

CONTRACT FOR TRANSPORTATION SERVICES

This **CONTRACT FOR TRANSPORTATION SERVICES** ("Contract") is made as of this ___ day of March 20, 2018 (the "Effective Date"), by and between Darien Board of Education, having a business address at 35 Leroy Avenue, Darien, Connecticut 06820, hereinafter called "Owner," and First Student a Transportation Provider for Schools having a business address at 30 Taylor Street, Danbury, Connecticut 06810, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, Owner wishes to obtain, and the Contractor wishes to provide certain transportation services pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, Owner and the Contractor mutually agree as follows:

I. TERM

- A. The term of this Contract shall be for a period of five (5) years beginning on July 1, 2018 (the "Commencement Date"), and terminating on June 30, 2023 (the "Term").

II. SCOPE OF WORK

The term "Services" shall mean the scope of work set forth in this Article II, together with any and all other services or work to be performed by the Contractor under this Contract.

- A. The Contractor agrees that it will transport students attending Schools (as hereinafter defined) for which Owner is obligated to provide transportation ("Students") to and from (i) those schools listed in Exhibit A attached hereto and made a part hereof (collectively, the "Schools") at such days, times, routes, and stops designated and approved by Owner pursuant to Section D below; and (ii) extracurricular events or field trips upon request from Owner. The Schools are subject to amendment.
- B. With regard to all of the Students attending the Schools, the Contractor shall furnish transportation services to and from the Schools, and to and from any extracurricular events or field trips of the Schools, which services shall include, without limitation, personnel, supervisors, Vehicles (as hereinafter defined), Vehicle Operators (as hereinafter defined), equipment and other services required to provide such transportation services.

- C. The Contractor shall furnish a sufficient number of Vehicles to ensure seats for all Students and other passengers at all times. Standees or overloading of the Vehicles shall not be permitted at any time. Not in limitation of the foregoing Contractor obligation not to overload any Vehicle, if, in the opinion of Owner, a Vehicle is overcrowded and/or overloaded on any route, then, at the written direction of Owner, the routes shall be changed to equalize Vehicle loads or another Vehicle shall be added to relieve this condition.
- D. Owner will develop and maintain a computerized transportation routing system using VersaTrans or a similar routing software. Read-only access to the routing software shall be provided by Owner to the Contractor through the Internet. Owner will provide the Contractor with routes in accordance with the following:
1. Owner shall deliver updated routes to the Contractor at least two (2) weeks prior to the start of school each year. To the extent the foregoing routes are not available; such information will be delivered to Contractor as soon as it becomes available. After reviewing such information and conferring with Owner, the Contractor shall prepare a list of any suggested modifications for approval by Owner, in its sole and absolute discretion.
 2. Owner reserves the right, at any time, to amend the times, routes, and/or stops to be made by the Contractor. The Contractor cannot amend the time, routes, and/or stops without the prior written consent of Owner, in its sole and absolute discretion.
- E. SUBJECT TO THE REQUIREMENT THAT THE SAFETY OF CHILDREN, STUDENTS AND OTHERS IS OF PARAMOUNT IMPORTANCE, CONTRACTOR SHALL PERFORM THE TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SCHEDULE SET FORTH IN THIS CONTRACT, TIME BEING OF THE ESSENCE.
- F. Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, Owner shall have the right to require Contractor to remove any employee providing Services who, in Owner's sole discretion, is deemed unsuitable for the performance of Services; provided that Owner shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.
- G. The Contractor shall provide a qualified and experienced person who will be responsible for the general overall supervision and execution of the transportation services required by this Contract (the "Manager"). The Manager shall (i) not be a regular Vehicle Operator (as hereinafter defined); (ii) be available by cell phone at all times; and (iii) act as the liaison between the Contractor and Owner. The Manager is subject to the approval of Owner at the beginning of this Contract and during the term

of this Contract. The Manager shall be replaced upon request by Owner for reasonable cause as determined by Owner and Owner shall approve each new Manager.

- H. The Contractor shall provide dispatchers ("Dispatchers"), who shall be available during all hours that Vehicles are providing the transportation services required by this Contract. The Dispatchers shall not: (i) be a regularly scheduled Vehicle Operator; or (ii) drive a Vehicle or leave the vicinity of the Contractor's facility (the "Terminal") during morning, mid-day and afternoon runs unless an emergency exists. The Dispatchers shall be available by telephone at least two (2) hours before Schools open. Further, the Dispatchers shall be available or accessible at all times during such hours that Vehicles are providing the transportation services required by this Contract to receive inquiries and instructions from Owner or its agents. Dispatchers performing services under this Contract are subject to the approval of Owner at the beginning of this Contract and during the term of this Contract. A Dispatcher shall be replaced upon request by Owner for reasonable cause as determined by Owner and Owner shall approve each new Dispatcher.
- I. The Contractor shall provide to Owner a designated telephone number to answer calls concerning daily transportation services under this Contract and transportation service under this Contract for certain Owner programs (extracurricular events or field trips), including missed service and late pickups or drop-offs. The Contractor is required to provide a sufficient number of phone lines to meet the ongoing operating needs of the transportation services required by this Contract.
- J. The Contractor will, at its sole expense, be responsible for installing and operating a fax machine at the Terminal, and the necessary phone line, to be utilized to transmit scheduling and routing changes, and for telephone communications. Additionally, the Contractor's Terminal will have high-speed access to the Internet, with an email address made available to Owner, to facilitate email communications. Said email account shall be active and checked regularly by the Contractor. The Contractor will have computer equipment sufficient to allow the use of common word processing, spreadsheet programs, and computerized routing system software as determined by Owner. The routing software will be located on an Owner server and the Contractor will be provided access to such software via the Internet. In order to facilitate communications with Owner in similar formats, the use of Microsoft Word, Outlook, and Excel by Contractor are required. All office staff must be trained on all software and have access to the systems.
- K. The number of days the services required under this Contract are to be provided by the Contractor shall be the number of days Schools are open. Schools are open for approximately 180 days per year. Owner shall provide school calendars setting forth the days Schools are open to the Contractor during each year of this Contract after such calendars have been set. The Contractor shall be compensated for providing services under this Contract based upon the applicable daily rate set forth on Exhibit

B attached hereto and made a part hereof (the "Daily Rate"). Certain Owner programs, such as special education and/or summer school, require transportation services to be provided by the Contractor as part of the Services under this Contract during certain school vacations and summer periods for up to 230 days per year and the Contractor shall be compensated for these Services based upon the applicable Daily Rate.

