

CONTRACT FOR TRANSPORTATION SERVICES

This CONTRACT FOR TRANSPORTATION SERVICES ("Contract") is made this 5th day of March, 2018, by and between the CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN, hereinafter called the "District," and SPECIALTY TRANSPORTATION, INC. hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the District wishes to provide transportation services for students for whom the District provides transportation services for a period of five (5) years; and

WHEREAS, the District accepted proposals for the provision of transportation services and awarded the Contract to Contractor on February 20, 2018; and

WHEREAS, the Contractor is ready, willing and able to provide the required transportation services sought by the District and has accepted the award of the Contract.

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

I. TERM

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

II. INCORPORATION OF DOCUMENTS AND TERMS AND CONDITIONS OF CONTRACT

- A. The Specification and Proposal Forms for Student Transportation (RFP #17-2013) released on October 2, 2017, including the Notice to Proposers, Instructions to Proposers, Request for Proposals and all appendices and schedules attached thereto and the Addendum No. 1 dated October 17, 2017, Addendum No. 2 dated October 31, 2017 and Addendum No. 3 dated November 13, 2017 (the "Proposal Documents") and the proposal submitted and executed by Contractor, dated November 29, 2017 (the "Proposer's Response" and together with the Proposal Documents, the "Documents") are specifically incorporated into this Contract and made a part hereof and attached as Exhibit B.
- B. Section 5.1 of the Proposal Documents identified as an "Alternate" in the Proposal Documents has been approved by the District and so the provisions in Section V below are included in the Contract. Section 5.2 of the Proposal Documents identified as an "Alternate" in the Proposal Documents has been

approved by the District and so Section 8.17 of the Proposal Documents is included in the Contract.

- C. All of the terms and conditions for the Contract in the Proposal Documents, including without limitation Sections 3.2, 6, 7 and 8 of the Proposal Documents, are hereby incorporated into and made a part of this Contract, except that:

1. Section 4.11 and 8.7.3.1 of the Proposal Documents are modified to add the following: The Contractor shall continue to actively pursue up to May 31, 2018 a facility to be utilized for the day-to-day operations under the Contract within the City of New Britain.

2. Section 8.17 of the Proposal Documents is modified to provide: the District is requiring a Performance Bond equal to 100% of the first year's estimated Contract price in the amount of \$6,079,410; and

3. Section 8.24, subsection F.1 of the Proposal Documents is modified to provide the following contact information: Kevin Kane, Chief Financial Officer, Email: kanek@csdnb.org.

- D. Any use of the term Bidder or Proposer or Successful Proposer in Sections 3.2, 6, 7 and 8 of the Proposal Documents shall mean "Contractor". Any use of the term Bid or Proposal in Sections 3.2, 6, 7 and 8 of the Proposal Documents shall mean "Contract".

III. SCOPE OF WORK

- A. The Contractor agrees to provide the following transportation services: all special education transportation, including special education summer transportation. The District reserves the right to hire other transportation providers to provide services, as required, during the term of the Contract.
- B. The Contractor agrees that it will provide the transportation services on the terms and conditions described in and in accordance with the Proposal Documents.

IV. PAYMENT AND COMPENSATION

- A. The Contract price payable for each Vehicle used in providing services under this Contract is detailed in Exhibit A, which is attached hereto and incorporated herein. The number of Vehicles needed under this Contract will vary. The cost of each Vehicle will be determined by the type, year of the Contract and the cost per day specified for that type of Vehicle as listed in Exhibit A.

Under no circumstances is Contractor authorized to charge overtime to the District without authorization.

- B. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the vehicles, drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the Contractor's duties.

V. PRE-PAYMENT DISCOUNT

The District may make a pre-payment of its home-to-school contract costs and obtain a discount for said prepayment in the amount in Exhibit A. The pre-payment would be performed twice per school year at dates established by the District for those calculated costs for the provision of basic home-to-school services. The District and the Contractor would mutually agree on the calculated amount of services for each of the two payment periods, and the District's costs would be the calculated amount less the pre-payment discount offered by the Contractor and as detailed on Exhibit A. The decision whether or not to make a prepayment and obtain the pre-payment discount rests solely with the District, and the decision can be modified each year of the Contract. Should the pre-payment discount be used by the District, prior to the end of the payment period the District and the Contractor shall determine any additional charges, or credits, that should apply and the proper adjustments shall be made prior to the end of the current school year.

