other exemptions are listed on the Commission's website.

Example where there is no violation: A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where

the chief can examine various kinds of fire-fighting equipment that the town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b)(2) and 26). A municipal employee may not use her official position to get something worth \$50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use her official position to get something worth \$50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation: A full-time town employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation: A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of violation: A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19) A municipal employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Example of violation: A school committee member's wife is a teacher in the town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of violation: A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example: A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation: An appointed member of the town zoning advisory committee, which will review and recommend changes to the town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth \$50 or more, or cause another person to do so.

Example of violation: A public works director directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))

A municipal employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone or that she can be improperly influenced. Section 23(b)(3) requires a municipal employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for a city or town. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

Example where there is no violation: A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b)(3).

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Municipal employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (See Section 23(b)(1))

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her municipal job.

Example: A police officer may not work as a paid private security guard in the town where he serves because the demands of his private employment would conflict with his duties as a police officer.

(b) Divided loyalties. Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited. Acting as agent or attorney for anyone other than the city or town in a matter involving the city or town is also prohibited whether or not you are paid. (See Sec. 17)

Because cities and towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation: A full-time health agent submits a septic system plan that she has prepared for a private client to the town's board of health.

Example of violation: A planning board member represents a private client before the board of selectmen on a request that town

meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for "special" municipal employees than for other municipal employees.

The status of "special" municipal employee has to be assigned to a municipal position by vote of the board of selectmen, city council, or similar body. A position is eligible to be designated as "special" if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as "special" and not the person or persons holding the position. Selectmen in towns of 10,000 or fewer are automatically "special"; selectman in larger towns cannot be "specials."

If a municipal position has been designated as "special," an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example: A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example: A member who sits as an alternate on the conservation commission is a special municipal employee. Under town by-laws, he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

(c) Inside track. Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the city or town has with someone else. This provision is intended to prevent municipal employees from having an "inside track" to further financial opportunities.

Example of violation: Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation: A selectman buys a surplus truck from the town DPW.

Example of violation: A full-time secretary for the board of health wants to have a second job working part-time for the town library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation: A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal

employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation: A former school department employee works for a contractor under a contract that she helped to draft and oversee for the school department.

(b) One year cooling-off period. For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example: An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the town in connection with the company's work on the contract for one year after leaving the town.

(c) Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

Example: While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at his architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example: A former town counsel joins a law firm as a partner. Because she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after her job with the town ended.

* * * * *

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, www.mass.gov/ethics, contains further information about how the law applies in many situations. You can also contact the Commission's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

SUMMARY BID: PER VEHICLE CATEGORY FOR YEARS 1-5

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

		Total Price	
		OPTION #1 New	OPTION #2 Used
TYPE OF BUSES	YEAR		
46-71 Passenger Buses	Yr. 1	\$3,521,811	\$ 3,241,048
	Yr. 2	\$3,609,947	\$ 3,321,915
	Yr. 3	\$3,700,355	\$ 3,405,053
	Yr. 4	\$3,793,034	\$ 3,490,009
	Yr. 5	\$3,887,985	\$ 3,577,237
9-31 Passenger Mini Buses with 2 wheelchairs	Yr. 1	\$635,153	\$ 584,501
	Yr. 2	\$651,077	\$ 599,083
	Yr. 3	\$667,385	\$ 614,048
	Yr. 4	\$684,077	\$ 629,397
	Yr. 5	\$701,152	\$ 645,129
19-48 Passenger Mini buses	Yr. 1	\$1,150,465	\$ 1,058,720
	Yr. 2	\$1,179,309	\$ 1,085,131
	Yr. 3	\$1,208,848	\$ 1,112,238
	Yr. 4	\$1,239,083	\$ 1,140,039
	Yr. 5	\$1,270,012	\$ 1,168,536
1-40 Passenger Mini buses with 4 wheelchairs	Yr. 1	\$59,920	\$ 55,142
	Yr. 2	\$61,422	\$ 56,517
	Yr. 3	\$62,961	\$ 57,929
	Yr. 4	\$64,536	\$ 59,377
	Yr. 5	\$66,146	\$ 60,861
7-71 Passenger	Yr. 1	\$533,736	\$ 491,254
	Yr. 2	\$547,040	\$ 503,493
	Yr. 3	\$560,698	\$ 516,087
	Yr. 4	\$574,711	\$ 528,947
	Yr. 5	\$589,079	\$ 542,162
12-71 Passenger Late run buses	Yr. 1	\$107,431	\$ 98,886
	Yr. 2	\$110,125	\$ 101,363
	Yr. 3	\$112,880	\$ 103,902
	Yr. 4	\$115,698	\$ 106,502
	Yr. 5	\$118,592	\$ 109,165
3- Late Run Mini buses (Bus size my	Yr. 1	\$17,905	\$ 16,481

vary)			
	Yr. 2	\$18,354	\$ 16,894
	Yr. 3	\$18,813	\$ 17,317
	Yr. 4	\$19,283	\$ 17,750
	Yr. 5	\$19,765	\$ 18,194