Contractor shall provide the transportation services hereunder on each day that each School is in session and on each day when certain Owner programs (extracurricular events or field trips) require Contractor to provide transportation services hereunder. When some Schools are closed for any reason (including "Acts of God"), transportation services are to be furnished to other Schools that are open and on such other days as Owner declares official school days.

Owner will, at the applicable Daily Rate, pay for any transportation services hereunder actually provided by the Contractor, including, without limitation, to the Schools that are open on days that are not official school days; provided, however, there will be no incremental costs, or additional fees, charged over the applicable Daily Rate.

The Contractor shall also provide transportation services at applicable Daily Rates for the following: noon dismissals when required, early dismissals as per calendars provided by Owner, special events, weather or civil emergencies, etc., and dismissal as required during examination weeks.

- L. Each Vehicle Operator shall know his or her assigned route, including all stops, prior to the start of the school year. Each Vehicle Operator shall drive through their entire route prior to the start of the school year. During the school year any new regular route Vehicle Operator shall drive through their entire route prior to providing transportation services on the route with Students. Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the Students, and the Contractor shall advise Owner of the same. Where time permits, the Contractor shall have any substitute driver drive through the route prior to performing the route with Students. The cost of any trial runs shall be borne by the Contractor and will not be billed by Owner.
- M. The Contractor will be required to consult with Owner, during the times of inclement weather, about road conditions and the potential of School closings. The Contractor shall be responsible for providing the regularly scheduled Vehicles if Schools are closed early in any School day due to weather conditions or other emergency declared by Owner. It is recognized that Owner shall have sole responsibility for altering Vehicle schedules or canceling Vehicle services for any given day. If transportation services are required during inclement weather, the Contractor agrees to abide by the decision of Owner and will run routes as normally as possible in light of the then-prevailing

inclement weather conditions. Owner will inform the Contractor, as soon as it is reasonably possible to do so, when Schools are to be closed or opened on a delayed schedule because of inclement weather or any other condition that might arise.

- N. During the term of this Contract, Owner may modify routes, numbers of Students and Schools to ensure the most cost-efficient and effective transportation services to Owner. However, if there are substantial modifications that would result in the number of Vehicles utilized by the Contractor to provide transportation services hereunder to be changed, more or less, by more than ten (10) percent, Owner and Contractor agree to negotiate new Daily Rates. Subject to the foregoing, Owner retains the right to obtain certain transportation services from other transportation providers.

III. PAYMENT AND COMPENSATION

- A. Based upon the compensation rates set forth in Exhibit B attached hereto, and made a part hereof (collectively, the "Compensation"), Owner agrees to make payments to the Contractor in ten (10) monthly installments to be paid within thirty (30) days after receipt of an invoice for regular transportation services provided during the prior month based upon the applicable Daily Rate. Based upon the applicable Hourly Rate, the Contractor shall provide Owner with separate monthly invoices for field trips or additional transportation services provided by the Contractor at the direction of Owner, and payment of such invoices will be due within thirty (30) days of the date of each invoice.
- B. Owner and the Contractor agree that other than the Compensation, and the reimbursement by Owner to Contractor for Contractor's cost of gasoline and diesel fuel in accordance with the provisions of Section IV(U) below, no other compensation shall be due or owed, to the Contractor, by Owner for the Services, which Services are deemed to include, without limitation, the costs associated with the following: the Vehicles (including mileage), Vehicle Operators, labor, materials (other than vehicle fuel, which shall be provided by Owner under the provisions of Section IV(U) below.) equipment, permits and licenses and other facilities necessary to provide the transportation services and other service required or necessary for the proper performance of the Contractor's work under this Contract.
- C. The price payable for each Vehicle used in providing regular transportation services under this Contract is detailed in Exhibit B. The number of Vehicles needed under this Contract will vary. Subject to the provisions of Section II (M) above, Contractor shall charge Owner the Daily Rate for the actual number of Vehicles providing Services. The cost of each Vehicle will be determined by the year of the Contract and the cost per day specified for that type of Vehicle as listed in Exhibit B. If the Contractor or Owner is able to suggest route or tiering combinations which result in a reduction of the number of required route Vehicles, then the charge to Owner shall be adjusted to

reduce the amount the Owner pays per vehicle/ per day as described in Exhibit B attributable to the vehicle(s) that are no longer needed. The cost for each Vehicle used in providing transportation for extracurricular events or field trips under this Contract is detailed in Exhibit B. Pricing for monitors is detailed under Field Trip Exhibit.

- D. Any Vehicle for which Owner is being charged the Daily Rate shall be available for Owner's use upon request; provided, however, if such Vehicle shall not be available for Owner's use a substitute Vehicle shall be provided for Owner's use to accommodate such Owner request between or after normal a.m. and p.m. route run times. Additional charges as detailed in Exhibit B may apply to such use.
- E. If determined by a Global Positioning System ("GPS") or otherwise that the Contractor is at fault in providing Services, such as a missed bus stop or the Vehicle arriving at a bus stop earlier or later than ten (10) minutes of the scheduled time, the Contractor will supply an additional Vehicle or Vehicles, as applicable, at no cost to Owner in order to provide the transportation services required to perform the Services for the missed Students.
- F. There is a mutual understanding by and between Owner and Contractor for the need to meet all requirements related to the Services being provided under the Contract, including, without limitation, safety and timeliness.
- G. The Contractor shall remove, or Owner may deduct, from the monthly installment due hereunder or any other payment due Contractor hereunder the following sums and liquidated damages:
 - 1. If at any time the Contractor does not provide the agreed upon number of Vehicles or Vehicle Operators, Owner may deduct the greater of the following: (i) the cost of said Vehicle or Vehicle Operator; or (ii) the cost of Owner's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of this Contract.
 - 2. If any Vehicle does not depart at the scheduled departure time from the Terminal or from School as a direct result of Contractor's actions or non-performance, or arrives later than its scheduled arrival time, Owner may deduct the following amounts:

Minutes Late
9 – 20
21 or more

Penalty
25% Daily Rate
50% Daily Rate

3. Vehicles must not arrive at Schools earlier for Student drop-off than the scheduled arrival time in order to allow adequate supervision for the Students to be provided and to protect the Students from inclement weather. If any Vehicle arrives more than twenty (20) minutes prior to the scheduled arrival time, Owner may deduct \$50.00 for each such Vehicle.
4. This Contract envisions a quality, responsive transportation program that minimizes Owner's involvement in the day-to-day operations of the program. Should operating problems occur which require an excessive involvement of Owner, Owner reserves the right to notify the Contractor of such problems. Should similar operational problems reoccur within thirty (30) days, Owner may deduct \$100.00 for each such reoccurrence.
5. In the event of a strike or an occurrence caused by the Contractor, which causes or results in an interruption of Services for more than twenty-four (24) hours, Owner shall have the right to secure such other transportation as may be necessary to provide the Services and charge the cost of same to the account of the Contractor and/or surety company. Further, there will be no payment due and owed to the Contractor for days during which no Service is provided when such Service should have been provided pursuant to this Contract.
6. Owner may deduct \$50.00 for each day that any Vehicle does not have an operational and active radio or comparable communication device.
7. Owner may deduct \$50.00 for each day that any Vehicle does not have an operational and active Global Positioning System (GPS) unit that the Owner has access to, or the Contractor fails to update the Owner with any change of Vehicle assigned to any route.
8. Owner may deduct \$50.00 for each day that any Vehicle does not have an operational and active camera.
9. Owner may deduct \$50.00 for each bus stop made which is not authorized by Owner.
10. Owner may deduct \$50.00 for each day that any Vehicle does not have an operational and active software application (app) that provides parents and schools with the ability to check on the location of their student's bus and the estimated bus stop arrival times, or the Contractor fails to update the app with any change of Vehicle assigned to any route.

11. Should the Manager not be available to respond to a reasonable request for a telephone or personal conference, Owner may deduct \$50.00 for each such occurrence.
12. If the Contractor fails to ensure that all Students are appropriately dropped off at School or their home and/or designated drop-off point, Owner may deduct \$50.00 per any such Student not appropriately dropped off.
13. For each occurrence of a kindergarten Student being dropped off when the parent or other authorized person is not there to meet the Student, or a Student of any age is left unattended on a bus (e.g., a sleeping student), Owner may deduct 100% of the Daily Rate for the applicable Vehicle.

Article III, Section G, Subsections (2) and (3) of the aforementioned, shall not apply in times of inclement weather or other times when hazardous conditions exist or the safety of the Students are involved.

Owners must notify Contractor in writing within forty-eight (48) hours of an incident (or when the incident is reported to Owner) and its intent to assess liquidated damages. Contractor shall have five (5) days following such notice to investigate/dispute the incident prior to the assessment of liquidated damages. Based on the reasonableness of the response, the district will decide at its sole discretion whether liquidated damages will be applied. Owners must bill Contractor for such liquidated damage within thirty (30) days of the incident. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident.

- H. The Contractor shall allow Owner or its duly authorized agents to inspect the books and records of the Contractor, including, without limitation, all books and records related to invoices sent to Owner. The Contractor shall consent and agree to audits of any and all books and records relating to the invoices reasonably requested by Owner. At all times while Owner or its representatives are on the Contractor's premises, Owner and its representatives shall comply with all Contractor commercially reasonable rules and policies regarding access, safety, security, and confidentiality to the extent such rules and policies have been provided to Owner in writing prior to such inspection or audit.

IV. VEHICLES

The Contractor agrees to, and is responsible for, the following conditions regarding buses and other student transportation vehicles used to perform the scope of work of this Contract (collectively, "Vehicles") under the terms of this Contract.

- A. Subject to the provisions of Section II(C) above, Vehicles will be furnished in such number as deemed necessary by Owner for the transportation of Students.
- B. All Vehicles and other equipment shall be in compliance in all material respects with all laws, rules, regulations, and policies of governmental authorities (federal, state, and town) pertaining to Vehicles. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforementioned laws, rules, regulations, and policies.
- C. The Contractor shall provide Owner at least one (1) week prior to the start of each school year, and updated as necessary, with a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of its duties under this Contract, including, without limitation, the following information: the fleet number, route number, year of manufacture, make of the chassis, make of body, and seating capacity. ***No Vehicle older than ten (10) years shall be used on any route during the term of the Contract. The average age of the fleet shall be no more than seven (7) years old; provided, however that during the 2018-2019 school year, this average age fleet requirement shall be waived until the later of January 1, 2019, or such time as Contractor has placed into service thirteen (13) new vehicles which have been inspected and registered.*** Vehicle age shall be determined on the beginning of each Contract Year during the Term for the entire Contract Year, which Contract Year shall commence on July 1st. If any Vehicle needs to be permanently replaced in the course of a Contract Year, upon prior written notice to Owner, it shall be replaced with a newer or equivalent-in-age Vehicle. Such replacement Vehicle is subject to Owner approval.
- D. All Vehicles must be maintained so as to ensure proper starting, good visibility, and safe operation during all types of weather.
- E. Throughout the term of this Contract, the Contractor must present to Owner, a copy of the most recent State Motor Vehicle Inspection for each Vehicle.
- F. The interior of all Vehicles must be kept at comfortable temperatures while transporting students. All vans must be air-conditioned.
- G. The interior and exterior of all Vehicles must be kept clean and in good repair.
- H. All Vehicles must be equipped with a two-way radio, or comparable communication device (i.e., cell phone) with a range that shall, at all times during which Services are provided, provide constant contact between the Contractor and Vehicle Operators.
- I. The current video recording systems are owned by Darien Public Schools. Owner will provide Contractor with existing video recording systems for each vehicle. Contractor is responsible for the installation and maintenance of video recording systems, including

the purchase of any new equipment. All vehicles must have video recording systems in good working order. The recordings are to be provided to Owner and able to be viewed on Microsoft software, as needed, without charge. Contractor must retain the two (2) previous weeks recording. All camera use and video viewing shall be consistent with the policies and procedures established by the Owner.

- J. All Vehicles must be equipped with Global Positioning Systems in good working order ("GPS"). The GPS must be able to show the current location of the Vehicle, exact path of the Vehicle, stops made, including indication of when the door is open, and the speed of the Vehicle. Owner must have, and be provided with, immediate access to the GPS data by the Contractor without charge.
- K. All Vehicles that are Type I or Type II school buses must be equipped with front-mounted pedestrian safety arms.
- L. All Vehicles shall be equipped with electronic "Child Check Systems" to ensure no students are left on any Vehicle after a run.
- M. All Vehicles shall be equipped with a software application (app) that provides parents and schools with the ability to check on the location of their student's bus and the estimated bus stop arrival times.
- N. Contractor must provide Owner upon request, copies of Vehicle maintenance records. The Contractor shall establish a daily inspection program of all Vehicles and equipment and shall keep written records showing such inspections, as required by law, so that Owner or its authorized agent may, at any time, request the written record of the inspections made by the Contractor.
- O. The Contractor shall be responsible for obtaining a parking lot(s) for the Vehicles and for the security and safety of the Vehicles and any lot(s), all at its sole expense.
- P. The Contractor shall allow Owner or its duly authorized agents to inspect any and all Vehicles and their operation, at reasonable times, by: (i) riding the same as a passenger; (ii) by having them mechanically inspected; or (iii) by using any other reasonable means. The Contractor shall assist Owner and such agents in affecting said inspections and shall provide Owner with access to the Vehicles for inspection purposes.
- Q. Owner or any authorized agent may, upon written notice, require the Contractor to discontinue the use of any Vehicle in which Owner deems to be hazardous, mechanically defective, and/or subject to frequent breakdown(s) or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract.