VI. TRANSITION PLAN

The Contractor has submitted a Transition Plan to the Board. The Contractor must comply with the provisions of the Transition Plan, including a plan for securing and establishing a terminal if the Proposer does not have one within the Consolidated School District of New Britain; hiring of personnel; securing vehicles; and provisions related to fueling the vehicles. Per Section II. C. 1 herein, a lease must be secured and information provided to the District by June 1, 2018. The Contractor shall submit to the District within fifteen (15) days of contract execution the procedures and time line(s) for the continuation of the existing program, which shall be reasonably approved by the District. This additional information shall include information of what will be completed, manner and time of completion, and performance indicators to ensure that all items are appropriately addressed. While the District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the Contractor.

V. MISCELLANEOUS

- A. 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 effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. 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 deposit into the United States mail, 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 District:

Consolidated School District of New Britain
272 Main Street
PO Box 1960
New Britain, CT 06050
Attention: Chief Financial Officer

To Contractor:

Specialty Transportation, Inc.
32 Hurlburt Street
West Hartford, CT 06110
Attention:

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at NEW BRITAIN, CONNECTICUT, the 5th day of March, 2018.

CONTRACTOR
SPECIALTY TRANSPORTATION, INC.

By 
Michael Turner, Vice President

DISTRICT
CONSOLIDATED SCHOOL
DISTRICT OF NEW BRITAIN


By 
President Board of Education

EXHIBIT A TO THE CONTRACT
PRICING PROPOSAL
SUBMITTED BY CONTRACTOR DATED NOVEMBER 29, 2017

CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

RFP #17-2013 Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of November 29, 2017.

Proposer Name:

Specialty Transportation, Inc.

PUBLIC, NON-PUBLIC AND SUMMER SERVICES

77 Passenger

4 Hours per Day. Price per bus per day.
 5 Hours per Day. Price per bus per day.
 6 Hours per Day. Price per bus per day.
 Mid-day. Price per **hour** per bus.
 Shuttles. Price per **hour** per bus.
 Late runs. Price per **hour** per bus.
 Excess Hourly Rate.

2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL

26 Passenger

4 Hours per Day. Price per bus per day.
 5 Hours per Day. Price per bus per day.
 6 Hours per Day. Price per bus per day.
 Mid-day. Price per **hour** per bus.
 Shuttles. Price per **hour** per bus.
 Late runs. Price per **hour** per bus.
 Excess Hourly Rate.

NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL

SPECIAL NEEDS AND SUMMER SERVICES

26 Passenger

4 Hours per Day. Price per bus per day.
 5 Hours per Day. Price per bus per day.
 6 Hours per Day. Price per bus per day.
 Mid-day. Price per **hour** per bus.
 Shuttles. Price per **hour** per bus.
 Late runs. Price per **hour** per bus.
 Excess Hourly Rate.

2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
\$282.00	\$290.46	\$299.17	\$308.15	\$317.39
\$306.00	\$315.18	\$324.64	\$334.37	\$344.41
\$330.00	\$339.90	\$350.10	\$360.60	\$371.42
\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
\$50.00	\$51.50	\$53.05	\$54.64	\$56.28

8 Passenger with 2 wheelchair stations

4 Hour Day. Price per day per bus.
 5 Hour Day. Price per day per bus.
 6 Hour Day. Price per day per bus.
 Excess Hourly Rate.

\$289.00	\$297.67	\$306.60	\$315.80	\$325.27
\$313.00	\$322.39	\$332.06	\$342.02	\$352.28
\$337.00	\$347.11	\$357.52	\$368.25	\$379.30
\$50.00	\$51.50	\$53.05	\$54.64	\$56.28

8 Passenger vans

4 Hour Day. Price per day per bus.
 5 Hour Day. Price per day per bus.
 6 Hour Day. Price per day per bus.
 Excess Hourly Rate.