Option No.1 New Total Estimated Contract Price for Bid Evaluation Purposes :	\$ 31,678,790
--	---------------

Option No.1 Thirty-One Million, Six Hundred Seventy-Eight Thousand, Seven Hundred Ninety Dollars
Total Estimated Contract Price for Bid Evaluation Purposes in WORDS

Option No.2 Used Total Estimated Contract Price for Bid Evaluation Purposes :	\$ 29,150,309
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Option No.2 Twenty-Nine Million, One Hundred Fifty Thousand, Three Hundred Nine Dollars
Total Estimated Contract Price for Bid Evaluation Purposes in WORDS

**EXHIBIT A
PERFORMANCE BOND**

Bond No. 106477341

KNOW ALL MEN BY THESE PRESENT, that we Durham School Services, L.P. with a place of business at 4300 Weaver Parkway, Warrenville, IL 60555 as principal (the "Principal"), and Travelers Casualty and Surety*, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at One Tower Square, Hartford as Surety (the "Surety"), are held and firmly bound unto the Town of Framingham as Obligee (the "Obligee"), in the sum of Five Million Four Hundred Thousand and 00/100ths lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of July 1, 2016, and entitled Bid 6238, Agreement for Transportation Services [Insert Contract Title or Project Name here]

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

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

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this 1st day of July, 2016.

PRINCIPAL

Durham School Services, L.P.

Gary Warts
[Name and Seal]

CFO
[Title]

Attest: Christina Howe

SURETY

Travelers Casualty and Surety Company of America

[Signature]
[Attorney-In-Fact][Seal] Aiza Lopez, Attorney-In-Fact

One Tower Square, Hartford CT 06183
[Address]

860-241-4430
[Phone]

Attest: Keri Smith
Keri Smith, Witness

The rate for this Bond is \$3.75 Flat per thousand ~~XXXXXXXXXXXXXXXXXXXX~~ and ~~XXXXXXXXXXXXXXXXXXXX~~ % of the net ~~XXXXXXXXXXXXXXXXXXXX~~ per thousand

The total premium for this Bond is \$20,250.00 [END OF PERFORMANCE BOND]

*Company of America
**CT 06183



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230424

Certificate No. 006650429

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeannette Porrini, Stacy Rivera, Aiza Lopez, Erin L. Kiernan, Aimee Perondine, and Jennifer Garten

of the City of Hartford, State of Connecticut, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of February, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06185

FINANCIAL STATEMENT AS OF JUNE 30, 2016

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 3,627,873,408	UNEARNED PREMIUMS	\$ 663,748,046
STOCKS	501,331,812	LOSSES	727,287,093
PREMIUM BALANCES	228,839,742	LOSS ADJUSTMENT EXPENSES	321,750,096
CASH AND INVESTED CASH	123,229,806	COMMISSIONS	23,559,592
INVESTMENT INCOME DUE AND ACCRUED	43,918,048	TAXES, LICENSES AND FEES	10,726,260
OTHER INVESTED ASSETS	3,883,776	OTHER EXPENSES	26,468,903
NET DEFERRED TAX ASSET	82,114,189	CURRENT FEDERAL AND FOREIGN INCOME TAXES	13,668,806
REINSURANCE RECOVERABLE	12,370,883	REMITTANCES AND ITEMS NOT ALLOCATED	26,204,254
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	21,944,174	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	36,220,070
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	27,637,328	RETROACTIVE REINSURANCE RESERVE ASSUMED	880,195
RECEIVABLE FOR SECURITIES	4,707,641	POLICYHOLDER DIVIDENDS	8,044,848
OTHER ASSETS	3,202,819	PROVISION FOR REINSURANCE	3,416,506
		ADVANCE PREMIUM	1,183,525
		PAYABLE FOR SECURITIES LENDING	21,944,174
		PAYABLE FOR SECURITIES	38,054,833
		CEDED REINSURANCE NET PREMIUMS PAYABLE	38,444,833
		ESCHEAT LIABILITY	832,249
		OTHER ACCRUED EXPENSES AND LIABILITIES	483,298
		TOTAL LIABILITIES	\$ 2,181,806,106
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,856,574,782
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,296,858,522
TOTAL ASSETS	\$ 4,458,884,828	TOTAL LIABILITIES & SURPLUS	\$ 4,458,884,828