- R. Upon request from Owner, the Contractor shall provide Vehicles (buses) without any additional charge or cost to all Schools twice a year for Bus Evacuation Training or more frequently if required by law.
- S. Route numbers shall appear on printed forms on the side windows and rear of all Vehicles. All lettering must be in accordance with Connecticut regulations. Special lettering may be required by Owner, such as route numbers, letter, and/or school names.
- T. The Contractor shall provide standby Vehicles in such numbers as are necessary or required to ensure no lapse in Service. Such standby Vehicles shall meet all of the requirements of this Contract.
- U. With regard to fuel used in the performance by Contractor of the Services, Owner shall purchase fuel for the Contractor's use. Such fuel purchased by Owner shall be strictly limited to use by Contractor for the performance of Services on a Terminal-to-Terminal basis. Upon request, the Contractor will provide to Owner a fuel report including the following information: route number, registration number, mileage, number of gallons of fuel pumped into vehicle, and the date. If Contractor uses the fuel for purposes outside of the Services, the Contractor will credit Owner on the monthly invoice based upon the following formula: total miles divided by seven (7) miles per gallon multiplied by the cost per gallon of that fuel delivery.

Owner will purchase fuel directly from a fuel vendor and arrange for such fuel to be delivered to fuel storage tank(s) at such locations as are specified by the Contractor. The Contractor is responsible for working with the fuel vendor to ensure fuel is treated as required for freezing temperatures. Any liability resulting from such fuel tank(s) or storage will be solely the Contractor's. The Contractor shall be responsible for all additional fuel costs such as wet-fueling and costs for fueling at third party fuel stations (including taxes). The Contractor will be responsible for ensuring its access to adequate quantities of fuel at all times to meet the needs of this Contract.

V. VEHICLE OPERATORS

The Contractor agrees to, and is responsible for, the following conditions regarding operators of all Vehicles ("Vehicle Operators"):

- A. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators and Bus Monitors and shall always abide by applicable local, state, and federal laws and regulations in its hiring practices. Vehicle Operators shall be of good character and be able to use sound judgment. Contractor shall not knowingly permit its drivers and monitors to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any Vehicle. Subject to any applicable confidentiality requirements, Owner reserves the right to review all

personnel records and personnel used in the performance of the Contract. All Vehicle Operators shall be properly licensed and qualified by the State of Connecticut, and no other Vehicle Operators may be used. All Vehicle Operators shall be in compliance with all local, state, and federal laws, rules and regulations.

- B. The Contractor shall provide Owner, upon request, the following information concerning each Vehicle Operator and shall keep the list of Vehicle Operators and information on file, updated, so that it is available to Owner upon request:
 - 1. Name of Vehicle Operator
 - 2. Address,
 - 3. Telephone number,
 - 4. Date of birth,
 - 5. Certificate of physical examination
 - 6. Date of School Bus Endorsement
 - 7. Operators' License Number
- C. Contractor shall supply all employees with identification badges. The badge must be visible at all times.
- D. At its own expense and in accordance with all State of Connecticut and Federal requirements, the Contractor shall provide for physical examinations of those persons it shall employ as Vehicle Operators.
- E. The Contractor shall provide an ongoing program of classroom and road training at its expense in accordance with federal, state, and local laws, rules and regulations to assure continued state certification of all Vehicle Operators. Vehicle Operators who do not meet the annual State of Connecticut minimum training requirements shall not be permitted to provide Services for Owner. The Contractor shall have a school bus safety program consisting of regular meetings with Vehicle Operators to in part address driver responsibility and procedures related to the Services. Owner shall be permitted to attend and participate in the Contractor's safety meetings. Vehicle Operators hired with a current school bus license must receive a minimum of six hours on the road training before they are eligible to provide Services.
- F. The Contractor shall make all persons providing Services, including, without limitation, the Manager, Dispatchers, Vehicle Operators and Driver Trainer, available for meetings with Owner at reasonable times upon Owner's request.
- G. Owner or its authorized agents may approve or disapprove prior to and during employment any or all Vehicle Operators for the operation of Vehicles. Notification shall be made by Owner to the Contractor, in writing, of any such disapproved Vehicle Operators. Such disapproved Vehicle Operators shall not be allowed to operate Vehicles under this Contract and shall be immediately removed from providing Services upon notification from Owner.

- H. The Contractor shall perform criminal background checks (with fingerprinting) on any personnel of the Contractor that will have contact with the Owner's students, prior to performing services under this Agreement. The Contractor shall also perform, and any Vehicle Operators and/or bus monitors assigned to perform services under the Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry"). If the Contractor receives any information that any employee has a criminal record or a record of abuse or neglect, the Contractor shall provide the results of all such criminal records checks or the information from the Registry and any other related information to the Owner. Contractor agrees that all background checks shall comply with Section 10-222c of the Connecticut General Statutes, and Contractor shall immediately notify the Owner of any findings required to be reported by such law. The Contractor shall also provide the Owner with a certification of compliance with these requirements in writing.
- I. The Contractor shall comply with all federal, state, and local laws, rules and regulations, regarding drug and alcohol testing. Proof of compliance shall be available to Owner upon written request.
- J. No alcoholic beverages or illegal intoxicants may be brought to, or consumed upon, Owner's premises, School property, or in any Vehicle by any employee or agent of the Contractor or Vehicle Operators, nor shall any such employee or agent or Vehicle Operator be under the influence of, or impaired by, any alcoholic beverages, illegal drugs, or prescription drugs. Additionally, no smoking or vaping is allowed on the Vehicles or on School property by Contractor's employees and agents or Vehicle Operators.
- K. The Vehicle Operator shall exercise his or her commercially reasonable efforts to see that all Students are seated and remain seated while the Vehicle is in operation.
- L. The Vehicle Operator does not have authority to refuse any Student who is eligible for transportation the right to ride in the Vehicle.
- M. Contractor will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between Contractor and Owner.
- N. The Contractor shall employ a qualified "Driver Trainer", who will also personally travel each route with the assigned Vehicle Operator at least once per year to survey not only the Vehicle Operator's performance, but route hazards and equipment efficiency. At the end of each month, the Contractor shall provide Owner a report detailing the routes and Vehicle Operators that were observed by the Driver Trainer

pursuant to the requirements of this section. The Driver Trainer must also perform random road checks upon Owner's request and submit written reports of such checks to Owner. The Driver Trainer shall not be a regularly scheduled Vehicle Operator.