\$228.00	\$234.84	\$241.89	\$249.14	\$256.62
\$250.00	\$257.50	\$265.23	\$273.18	\$281.38
\$272.00	\$280.16	\$288.56	\$297.22	\$306.14
\$40.00	\$41.20	\$42.44	\$43.71	\$45.02

5 Passenger vans

4 Hour Day. Price per day per bus.
 5 Hour Day. Price per day per bus.
 6 Hour Day. Price per day per bus.
 Excess Hourly Rate.

\$219.00	\$225.57	\$232.34	\$239.31	\$246.49
\$241.00	\$248.23	\$255.68	\$263.35	\$271.25
\$263.00	\$270.89	\$279.02	\$287.39	\$296.01
\$40.00	\$41.20	\$42.44	\$43.71	\$45.02

Bus Aides

Price per Hour.
 Minimum Daily Charge

\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
\$80.00	\$82.40	\$84.87	\$87.42	\$90.04

Proposer's Initials

CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

RFP #17-2013 Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of November 29, 2017.

Proposer Name: Specialty Transportation, Inc.

Proposer's are encouraged to submit information about discounts and offers if they are awarded regular education and special needs contracts, or limitations with the scope of their proposals, consistent with Section 3.2.2.

PROPOSER'S SIGNATURE:

NAME: Michael Turner

TITLE: Vice President

Proposer's Initials

CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

RFP #17-2013 Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of November 29, 2017.

Proposer Name: **Specialty Transportation, Inc.**

FIELD & SPORTS - IN-DISTRICT - DURING SCHOOL DAY

COST PER HOUR - 1 HR MINIMUM

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
77 Passenger Bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
26 Passenger.	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Wheelchair equipped bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Bus Attendant	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL

FIELD & SPORTS - OUT-OF-DISTRICT - DURING SCHOOL DAY

COST PER HOUR - 2 HR MINIMUM

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
77 Passenger Bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
26 Passenger.	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Wheelchair equipped bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Bus Attendant	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL

COST PER MILE OVER 100 MILES

77 Passenger Bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
26 Passenger.	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Wheelchair equipped bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL

FIELD & SPORTS - IN-DISTRICT - BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS

COST PER HOUR - 1 HR MINIMUM

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
77 Passenger Bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
26 Passenger.	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Wheelchair equipped bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Bus Attendant	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL

FIELD & SPORTS - OUT-OF-DISTRICT - BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS

COST PER HOUR - 2 HR MINIMUM

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
77 Passenger Bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
26 Passenger.	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Wheelchair equipped bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Bus Attendant	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL

COST PER MILE OVER 100 MILES

77 Passenger Bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
26 Passenger.	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL
Wheelchair equipped bus	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL	NO PROPOSAL

PROPOSER'S SIGNATURE: _____

NAME: Michael Turner

TITLE: Vice President

Proposer's Initials

CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

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Proposer Name:

Specialty Transportation, Inc.

Pre-Payment Discount (Alternate 5.1)

Percentage discount applied to pre-payment amount consistent with Alternate 5.1.

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Discount per pre-payment period for Home-to-School program: %	1.00%	1.00%	1.00%	1.00%	1.00%

Performance Bond Cost (Alternate 5.2) - (See Sections 5.2 & 8.17 of Proposal Document):

Annual charge to the District for the provision of a performance bond equal to 100% of the contract price/ 75% of the contract price/ 50% of the contract price. (Proof of bondability with requirements must be submitted with the Proposal.

Annual charge 100% of contract price:

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
\$	\$18,747.00*	TBD	TBD	TBD	TBD
or %	0.05%**	TBD	TBD	TBD	TBD

Annual charge 75% of contract price:

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
\$	\$14,060.25*	TBD	TBD	TBD	TBD
or %	0.05%**	TBD	TBD	TBD	TBD

Annual charge 50% of contract price:

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
\$	\$9,373.50*	TBD	TBD	TBD	TBD
or %	0.05%**	TBD	TBD	TBD	TBD

* = total based off 5 hour/day vehicles

** = rate as of 2017, subject to change

TBD = % rate subject to change, unable to calculate totals at this time

PROPOSER'S SIGNATURE:

NAME:

Michael Turner

TITLE:

Vice President

Proposer's Initials