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

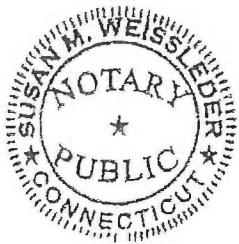
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2016.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20TH DAY OF AUGUST, 2016

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2017



ACORD™	CERTIFICATE OF LIABILITY INSURANCE			DATE: 7/28/16
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER Willis of New York, Inc. 200 Liberty Street New York, NY 10281		CONTACT NAME: Willis Certificate Center PHONE (A/C, No. Ext): 877-945-7378 FAX (A/C, No.): E-MAIL ADDRESS: certificates@willis.com		
INSURED National Express LLC Durham School Services L.P. 4300 Weaver Parkway Warrenville, IL 60555		INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company NAIC# 24147 INSURER B: INSURER C: INSURER D: INSURER D:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		MWZY305731	11/1/15	11/1/16	EACH OCCURRENCE \$10,000,000 DAMAGES TO RENTED PREMISES(Ea occurrence) \$5,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS-COMP/OP AGG \$10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		MWTB305486	11/1/15	11/1/16	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY(Per person) \$ BODILY INJURY(Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$10,000						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC30573200	11/1/15	11/1/16	<input checked="" type="checkbox"/> Per Statute <input type="checkbox"/> OTHER E.L. Each Accident \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	OTHER Excess Auto Liability	X	X	MWZX305487	11/1/15	11/1/16	\$5,000,000 each occurrence

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Excess Liability - \$10,000,000; Carrier: ACE European Group Ltd; Policy period: 11/1/15-16; Policy # B0781RRK15311224633.
The Town of Framingham is included as an Additional Insured in regards to General Liability, Auto and Excess Auto Liability, Employers Liability and Excess Liability as their interest appears in the written contractual Agreement.

CERTIFICATE HOLDER Town of Framingham 150 Concord Street, Room 123 Memorial Building Framingham, MA 01702	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS <i>Marcus J. Maggiano</i> AUTHORIZED REPRESENTATIVE Willis of New York, Inc.
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2 November 2015

Telephone 01473 223000
Fax 01473 223746
Website www.willis.com

Direct Line 01473 222816
Direct Fax 01473 222582
Email blackburntc@willis.com

TO WHOM IT MAY CONCERN

Our reference: GB/TB

Dear Sirs

National Express Group PLC - Insurance Programme

As Insurance Brokers to National Express Group PLC and Subsidiary Companies, including National Express Corporation (USA), we confirm that the following insurances subject to policy terms and conditions have been arranged for our client effective from 1 November 2015 to 31 October 2016 both days inclusive:

TYPE: General Liability

POLICY NUMBER: B0716RK1531124633

INSURER: ACE European Group Ltd

LIMIT OF INDEMNITY: USD5,000,000 any one occurrence and in the annual aggregate where aggregate limits apply in the Underlying Policies
Legal Costs and Expenses are payable in addition
In excess of the Underlying Policy Limits

UNDERLYING POLICY LIMITS US General Liability USD10,000,000 any one occurrence subject to a General Aggregate limit of USD10,000,000 and Products and Completed Operations Aggregate Limit of USD10,000,000
US Auto Liability USD10,000,000 any one accident

TOTAL INDEMNITY LIMIT: USD 15,000,000 any one occurrence (subject to aggregate as noted under the Limit of Indemnity above)

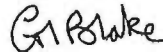
PRINCIPAL EXTENSIONS: As per policy including:
Indemnity to any party whom under contract, lease or other agreement the Insured has agreed to indemnify.

Willis Limited
Friars Street, Ipswich
Suffolk, IP1 1TA
A Lloyd's broker, authorised and regulated by
the Financial Conduct Authority
Registered office 51 Lime Street, London,
EC3M 7DQ.
Registered number 181116 England and
Wales.

This letter is provided as a courtesy to our client as a matter of information only and confers no rights on the holder. Our duties in relation to this insurance are to our client and we accept no duty of care or responsibility to you or any other third party and any liability to you or any third party is excluded. This letter does not amend, extend or alter the coverage afforded by the policies, nor does it purport to set out all of the policies' terms, conditions and exclusions. The policy terms, conditions, limits and exclusions may alter after the date of this document or the insurance may terminate or be cancelled, and the limits shown may be reduced by paid claims. We have no obligation to advise you of any changes which may be made to the policies or to advise you of their cancellation or termination.

Signed on behalf of
WILLIS LIMITED


Authorised Signatory


Authorised Signatory