- O. Each Vehicle Operator will remain aboard his or her assigned Vehicle at all times that Students are aboard said Vehicle.
- P. Each Vehicle Operator will comply with Connecticut State Regulation §22a-174-18(b)(3)(C) that establishes a limit on the amount of time motor vehicles are allowed to idle.
- Q. Under no circumstance shall a Vehicle Operator refuse to pick up or discharge a Student at an established school bus stop, unless authorized by Owner in writing, nor shall a Vehicle Operator remove a Student from a Vehicle providing services hereunder before reaching the Student's intended destination, except in the case of an emergency.
- R. The Vehicle Operator must adhere to the established route and times. If the Vehicle Operator has to adjust due to construction, weather, or some other legitimate reason, the Operator must immediately notify dispatch who will immediately notify Owner verbally and in writing.
- S. The Vehicle Operator shall not conduct personal business while performing the Services or any Owner related work, including, without limitation, the use of a cell phone or texting device or making unauthorized stops.
- T. Owner shall have the right to use Monitors at any time during the term of this Contract. Upon written request, the Contractor shall facilitate the use of Monitors through route modifications, Monitor pick-up or delivery, Monitor oversight, or such other functions as deemed necessary by Owner.
- U. The Contractor shall make standby Vehicle Operators available in such numbers as are necessary or required to ensure no lapse in Service. During the Term, Contractor shall endeavor to make available standby Vehicle Operators available in no less than an amount that is fifteen percent (15%) of the total of all Vehicle Operators. Such standby Vehicle Operators shall meet all of the requirements of this Contract.
- V. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements between the Contractor and any of its employees.

VI. STUDENTS

- A. Contractor must have a procedure in place to ensure that no Student is left on any Vehicle at the end of a run and after drop-off. Under no circumstance shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student.
- B. Only individuals specifically designated or authorized by Owner and/or the Contractor will be allowed to ride the Vehicles. However, with the prior approval of Owner, in its sole and absolute discretion, Vehicle Operators may transport no more than two (2) of their own children on a Vehicle.
- C. Owner hereby delegates to the Contractor the necessary authority to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by Owner. If Owner supplies a rule book to the Contractor, the Contractor is responsible for knowing such rules. Notwithstanding the foregoing, such authorization to supervise and control Students on Vehicles shall not, under any condition or circumstance, include the right to (i) administer corporal punishment; (ii) remove a Student from the Vehicle before it reaches its destination; or (iii) take any action which may, or is likely, to result in injury or danger to a Student.
- D. At all times the Contractor shall be fully responsible for the care and supervision of Students during their transportation on a Vehicle. The transportation of a Student shall be deemed to have begun when such Student makes physical contact with the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle at the designated place.
- E. In the event of disciplinary infractions by Students on Vehicles which in any way imperil safe operations, Vehicle Operators shall stop the Vehicle immediately, immediately inform the Manager and not proceed until discipline is voluntarily restored. The Vehicle Operator shall report all such occurrences to the Contractor and Manager, and the Contractor shall notify the School that the Student attends for action. However, under no condition or circumstance shall a Student be "put off" a Vehicle while it is in transit and thereby exposed to the hazards of walking either on the way to School or on the way home as punishment by the Vehicle Operator. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior. The names of any Students who misbehave or who cannot be managed by the Vehicle Operator shall be reported to the appropriate School administrator on a form designated by Owner on the same date of the occurrence and as soon as possible.
- F. The Contractor agrees that in transporting Students, absent an emergency situation, there will be no transferring of Students from Vehicles without the express permission of Owner.
- G. The Contractor, along with the respective Vehicle Operator, will be responsible for the safety and supervision of the Students transported under this Contract in accordance with the terms of this Contract. No pre-school through third grade Students are to be

released without supervision. If there is no one to meet the Student at the scheduled stop, the Student is to be kept on the Vehicle, and Dispatch and the Manager are to be notified IMMEDIATELY. Contractor's Dispatch and/or Manager are then to notify Owner for further instructions

- H. Any infraction of regulations by Students will be reported to Owner on such forms or in such manner as determined by Owner. If a meeting is required to deal with any discipline issue, whether with Owner or a destination school, the Contractor shall make the Vehicle Operator available for said meeting.

VII. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Owner, the Darien Board of Education, the Town of Darien and their respective officers, employees and agents from and against any and all claims, loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations arising from or relating to (i) the Contractor's breach of this Contract; or (ii) any negligence or willful misconduct of the Contractor or its officers, employee or agents. The Contractor agrees that Owner shall have the right to participate in the defense of any such claim through counsel of their choosing. This indemnity shall not be affected by other portions of this Contract and shall survive the termination of this Contract.

VIII. LAWS AND BOARD POLICIES

- A. The Contractor shall comply in all material respects with the laws, rules, regulations, and policies of Federal, State, and Local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations, and policies as well as the contents of any transportation manual or other rules, regulations and policies which Owner might publish and provide to Contractor.
- B. Contractor will comply in all material respects with the State Occupational Safety and Health Act ("SOSHA") and the "Toxic Substance Act" ("Right to Know Act") with respect to all operations or activities on Owner or School premises.
- C. The Contractor must be familiar with any Owner policies or regulations which affect the Services and that have been or will be distributed to it during the term of this Contract.
- D. The Contractor shall comply in all material respects with the provisions of Public Act 16-189, as amended (the "Act"), applicable to it. In connection therewith, the Contractor shall not use any so-called "student information" as defined in the Act and provided to it by or on behalf of Owner ("Student Information") for any purpose other than in connection with the performance of its obligations under this Contract. The Contractor and Owner acknowledge and agree that Owner shall not provide or

otherwise furnish to the Contractor any so-called "student records" or "student-generated content" as defined in the Act, and that Student Information provided by or on behalf of Owner to the Contractor shall be limited to a student's name, identification number, home address, home telephone number, emergency contact telephone number, pick-up and delivery address(es), date of birth, grade level, school attended, sports team(s), and any special transportation needs. The Contractor shall take commercially reasonable actions designed to ensure the security and confidentiality of all Student Information in its possession. The Contractor shall provide written notice to Owner within fourteen (14) days of the Contractor's becoming aware of any unauthorized release, disclosure, or acquisition of Student Information in the possession of the Contractor. The Contractor and Owner shall each comply in all material respects with the requirements of the federal Family Educational Rights and Privacy Act of 1974, as amended ("FERPA").

IX. STUDENT DATA PRIVACY

- A. Student Data.** This Section shall identify the obligations of the parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data") received or obtained by the Contractor in connection with this Contract.
- B. Definitions.** For purposes of this Contract, "directory information," "de-identified student information," "personally-identifiable information," "school purposes," "student information," student records," "student-generated content," and "targeted advertising" shall be as defined by Connecticut Public Act 16-189. "Education records" shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), coded at 20 U.S.C. §1232g (as amended); and its implementing regulations, 34 CFR 99.1 – 99.67 (as amended).
- C. General Provisions.**
 - 1. All student data provided or accessed pursuant to this Contract is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
 - 2. The Board may request that the Contractor delete or destroy student data in the Contractor's possession by sending such request to the Contractor by electronic mail. The Contractor will delete or destroy the requested student data within two (2) days for receiving such a request.
 - 3. The Contractor shall not use student data for any purposes other than those authorized in the Contract, and may not use student data for any targeted advertising.

4. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's applicable policies, if any.

D. Security and Confidentiality of Student Data. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

E. Prohibited Uses of Student Data

1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Contract.
2. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent, or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.

F. Data Breaches

1. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to Michael Feeney, Director of Finance and Operations, email: MFeeney@darienps.org and shall include the

following information, to the extent known at the time of notification, to the extent known at the time of notification:

Date and time of breach:

Names of student(s), whose student data was released, disclosed or acquired;

The nature and extent of the breach

The Contractor's proposed plan to investigate and remediate the breach

2. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after the discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
3. The Contract agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications required by state law.

G. Term and Termination

1. Upon the expiration or termination of this Contract, for any reason, Contractor shall return or, if requested by the Board, delete or destroy all student data maintained by Contractor on behalf of the Board, without retaining any copies.
2. The provisions in this Section 9 shall remain in effect while this Contract is in effect, shall survive the termination of this Contract and shall terminate when all of the student data maintained by Contractor on behalf of the Board is returned to the Board and/or properly and completely deleted or destroyed.

X. COMPLAINTS

The Contractor will investigate all complaints, keep a log of such complaints, and will report any action taken to Owner or any authorized agent within 24 hours from such action.

XI. ACCIDENTS AND BREAKDOWNS

Any accident involving Student transportation or the Services shall be reported orally to Owner IMMEDIATELY. The Contractor shall send a Manager, Dispatcher, or Driver Trainer to the scene of each accident who will obtain all appropriate information to fill out an

accident report. The Contractor shall (i) prepare a written report of any such event and deliver it to Owner as soon as possible and not later than 24 hours after such event; and (ii) provide Owner with a copy of the police report issued for such event as soon as such report is available. If a Vehicle breakdown occurs, the Vehicle Operator shall immediately notify the Contractor and the Contractor shall promptly send a replacement Vehicle and notify Owner.

XII. INSURANCE

- A.** The Contractor shall maintain insurance of the kinds, and in the amounts specified hereunder. The Contractor will provide to Owner prior to the execution of this Contract, and will provide during each year of this Contract, prior to July 1st, evidence, in a form acceptable to Owner, that the coverages and limits required under this Contract are in force. All required coverage shall be approved by Owner prior to commencement of the Services. In addition, the Contractor will provide Owner thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to, or cancellation of, any or all insurance policies required under this Contract.
- B.** The policies required under this Contract shall be with one (1) or more insurance companies with an AM Best Rating of A-XII or better, with a stable financial outlook, licensed to write such insurance in the State of Connecticut and acceptable to Owner.
- C.** If, at any time, any of the insurance policies shall be or become unsatisfactory to Owner, in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to Owner, the Contractor shall promptly obtain a new policy and submit evidence of such insurance to Owner for approval.
- D.** The failure of the Contractor to maintain the required insurance or to furnish or deliver acceptable evidence of the insurance shall give Owner the right, at its election, to terminate the Contract in accordance with Article XIII hereof.
- E.** The policies of insurance shall include, but not be limited to, the following:
 - 1.** The Contractor shall provide and maintain in force for the full term of this Contract, Workers' Compensation Insurance in accordance with the statutory requirements of the State of Connecticut and Employer's Liability limits of not less than \$1,000,000.
 - 2.** The Contractor shall maintain general liability insurance for bodily injury, personal injury independent contractors, and contractual liability and property damage with a combined single limit of not less than \$15,000,000 per accident. Such coverage may be provided by a combination of underlying and

excess policies as long as excess policies carry the same terms and conditions as required herein and as provided in underlying policies.

3. The Contractor shall maintain automobile liability insurance for bodily injury and property damage, on ISO policy form CA 00 01 or equivalent acceptable to Owner with a combined single limit of not less than \$15,000,000 per accident. Such coverage may be provided by a combination of underlying and excess policies as long as excess policies carry the same terms and conditions as required herein and as provided in underlying policies.
 4. Sexual Misconduct and Corporal Punishment insurance must be provided with limits of at least \$1,000,000, and must include an additional insured endorsement naming Darien Public Schools Darien Board of Education, and the Town of Darien, and any of their public officials, agents, employees, and volunteers. This can be a separate policy or an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Auto exclusion on the General Liability policy does not apply to this coverage.
- F. The Contractor and its insurers (except for its Workers' Compensation insurer) waives all rights of subrogation against Owner, the Darien Board of Education, and the Town of Darien and their respective officers, agents, servants, and employees, for losses arising from work performed under the Contract.
- G. Owner also requires that it be named on the Contractor's general liability policy as an additional insured. The Contractor's general liability policy must be endorsed with ISO Endorsement CG 20 26 07 04 (or equivalent) *or* ISO Endorsement CG 20 33 07 04 (or equivalent), *and* ISO Endorsement CG 20 37 07 04 (or equivalent). These form numbers or their equivalents must be specifically referenced on the Contractor's certificate of insurance. If the Contractor's insurance company uses another form to provide Owner with additional insured status on the Contractor's policies, copies of those forms must be provided in advance with the certificate for review and approval by Owner.

XIII. PERFORMANCE BOND

- A. If requested by Owner, the Contractor shall deliver to Owner a Surety Performance Bond in a form satisfactory to Owner assuring the faithful performance of the Services during the initial twelve (12) months of the term of this Contract and in an amount equal to 100% of the Contract price for such Services ("Performance Bond"). Prior to the commencement of Services for each succeeding twelve (12) month period of the term of this Contract, and upon the request by Owner, but no later than the commencement date of each School year, the Contractor shall deliver evidence of the renewal of an existing Performance Bond or a new Performance Bond to Owner. Each Performance Bond shall be furnished by a Surety Company acceptable to Owner, and

licensed and authorized to do business in the State of Connecticut. A Surety Company licensed and authorized to do business in the State of Connecticut with a rating of A rating or greater shall be deemed acceptable to Owner. If Owner requests a Performance Bond, the cost of the bond as set forth in Exhibit B, will be the responsibility of Owner.

- B. Failure to deliver the requested Performance Bond shall be considered a default under this Contract. Should the Contract price for any year increase during the year, Owner may require the Contractor to provide a Performance Bond for the Increase in the Contract price for the remainder of the school year.

XIV. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of this Contract, the Contractor, as determined by Owner in its sole and absolute discretion (i) has failed to provide the level of Services required under the Contract; (ii) has failed to fulfill Services required in accordance with agreed schedules; (iii) has become insolvent; (iv) makes an assignment for the benefit of creditors; (v) files a voluntary petition in bankruptcy; (vi) is subject to an involuntary petition in bankruptcy not discharged within 60 days; (vii) abandons the Services; (viii) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (ix) fails to provide the insurance required under Article XII; (x) fails to provide the Performance Bond required under Article XIII, if requested by Owner; (xi) fails to comply with any other term or condition contained in this Contract or (xii) has created or permitted circumstances which imperil the health or safety of Students or other passengers, then Owner shall have the remedies described in this Article XIV.
- B. Owner shall have the right to terminate the Contract if any item in Article XIV, Section (A), subsections (i) through and including (xi) occurs, and any such failure, event or noncompliance has not been cured by the Contractor within ten (10) days following receipt by Contractor of written notice thereof from Owner (a "Owner Default Notice"); provided, that if such breach cannot reasonably be cured by Contractor within such ten (10) day period and Contractor has diligently pursued the remedying of such breach within such ten (10) day period, such ten (10) day cure period shall be extended for an additional twenty (20) days. Further, Owner shall have the right to immediately terminate this Contract if the item in Article XIV, Section (A), subsection (xii) occurs.
- C. If any item in Article XIV, Section A, Subsections (i), (ii), or (xi) occurs and relates to a certain route, Owner may remove such route from the Contract and assign it to another transportation provider.
- D. The above remedies are in addition to any other remedies Owner may have.

- E. In the event of Contract termination by Owner pursuant to this Article, Owner's payment obligation shall cease as of the final date on which transportation services in accordance with this Contract are last performed by the Contractor and, Contractor and any party claiming through or under the Contractor shall not be entitled to any costs incurred by reason of such termination or overhead or profit on the Services not performed.
- F. Upon termination of this Contract pursuant to this Article, the Contractor (and its surety) will be responsible for all of Owner's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract. The Contractor and/or Surety Company will be responsible to secure comparable alternate transportation for Owner. If after 48 hours, comparable transportation has not been arranged, the full amount of the Performance Bond, if any, will be paid to Owner.
- G. In the event of Contract termination by Owner pursuant to this Article and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying Owner for costs and expenses incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original Contract.
- H. Either party may terminate this agreement for convenience upon not less than 180 days prior written notice to the non-terminating party.

XV. INDEPENDENT CONTRACTOR

The Contractor shall not be held or deemed in any way to be the agent or employee of Owner. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

XVI. ASSIGNMENT

The Contractor will not assign or subcontract any part of this Contract without the prior written approval of Owner, in its sole and absolute discretion. For purposes of this Section, a transfer of more than 20% of the capital stock of the Contractor to any person other than (i) a person who is a current stockholder of the Contractor or (ii) to a beneficiary of any trust who is the beneficial owner of any capital stock of the Contractor, shall be deemed to be an assignment.

XVII. EQUAL OPPORTUNITY

Owner is an equal opportunity employer and purchaser. The Contractor hereby agrees that in connection with the Services provided to Owner, no employee, or applicant for employment, or vendor, will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, age, present or past history of mental disorder, mental disability or developmental situation, or physical disability including but not limited to blindness, or veteran's status.

XVIII. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut (the "State"). The Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, or physical disability, including, but not limited to blindness, unless it is shown by the Contractor that such disability prevents performance of the Services provided to Owner.
- B. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor in connection with this Agreement, to state that it is an "affirmative action/equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "CHRO").
- C. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding or each vendor with which such Contractor has a contract or understanding, a notice to be provided by CHRO, advising the labor union or worker's representative of the Contractor's commitments pursuant to C.G.S. §4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor agrees to comply with each provision of C.G.S. §4a-60, §4a-60a, and §46a-68f, and with each regulation or relevant order issued by CHRO pursuant to C.G.S. §46a-56, §46a-68e, and §46a-68f.
- E. The Contractor agrees to provide the CHRO and Owner with such information requested by them, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor as they

relate to the provisions of the C.G.S. §4a-56 and §4a-60. If this Contract is deemed a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in performance of the Work.

XIX. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION.

- A. The Contractor agrees and warrants that in the performance of this Contract, the Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement, or other contract or understanding, and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the Contractor's commitments under C.G.S. §4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section, and with each regulation or relevant order, issued by CHRO pursuant to C.G.S. §46a-56; (4) the Contractor agrees to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and C.G.S §46a-56.
- B. The Contractor shall include the provisions of Article XVIII, Subsection (A) and Article XIX, Subsection (A) of this Contract, in every subcontract or purchase order entered into in order to fulfill any obligation of this Contract and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the CHRO. The Contractor shall take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56 provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CHRO, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto, to protect the interests of the State of Connecticut and the State of Connecticut may so enter.

XX. AMERICANS WITH DISABILITIES ACT OF 1990

This clause applies to those Contractors or subcontractors providing the Services, which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (43 USCS Sections §12101-12189 and Sections §12201-12213) (Supp. 1993); 47 USCS Sections §225.611 (Supp. 1993) (the "Act"). During the term of this Contract, the Contractor represents that it is familiar with the terms of the Act and that it

is in compliance with the Act. The Contractor warrants that it will hold Owner harmless from any liability, which may be imposed upon Owner as a result of any failure of the Contractor to be in compliance with the Act. Where applicable, the Contractor agrees to abide by the provisions of Section §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC Section §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

XXI. MISCELLANEOUS

A. Audit and Inspection of Plants, Places of Business, and Records.

The Darien Board of Education, the Town of Darien, and Owner, and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. At all times while any such parties or their representatives are on the Contractor's premises, such parties and their representatives shall comply with all Contractor rules and policies regarding access, safety, security, and confidentiality.

1. The Contractor shall maintain, accurate and complete records regarding the Services (the "Records"). The Contractor shall make all the Records available at all reasonable hours for audit and inspection by Owner and its agents.
 2. Owner shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If Owner suspects fraud or other abuse, or in the event of an emergency, Owner is not obligated to provide any prior notice.
 3. All audits and inspections shall be at Owner's expense.
 4. The Contractor shall keep and preserve, or cause to be kept and preserved, the Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. Owner may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 5. The Contractor shall cooperate fully with Owner and its agents in connection with an audit or inspection. Following any audit or inspection, Owner may conduct, and the Contractor shall cooperate, with an exit conference.
- B. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no affect and the remaining provisions shall not be affected thereby and shall remain in full force and affect.

- C. This Contract and all Exhibits attached hereto constitute the full and complete Contract of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- D. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut.
- E. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.
- F. Notices, requests, demands, and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by the United States Postal Service, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To Owner

Michael Feeney Damien Sun of Ed
35 Leroy Ave, CT DARIEN
 Attention: Michael Feeney
 Telephone Number (203)-656-7905
 Email: mfeeney@darienps.org

With a copy to:

Superintendent
35 Leroy Ave, DARIEN, CT
 Attention: _____
 Telephone Number (203)-656-7901
 Email: _____

To Contractor

First Student, Inc.
3 Ricom Way, Providence, RI 02909
 Attention: Jim Castelli, Sr. Vice President
 Telephone Number (401)-943-1880
 Email: jim.castelli@firstgroup.com

With a copy to:

First Student, Inc.
600 Vine Street, Cinn. Ohio, 45202
 Attention: Legal Dept.
 Telephone Number (513)-241-2200
 Email: _____

- G. No failure by Owner to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a

default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

- H. Any delay or failure of either party to this Contract in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of either party and shall include, but not be limited to, acts of God, epidemic or pandemic, strike, labor dispute, fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, explosion, riot or war.
- I. This Contract may be executed by the parties hereto in one or more counterparts, all of which taken together, shall constitute on and the same instrument.
- J. This Contract and the transportation services being provided by the Contract under this Contract are subject to the Owner's terms and conditions for services contracts, a copy of such terms and conditions are attached hereto as Exhibit C and made a part hereof.

XXII. PUBLIC AGENCY

- A. Owner is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Owner is entitled to receive a copy of records and files related to the performance of the transportation services, and such records and files are subject to FOIA and may be disclosed by Owner pursuant to FOIA.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES ON FOLLOWING PAGE]**

[SIGNATURE PAGE TO CONTRACT FOR TRANSPORTATION SERVICES]

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives to this Contract for Transportation Services as of the day and year first written above.

CONTRACTOR:

First Student, Inc.

By: 

Name: Jim Castelli

Title: Sr. Vice President

Date: June 12, 2018

OWNER:

By: 

Name: Daniel Brenner

Title: Superintendent of schools

Date: 6/20/18

EXHIBIT A TO THE CONTRACT

OWNER SCHOOLS

Owner Schools	Bell Times	
Darien High School	07:40 AM	02:20 PM
Middlesex Middle School	07:55 AM	02:22 PM
Hindley Elementary School	08:25 AM	02:55 PM
Holmes Elementary School	09:00 AM	03:30 PM
Ox Ridge Elementary School	09:00 AM	03:30 PM
Royle Elementary School	08:25 AM	02:55 PM
Tokeneke Elementary School	08:25 AM	02:55 PM

EXHIBIT B TO THE CONTRACT

PRICE SCHEDULE

For the purposes of this Contract, a Type I bus is a 65-77 passenger school bus, a Type II bus is a 16-21 passenger school bus, and a Type II Wheelchair is a passenger school bus with a minimum of 3 wheel chair stations.

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Using Diesel Fueled Vehicles

HOME TO SCHOOL/SCHOOL TO HOME TRANSPORTATION SERVICE					
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Type I Bus					
Price per day per vehicle	\$436.49	\$472.50	\$491.40	\$511.06	\$531.50
Late runs. Price per hour per bus	\$ 69.55	\$ 75.29	\$78.30	\$ 81.43	\$ 84.69
Type II					
Price per day per vehicle	\$402.00	\$435.17	\$452.58	\$470.68	\$489.51
Type II Wheelchair (min of 3 stations)					
Price per day per vehicle	\$404.00	\$437.33	\$454.82	\$473.01	\$491.93

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FIELD AND SPORTS TRIPS

NON-CONFLICTING WITH AM AND PM ROUTES

FIELD AND SPORTS TRIPS					
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
COST PER HOUR – IN-DISTRICT (1 Hr. Minimum)					
Type I Bus	\$55.00	\$56.50	\$57.75	\$59.25	\$60.75
Type II Bus	\$55.00	\$56.50	\$57.75	\$59.25	\$60.75
COST PER HOUR – OUT OF DISTRICT TRIPS (2 Hr. Minimum)					
Type I Bus	\$55.00	\$56.50	\$57.75	\$59.25	\$60.75
Type II Bus	\$55.00	\$56.50	\$57.75	\$59.25	\$60.75

CONFLICTING WITH AM AND PM ROUTES

FIELD AND SPORTS TRIPS					
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
COST PER HOUR – IN-DISTRICT (1 Hr. Minimum)					
Type I Bus	\$60.00	\$61.50	\$63.00	\$64.50	\$66.25
Type II Bus	\$60.00	\$61.50	\$63.00	\$64.50	\$66.25
COST PER HOUR – OUT OF DISTRICT TRIPS (2 Hr. Minimum)					
Type I Bus	\$60.00	\$61.50	\$63.00	\$64.50	\$66.25
Type II Bus	\$60.00	\$61.50	\$63.00	\$64.50	\$66.25

ADDITIONAL COSTS:

ANNUAL COST OF PERFORMANCE BOND

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Performance Bond	\$11,500.00	\$11,750.00	\$12,000.00	\$12,250.00	\$12,500.00

COST PER HOUR – OUT OF DISTRICT TRIPS (2 Hr. Minimum)

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Bus Monitors					
Price per hour	\$23.00	\$23.69	\$24.40	\$25.13	\$25.88

EXHIBIT C TO THE CONTRACT

Darien Public Schools Transportation Policy